

STIPULATED AGREEMENTS IN EVICTION COURT

Most landlord-tenant court cases are resolved without a trial. Instead of a trial, landlords and tenants often agree to what's called a stipulated settlement, or stipulated agreement. "Stipulated" means that both sides agree to the terms, without the judge being involved or making a decision about the law or the facts. There are advantages and disadvantages for tenants who sign these kinds of agreements. Keep in mind that, if you do sign a stipulated agreement, you may be giving up some important legal rights.

ADVANTAGES:

- It's fast: The case is resolved right away, without a trial.
- If you are able to follow the agreement **exactly**, the case will be dismissed and there will be no judgment of eviction on your record. (If your agreement doesn't say specifically when the case will be dismissed, it will be dismissed in one year.)
- Depending on the agreement, you may be able to stay in your housing, or get more time to move than you would if you went to trial and lost.
- Depending on the agreement, you may be able to avoid paying the landlord's court costs or attorney fees.

DISADVANTAGES:

- Some agreement forms say that you "waive" (meaning give up forever) any other rights you might have to sue your landlord. You should strongly consider refusing to sign an agreement that contains a waiver term. You can ask the landlord to cross out that part of the agreement.
- You lose your chance to go to trial. Any counterclaims or defenses that you might have had to the eviction will be lost. It won't matter if there was a legal problem with the eviction. If you enter into a stipulated agreement, you lose your right to object to the landlord's eviction case.
- If you don't agree on a specific date for your case to be dismissed, it may stay on your record for one year.
- You must follow the agreement exactly as it is written. If you don't follow the agreement, the landlord can evict you very quickly, without the right to a trial. Even a minor violation can result in an eviction.
- Although you can ask for a hearing if the landlord says you didn't follow the agreement, the only issues that the judge will ask about are:
 - did you follow the agreement
 - did the landlord prevent you from following the agreement
 - did you and the landlord change the agreement
 - was the agreement entered into in good faith
 - was the agreement fundamentally unfair
 - did you actually owe rent that came due after you made the agreement

SHOULD I SIGN THE AGREEMENT?

It's up to you whether to agree to enter into a stipulated agreement. Agreements can give you more time to move, can prevent an eviction from going on your record, and can sometimes allow you to keep your housing. But you are giving up a lot of legal rights when you sign a stipulated agreement.

You should ask yourself:

- Are the terms of this agreement realistic? Can I actually pay the money that I'm agreeing to pay? Can I actually move out by the time I'm agreeing to move?
- Will the landlord agree to dismiss the case right away, or will it be on my record for a year?
- How likely is it that I would win at a trial? Are there legal problems with the landlord's notice of termination? Do I have any counterclaims?
- Is it possible that I could find an attorney to represent me at a trial? (If you go to trial and lose, you could be asked to pay your landlord's legal fees.)
- Does the agreement say that I am giving up all other claims that I might have against the landlord? (If so, you should consider asking the landlord to remove that part of the agreement.)

NONCOMPLIANCE NOTICES

If you've already signed a stipulated agreement, and the landlord has filed something with the court saying that you didn't comply with it, there will be a judgment of eviction entered against you. Then the landlord will be able to ask the court for an order to get the sheriff to come remove you in a few days. Once the landlord files the notice of noncompliance, you have only a few options:

- Go to court and file a notice asking for a hearing. You will be given a hearing date in a day or two. At the hearing, you will need to convince the judge either that you actually did comply with the agreement, or that there was a good reason why you didn't. There are only a few things the court will consider:
 - did you follow the agreement
 - did the landlord prevent you from following the agreement
 - did you and the landlord change the agreement
 - was the agreement was entered into in good faith
 - was the agreement fundamentally unfair
 - did you actually owe rent that came due after you made the agreement
- Contact the landlord or their lawyer and ask that they dismiss the eviction after you move out. Then move out right away.
- If there's a disability-related reason why you could not comply with the agreement, ask the landlord or their lawyer for a reasonable accommodation. This could include a new agreement, or more time to move.

Unfortunately, once the agreement is signed, there's not a lot that you can do to change it. You must either follow it or risk getting an eviction judgment against you.

LEGAL HELP

If you want more information about your rights, you can find contact information for a legal aid office near you at <https://oregonlawhelp.org/find-legal-help>.

Free legal services are not guaranteed, and are only available to people whose income is at or below 125% of the federal poverty level, which you can check at <https://aspe.hhs.gov/poverty-guidelines>. If you qualify for public assistance – SNAP, TANF, or SSI – you probably qualify for legal services.

If your income is too high to qualify for legal services, you can contact the Oregon State Bar's lawyer referral service at 800-452-7636. If your income is too high for free legal help, you may qualify for the Modest Means Program.

There is also information and assistance available to help you represent yourself in court. For more information, go to your county law library or visit <http://www.courts.oregon.gov/help/Documents/civiltrialbrochure.pdf>

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