

California Eviction Defense: Protecting Low-Income Tenants 2017

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Sample Stipulation Stay Agreement

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5 Attorney for Defendant
6 DANIELLE TENANT

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 CITY AND COUNTY OF SAN FRANCISCO — LIMITED CIVIL JURISDICTION
9

10 LANDLORD,) Case No. CUD-
11 Plaintiff,) **STIPULATION (STAY agreement)**
12 vs.)
13 DANIELLE TENANT.)
14 Defendant.)
15 _____)

16
17 Defendant, DANIELLE TENANT, by and through her attorney, Erin Katayama and the
18 Homeless Advocacy Project, and Plaintiff LANDLORD, represented by Opposing Counsel,
19 having so stipulated on October 11, 2016, do hereby agree and stipulate to the following:

20 1. Plaintiff LANDLORD shall be awarded restitution of the Premises at xx Street,
21 San Francisco, California, 94103 ("Premises") if Defendant DANIELLE TENANT does not
22 comply with this Stipulation.

23 2. The term of this Stipulation will be from the date that Defendant executes this
24 Stipulation until October 11, 2016, the Termination Date, or until the past due amount is paid
25 in full.

26 3. Beginning on November 1, 2016, Defendant shall pay damages in the amount
27 equivalent to monthly rent of \$650.00 on or before 7th of each month.
28

STIPULATION (Stay Agreement)1

1 4. In addition to the damages payable pursuant to paragraph 3 above, Defendant agrees
2 that she owes the Plaintiff the sum of \$1340.00 dollars ("Balance") which represents unlawful
3 detainer damages for the period ending October 31, 2016. Defendant shall pay this balance to
4 the landlord by either:

- 5 • Paying 12 monthly installments of _____ payable no later than the 7th of
6 each month. Failure to make this payment constitutes a breach of the
7 agreement; or
- 8 • At any time, Defendant may pay the remaining balance in full. If tenant
9 chooses to pay the remaining balance, she must notify the landlord in
10 writing of her intent to do so. Once funds have cleared, landlord will file
11 a dismissal of the unlawful detainer.

12 5. If Defendant breaches paragraphs 3 or 4 of this Stipulation it will be considered a
13 material breach of this Stipulation and Plaintiff is entitled to entry of judgment for possession
14 of the Premises, issuance of a writ of possession and forfeiture of the rental agreement and any
15 unpaid balance then due and owing. Plaintiff may move for entry of judgment ex parte
16 application upon 10 court days' written notice to Defendant and 10 court days' telephonic
17 notice to Defendant's attorney, Erin Katayama at (415) 865-9227.

18 6. Defendant understands and agrees that the payments required by this Stipulation
19 do not constitute rent nor do they act to create a new tenancy or reinstate Defendant's tenancy
20 but instead are damages pursuant to the settlement, unless and until she has completed all
21 obligations required by this Stipulation. After execution of this Stipulation and dismissal of this
22 case, all payments made pursuant to sections two and three will be credited to Defendant as
23 rent.

24 7. If Defendant transfers to another rental unit owned or managed by Plaintiff after
25 execution of this Stipulation, Defendant agrees that all terms of this Stipulation will transfer
26 and apply to any such rental unit that she may transfer to or move to during the terms of this
27 Stipulation including but not limited to the Termination Date.

28
STIPULATION (Stay Agreement)2

1 9. This Stipulation sets forth the entire understanding of the parties in connection
2 with the subject matter hereof. None of the parties hereto have made any statement,
3 representation, or warranty in connection herewith which has been relied upon by any other
4 party hereto or which has been an inducement for any party to enter this stipulation, except as
5 expressly set forth herein. It is expressly understood and agreed that this Stipulation may not be
6 altered, modified, amended, or otherwise changed in any respect whatsoever, except by written
7 agreement of the parties. The parties agree that they will make no claim at any time that this
8 Stipulation has been altered or modified or otherwise changed by oral communication of any
9 kind or character.

10 10. Each party represents and warrants that they have not assigned or transferred or
11 purported to transfer or assign to any person, firm, or corporation any claim, demand, damages,
12 debt, liability, action, or cause of action herein released.

13 11. Nothing contained herein shall be construed as an admission by any party hereto
14 of any liability of any kind or any other party or entity.

15 12. Plaintiff and Defendant agree to bear their own legal costs and attorney' fees
16 pertaining to the instant action.

17 13. This stipulation shall constitute a judicially enforceable settlement as defined by
18 California Code of Civil Procedure section 664.6. As such, the Court shall retain jurisdiction
19 over the parties to enforce the Stipulation and any Judgment.

20 14. In the event that any provision of this Stipulation is determined to be invalid,
21 illegal, or unenforceable for any reason, the validity, legality, and enforceability of the
22 remaining provisions shall not be affected or impaired thereby.

23 15. Defendant and Plaintiff acknowledge that they have read this Stipulation and
24 understand the terms and conditions of it, and the legal effects thereof, including, but not
25 limited to, the consequences of default by Defendant.

26 17. Defendant represents there is no one else residing in the above Premises who
27 claims a right to possess the Premises accruing on or before the date when this action was filed.
28

STIPULATION (Stay Agreement)³

1 18. Should Defendant choose to vacate the Premises prior to the expiration of the
2 Stipulation and fail to turn in keys and sign exit forms, any personal property left at the above
3 Premises after Defendant vacates is deemed to be abandoned after 15 days and may be
4 disposed of as plaintiff sees fit, subject to Sections 715.010(b)(3) and 715.030 of the California
5 Code of Civil Procedure.

6 19. Plaintiff shall dismiss the pending litigation without prejudice within five court days
7 of expiration of the agreement.

8 20. Should a party seek relief pursuant to the terms of this stipulation, the prevailing
9 party shall be entitled to reasonable attorney fees.

10
11 Dated: October 11, 2016

12 Approved as to content and form.

13
14 DATED: _____ DANIELLE TENANT, Defendant

15
16 DATED: _____ ERIN KATAYAMA, Attorney for Defendant

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18
19 DATED: _____ LANDLORD, Plaintiff

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21 DATED: _____ OPPOSING COUNSEL, Attorney for Plaintiff

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STIPULATION (Stay Agreement)⁴

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