

# California Eviction Defense: Protecting Low-Income Tenants 2017

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## Sample Stipulation Stay Agreement

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*Homeless Advocacy Project  
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5 Attorney for Defendant  
6 DANIELLE TENANT

SUPERIOR COURT OF THE STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO — LIMITED CIVIL JURISDICTION

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

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.

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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 7<sup>th</sup> 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)<sup>3</sup>

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  
17

18           DATED: \_\_\_\_\_ LANDLORD, Plaintiff  
19

20           DATED: \_\_\_\_\_ OPPOSING COUNSEL, Attorney for Plaintiff  
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STIPULATION (Stay Agreement)4

## **NOTES**

## **NOTES**