

## Housing Court Locations

### Bronx

1118 Grand Concourse  
Bronx, NY 10451

718-466-3025

### Bronx NYCHA

851 Grand Concourse  
Bronx, NY 10451

718-618-3566

### Brooklyn

141 Livingston Street  
Brooklyn, NY 11201

347-404-9201

### Harlem Community Justice Center

170 East 121 Street  
New York, NY 10035

212-360-4113

### Manhattan

111 Centre Street  
New York, NY 10013

646-386-5500

### Queens

89-17 Sutphin Boulevard  
Jamaica, NY 11435

718-262-7145

### Red Hook Community Justice Center

88-94 Visitation Place  
Brooklyn, NY 11231

718-923-8200

### Staten Island

927 Castleton Avenue  
Staten Island, NY 10310

718-675-8452

# Hotline for Housing Help

## We can answer questions about:

housing court

eviction

tenants' rights

NYCHA

getting repairs

## We can screen you for referral to:

charity assistance

legal clinics

FEPS providers

HomeBase and HRA

**call us**  
**212-962-4795**

Tuesday, Wednesday and Thursday  
9am to 5pm

**housingcourtanswers.org**

Housing Court Answers does not provide rental assistance, but provides referrals.

**This information sheet was prepared by Housing Court Answers.**

**This information is not to be considered legal advice.**

**If possible, consult a lawyer.**

**HOUSING COURT ANSWERS**   
*Fighting for Justice*

# Stipulations for tenants

Most cases in Housing Court are settled. If you do not have a lawyer, you will talk to the landlord's lawyer and try to settle the case.

## What is a stipulation?

On your first court date, you will first try to settle the case with the landlord. You will talk to your landlord or his lawyer and try to make an agreement about the case.

This will happen in the court hallway, a crowded, noisy, busy place. The landlord's lawyer may be in a hurry and may try to pressure you to settle quickly. Take the time you need to work out an agreement that works for you. Ask to speak to the court attorney if you feel pressured or bullied.

The agreement will be written up and is called a stipulation or stip. Usually, your landlord's lawyer or the court attorney will write the stipulation but anyone can write it, including you. After it is signed by both parties and stamped by the judge, it has the power of a court order and the terms are binding.

## What is in a stipulation?

Everything you agree to should be written down. Anything that was promised by the landlord's lawyer but not written in the stipulation cannot be enforced.

The stipulation can be entirely handwritten. Some landlords' lawyers use forms that they printed with terms that they want to include.

Stipulations often have terms that are bad for tenants. During the negotiation, you can cross out anything that you do not agree to. Or, you can use the blank lined sheets that the court provides and write out the entire agreement. You have the right to negotiate every word in the stipulation.

## Read the stipulation carefully and ASK QUESTIONS!

Before signing, be sure that you understand all of it. Take time to read it carefully. Ask for time to read it on your own or take it to the Help Center or Housing Court Answers to have it explained. Ask the judge or court attorney about anything you don't understand or don't agree to before you sign. After you sign it, you are legally bound and it may be difficult to have it changed.

After the stipulation is written, you will go into the courtroom to review it with the judge or court attorney. The judge may read it out loud or may ask you to explain what you agreed to. This is the last time you will have to ask questions. Tell the judge if there are things that should have been included or things that you did not agree to. Make changes now, if you need to. It is better to take the time to renegotiate now than to come back to court later.

Make sure you get your copy.

# Nonpayment Stipulations

Calculate how much rent you owe and see if the landlord is charging fees. You might have to fight with the landlord about what has been paid. Bring receipts, canceled checks, money orders or printouts showing what has been paid.

## Rent

- a list of how much you owe and for which months (breakdown)
- payment due dates
- how payments will be made (mailed or hand delivered, checks or money orders, and to where)
- due dates for paying current rent (rent for the months coming up)
- what happens if you don't make the full payments on time

## Fees

Fees should not be included in the rent you owe. They should be listed separately.

- Late fees, legal fees, AC, washing machine fees, and parking fees can be in the stipulation.
- They can be included, reserved, waived, or severed.

## Repairs

- what will be fixed  
bring photos, letters, or inspection reports
- dates the work will be done
- what happens if repairs are not done
- avoid "inspect and repair as necessary"

## Judgments and Warrant

- A **money judgment** allows the landlord to collect money.
- A **possessory judgment** allows the landlord to have you evicted if you don't pay.
- A **final judgment** usually includes a money judgment and a possessory judgment.
- A **warrant** allows the landlord to hire a marshal.

## Other things

### the landlord give you

- a renewal lease
- a lease in your name
- a rent breakdown
- recertification paperwork
- provide something else that you negotiate

### you to

- trace a money order
- recertify your subsidy
- do something else related to the rent

Make sure there is a clear definition of when and how these things will be done.

# Holdover Stipulations

The stip will depend on the reason for the holdover (what kind of case it is).

## Holdovers in unregulated housing

**Time to move:** the stip will say that you have to move out by a certain date. It might also say that you can come back to court to ask for more time.

**Rent:** do you have to pay rent or **use and occupancy** every month until you move out? Or do you have to pay back rent you owe? The stip should say what must be paid and what will happen if it is not paid on time.

**Condition of apartment:** does the apartment have to be left empty and "broom clean"? Are there services that need to be provided before the move out date?

## Holdovers for violation of the lease or the law

If the landlord is alleging undesirable conduct, the stipulation may contain a probationary period. You might agree to do something (like pay the rent on time) or stop doing something (letting your bathtub overflow) for a certain amount of time. The stip will say what will happen if you break the agreement.

## Judgments and Warrants

If the stipulation includes a judgment and warrant, the landlord will be able to hire a marshal. The marshal can evict you if you don't follow the agreement.

If the stipulation does not have a judgment, the landlord will have to go back to court to get one before he or she can evict you.

You can negotiate a stip without a judgment, especially if you will be paying the rent owed in a short time.

A judgment may appear on your credit report. Ask to include language for the judgment to be **vacated** when the money is paid. You will have to file an order to show cause and go back to court to get the judgment vacated after you pay.

## Going back to court

If you can't pay on time, or move out on time, or if you get a marshal's notice, or the landlord doesn't make the repairs, you will need to go back to court to do an order to show cause. If the OSC is signed, you will get a new hearing. At your new hearing, you might make a new agreement or the judge might issue a new order.

## LEGAL VOCABULARY

**petitioner**—the party that brings the court case, usually the landlord

**respondent**—the party being brought to court, usually the tenant

**amend**—to change

**allege**—a statement or claim by one side for which there is no proof or evidence

**consent**—to agree to something without a formal trial. Be careful with the word consent, it can mean you are agreeing to give up a right

**default**—fail to follow an order of the court (such as not paying on time or not appearing in court at the scheduled hearing date and time)

**motion**—a request to the court—an order to show cause is a motion.

**forthwith**—immediately

**stay**—delay or stop a court order or judgment

**vacate**—cancel a court order or judgment

**waive**—voluntarily give up a right