

THE HOUSING PARTS OF THE CIVIL COURTS ARE LOCATED:

<u>Brooklyn</u> 141 Livingston Street Brooklyn, NY 11201 718-643-7528	<u>Bronx</u> 1118 Grand Concourse Bronx NY 10451 718-466-3025	<u>Queens</u> 89-17 Sutphin Blvd Jamaica, NY 11435 718-262-7145	<u>Manhattan</u> 111 Centre Street New York, NY 10013 646-386-5500
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<u>Red Hook Community Court</u> 88-94 Visitation Place Brooklyn, NY 11231 718-923-8200	<u>Staten Island</u> 927 Castleton Avenue Staten Island, NY 10301 718-390-5420	<u>Harlem Community Court</u> 170 East 121st Street New York, NY 10035 212-828-7558
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WHERE TO GO FOR HELP

The City-Wide Task Force on Housing Court, Inc., staffs information tables in each of the housing courts from 9 a.m to noon Monday through Friday, except for Staten Island and the two Community Courts. Staten Island is open Wed and Thurs. Harlem is open Mon, Thurs & Fri. Red Hook is open every other Wed. The information table is free and is available to all unrepresented litigants. Referrals will be made to neighborhood groups, legal service providers and other eviction prevention services. Each afternoon from 2:00 to 4:00 you can get answers to basic questions from our hotline at **212-962-4795**, or visit our website at cwtfhc.org for more information.

The Metropolitan Council on Housing, Inc. is a citywide membership organization that assists its members and tenants by providing information concerning housing matters including the defense of eviction proceedings. The Met Council Hotline is available on Mon, Wed and Fri afternoons from 1:30 - 5pm at **212-979-0611**.

LEGAL SERVICES

If you have a low income, you may be eligible for free legal services (a free attorney). To get the address of the office that services your neighborhood, contact:

The Legal Aid Society 212-577-3300	Legal Services of New York City 212-431-7200
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If you need a referral to a lawyer and you are not eligible for free legal services contact:

The Bar Association of the City of New York
212-626-7373

The Housing Court Info Line, 646-386-5750, has recorded information on Housing Court in English and Spanish. If you are being evicted for nonpayment of rent you may be eligible for an emergency grant from Human Resources Administration(HRA). There is an HRA unit in each Housing Court. There is also a Pro Se Attorney available to provide legal assistance to unrepresented persons in each of the 5 main Housing Courts. Go to the Clerk's office to arrange to speak with the Pro Se Attorney.

THIS INFORMATION SHEET WAS WRITTEN AND PREPARED BY THE CITY-WIDE TASK FORCE ON HOUSING COURT, INC. THE TASK FORCE IS A NON-PROFIT COALITION OF HOUSING ADVOCATES AND LEGAL SERVICE PROVIDERS. THIS INFORMATION IS NOT TO BE CONSIDERED LEGAL ADVICE.

THE CITY-WIDE TASK FORCE ON HOUSING COURT, INC. INFORMATION SHEET

STIPULATIONS IN COURT

The Process

On your first day in Court you have 3 choices: (1) get a postponement (called an "adjournment"), (2) have a trial, or (3) come to an agreement with the landlord about how to resolve (or "settle") the dispute that brought you into Court. If the landlord has a lawyer, you will most likely be dealing with him/her.

Many people end up negotiating a settlement. The terms of the settlement are written up in a document called a "stipulation" or "stip." When you sign a stip, both sides agree to carry out its terms. A stip can include such things as how much money you must pay the landlord and when you must pay it, what repairs the landlord must make before you pay that money, and when those repairs are to be finished.

It is easy to get confused or forget things in Housing Court so prepare beforehand in case you end up agreeing to settle your case. Write down in advance what you want and talk with tenant advocates.

Everything that is agreed to must be stated in the stip. The Court Attorney assigned to the Judge may be helpful here. After the stip is written, it must go to the Judge. Both sides will be called up to the front of the courtroom (to the "bench") where the Judge will review the stip with you before s/he orders it. If you do not understand the stip, you should say so before you sign it. Do not leave the courtroom until you get a signed copy of the stip.

If you and the landlord cannot come to an agreement on the terms of the stip, you have the right to go to trial that day or on a day in the very near future. Going to trial includes certain serious risks. For example, you may have to deposit the disputed rent into Court right away and then all future rent until the case is over. For more information on the risks of trial, speak to a tenant advocate or read the "Rent Deposit" Information Sheet.

The Stipulation Forms

The Court has blank forms you can use to write a stip. Some landlords' attorneys use their own stip forms with terms already printed on them. You do not have to agree to the terms on their printed forms. You have the right to negotiate every word in a stip, even if it is pre-printed and looks "official." You can check the meaning of many legal terms later in this Information Sheet or ask the Judge or Court Attorney what they mean. If you do not read English well, you can ask for a Court interpreter before you consider signing the stip.

Who Writes the Stipulation

You, your attorney, the landlord, the landlord's attorney, or the Court Attorney assigned to the Judge may write a stip. In certain situations a licensed Court mediator can write the stip. Working out

an agreement is a two-way process. Make sure that everything that you want and have agreed to is written in the stip before you sign it. For example, if your landlord says s/he will give you 2 months to pay your back rent or s/he will give you a new lease, make sure it is written in the stip.

Do not sign a stip that you will not be able to keep. If someone tries to pressure you, you can refuse to sign. You can ask to change the terms or you can speak to the Judge or the Court Attorney.

Repairs

If you need repairs, they should be included in the stip. You might want to ask for an inspection and that the rent not be paid until repairs are finished. Be sure to include specific access dates and times for repairs to be made and a completion date. You can also add that if the workers do not come by a specific time, you do not have to wait. If the case is for non-payment, you can ask for an "abatement" (defined below) because repairs were not made.

Money To Be Paid

You should know how much money you owe and how much you can pay before you go to Court. If in doubt, ask for a rent breakdown. Bring any proof of payment with you, such as rent receipts, returned checks, or money order receipts. If you cannot meet the landlord's payment plan, suggest one that you can carry out.

Legal and Other Fees

Your landlord may demand that you pay legal fees, late fees, or other fees. Before you sign a stip that includes such fees, know if your lease has a clause that says you must pay them. No matter what, you have the right to dispute these fees; only the Judge can order you to pay them.

Following Through with the Agreement

In most cases both you and the landlord will be held to the terms of the stip. If either of you cannot follow through on the stip, you may return to Court to see the Judge again. You do this by applying for an "Order to Show Cause" (OSC) and giving a good reason for not following through. If the landlord did not do what s/he promised, you should state what the landlord did not do. It is important to file the OSC soon after either you or the landlord fails to comply. If the Judge signs your OSC, you must get a copy to the people listed at the bottom of the OSC or the Judge may not hear your request.

Legal Words and Phrases That Are Often Used in Stipulations

Abatement - A reduction in the amount of money you must pay the landlord because of lack of repairs and poor conditions in your apartment (in non-payment cases only). You must ask for an abatement and show that you gave the landlord notice of the conditions and that you were willing to give access for the repairs to be made.

Eviction Notice or Marshal's Notice - The official notice that you receive from a New York City Marshal. This notice must be either (1) delivered to you by hand or (2) taped on or slipped under your door plus mailed to you by both regular mail and certified mail. You can be evicted on the 6th business day after the date on your notice, or 72 hours if it was delivered to you personally. You may be able to stop the eviction by going to Court immediately and applying for an OSC.

Eviction (Execution of Warrant) - When a NYC Marshal or Sheriff removes you and/or your belongings from your apartment and locks you out after the housing court case is over. Only a NYC Marshal or Sheriff can evict you.

Final Judgment - A final Court decision that states how much you owe and when you must pay it as part of a "final judgment." Once a landlord gets a final judgment, a warrant of eviction can be issued. A stip does not have to include a final judgment, but many landlords' lawyers will not agree to a stip unless it contains a final judgment. If you agree to a final judgment, you can be evicted without a trial later if you do not follow through on the terms of the stip. If you offer to pay what you owe before the Court gives the landlord the warrant of eviction, the landlord must accept this amount and you cannot be evicted.

Inspect and Repair as Necessary - The landlord is to inspect your apartment to see the conditions and fix only those s/he feels are necessary (in theory, those that would be violations of law). Do not confuse this with "inspect and repair by . . .," which means that the landlord is to see the conditions and then repair them by a certain date. If you and your landlord disagree about what repairs are "necessary," you will have to go back to Court.

Jurisdiction - When the Judge has the power and authority to decide a case. For example, the Judge can hear the case if the landlord follows the required procedures for beginning the case (properly filling out and delivering notices and Court papers).

Motion - A written request to the Judge to order something, such as an order to make repairs or stop an eviction.

Non-payment Converted to a Holdover - When your landlord wants to change your non-payment-of-rent case to a case where you agree to give up your apartment. This is a serious decision that should be made only as a last resort after you receive something very valuable in return. Both sides must agree to this.

Order to Show Cause (OSC) - A request (motion) to bring your case back before a Judge quickly; for example, if you need to ask the Judge to change the terms of the stip or to stop an eviction if you have a good reason. Bring any proof that is available with you.

Restore upon [8 Days] Written Notice - Lets you or the landlord make a motion to bring the case back before the Judge usually because the other person did not follow through on the stip's terms. The person making the motion must give the other side at least 8 days advance notice before the Court date that s/he will bring the case back to Court for whatever the reason stated in the motion. If sent by mail, 13 days advance notice must be given.

Tenant to Vacate - Where the tenant agrees to move out permanently.

Upon Default - Defines what will happen if either side does not do what was agreed in the stip.

Vacate (or Modify) the Stipulation - To change a stipulation by going back to Court and applying for an OSC or making another type of motion. You must have a good reason and proof to do this.

Waive - To give up a legal right. Seriously think through any offers by your landlord or the landlord's attorney to give up any of your legal rights before agreeing to do so. For example, you may be asked to give up your right to challenge the way the landlord's legal papers were delivered to you.

Warrant or Warrant of Eviction - A Court-issued document giving a NYC Marshal or Sheriff the right to evict you from your apartment.

Warrant to Issue Forthwith - Lets the landlord apply for a warrant of eviction right away rather than waiting to see if you follow through on the stip and then evict you without further notice.