

Court Mediation Worksheet

To get ready for **Court Mediation**, answer the questions below. For more information about Court Mediation and Trial, go to www.cteviction.guide/mediation-and-trial.

Rent

If you owe rent, what is the total amount you currently owe?

Tip: Try to calculate exactly how much you think you owe *before* mediation. You can request a payment ledger from your landlord. But always check the ledger for errors—your landlord’s records may not be accurate. If the amount you owe is in dispute, bring any payment documentation you have (like receipts, money orders, cancelled checks, screenshots of your online payment account, or messages from your landlord) with you to court.

Tip: If you and your landlord can’t agree about how much is owed, you can ask for the agreement to say, “the amount of rent or use and occupancy due remains in dispute.”

Have you applied for rental assistance? What is the status of your application?

Tip: If your application is still being processed, you can ask for the mediation to be rescheduled to allow the application review process to finish. You can make this request ahead of time by filing a **Motion for Continuance**.

If it is a UniteCT application, include your application number. For more information about rental assistance, go to www.cteviction.guide/rental-assistance.

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Can you pay your rent going forward? If so, how?

Tip: Details about your ability to pay might help you negotiate an agreement that lets you stay. Examples: “I’ve got a new job.” or “I’m receiving my benefits again.”

If you want to propose a payment plan for back rent, what would be an affordable plan for you?

Tip: If you agree to a payment plan, make sure it is realistic. Consider things like:

- How much can you afford to pay towards back rent while still paying your rent going forward and covering your other expenses, like food and transportation?
- When should each installment payment be due and how will you make the payments? What specific dates would be easiest for you to pay on?
- How will you pay (cash, money order, Venmo)? If payments will be mailed, should they be *postmarked* by the deadline or *received* by the deadline?

Including these types of details ensures there is no confusion and that you can do everything the agreement says you will do.

Tip: Keep in mind that if you are late making even just one payment, the landlord may be able to immediately ask the court to issue an **Execution**, the court order that allows a marshal to remove you and your belongings. (If this happens, you must immediately file an Objection to the Execution. Otherwise, the court may issue the Execution without a hearing. The court’s Objection to the Execution form is included in the Form Filler at www.ctevictionguide/forms. This form is also available at the Court Clerk’s Office.

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Housing Conditions

Have you lived with bad conditions? What kind of conditions and for how long?

Did you inform your landlord and ask for repairs? Do you have proof? (Such as emails or text messages)

Did you complain to the city code enforcement office? Did they complete an inspection? Did your landlord comply with any repair orders?

What *evidence* of the bad conditions do you have? (Such as photos, inspection reports, messages to your landlord, receipts for out-of-pocket costs, witnesses)

Tip: Bring any evidence of the conditions with you to court mediation. You can ask that your agreement include terms that address these conditions, such as:

- A reduction in the amount owed to reflect the time you were living with the bad conditions and/or your out-of-pocket costs due to those conditions. Think about the exact amount of back rent or future rent you want waived.
- A requirement that your landlord make necessary repairs by a certain date. (If you reach an agreement that says your landlord will make a repair by a certain date and your landlord fails to do so, you can go back to court and ask that the judge order the landlord to comply with the agreement.)
- Note that if you go to trial, the judge **cannot** order your landlord to make repairs. The judge can only decide whether you can be evicted based on your landlord's claims in the complaint. (But if you the conditions are very bad, the judge *may* consider them a defense to not paying rent.)

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Moving

Do you want to stay, or do you want to move? If you want to move, or if your landlord won't agree to you staying, how much time would you need to find a new place and move?

Are you willing and able to pay future rent to get more time to move?

Tip: Your landlord may be more willing to let you stay longer if you are able to pay for the months you will still be in the apartment, even if you can't pay the back rent.

Tip: Never agree to move in less than 5 days. If you go to trial and lose, the judge must give you at least 5 days (not including the day of the judge's decision, Sundays, and legal holidays) before the court may issue an **Execution**.

Tip: Was your case started for "lapse of time" (meaning that your landlord wants to evict you because your lease expired)? If you go to trial for a lapse-of-time eviction, the judge can give you up to 6 months to move. But also keep in mind that if you go to trial, the judge can also choose to give you less than 6 months.

Legal Defenses

What are your *defenses* to the eviction? What evidence do you have that supports your defenses?

Tip: You included any defenses you have in your **Answer**. Bring any **evidence** that supports your defenses to mediation (go to www.cteviction.guide/trial).

Raise your defenses and evidence at your mediation. Your landlord may be more willing to accept an agreement with the terms you if you have strong defenses.

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Agreement for Judgment vs a Temporary Agreement

Are you okay with an agreement that includes judgment entering in favor of your landlord or do you want to push for a temporary agreement?

Tip: The most common type of agreement suggested by mediators and landlords is an agreement that judgment will enter in favor of the landlord. Under this type of agreement, **your landlord wins the case** and you give up your right to a trial. In exchange, the agreement may give you things like more time to pay or more time.

If you break an agreement for judgment—like by missing a payment—your landlord can return to court and quickly get an **Execution** (the court order that allows a marshal to remove you from the unit). The public record of the case will also say that your landlord won, which may make it harder to find new housing.

An agreement that includes judgment entering in favor of your landlord might be the only kind of agreement your landlord will accept, and it might still be a better option for you than going to trial. But you can also ask your landlord if they will instead agree to a temporary (also called an “interim”) agreement that does not include judgment entering (meaning it does not decide who wins the case).

A temporary agreement gives you and your landlord time to do things before you have to go to trial or enter into an agreement about who wins the case. You might want more time to consider and finalize agreement terms, complete a rental assistance application, pay back rent, secure a new apartment, or fix the issues that led to the eviction case.

If your landlord wants you to move but insists that you sign an agreement that includes a judgment, you can explain that you will likely be able to move faster if your landlord instead agrees to a temporary agreement with a move-out date. This is because new landlords are less likely to rent to tenants that have an eviction judgment entered against them.

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If your landlord agrees to a temporary agreement, make sure the agreement clearly states that *“judgment for possession shall not enter at this time.”* The agreement can also set a new date for follow-up mediation by saying something like *“The parties agree that mediation will be continued for [insert amount of time] for the parties to complete their obligations under this agreement.”*

Other Potential Agreement Terms

You and your landlord can craft an agreement with any terms you both want. Review the below list for some ideas of other potential terms. Check off any terms you want to ask for and use the blank spaces to write in other terms you want.

Your landlord will write you a positive or neutral reference letter

Having a good or neutral letter from your landlord may make your future applications for housing more successful.

A “neutral” reference letter usually states the dates you lived in the apartment and whether you owe any rent. A “positive” reference letter might also say you were a satisfactory or good tenant and that you both mutually agreed to terminate the lease

You can write out what the letter must say in the agreement. You can also include a requirement that your landlord give you the letter on the day of the agreement, so you have the letter ready to submit with new applications.

You and your landlord agree to “mutual termination of the lease” and that neither party admits any wrongdoing.

This means you and your landlord both agree to end the lease and you are moving out voluntarily, instead of for the reason stated in the Complaint. Including this term might make your future applications for housing more successful because the agreement reflects that you do not admit any wrongdoing, and that you and your landlord mutually agreed to end the lease.

If you have a housing voucher, like Section 8 or RAP, this type of term may also help you preserve your voucher.

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You and your landlord agree that the landlord will file a motion to open and withdraw the court case within ten days of your fulfillment of the agreement terms.

Getting the case withdrawn (dropped by your landlord) will not erase the public record, but it may reduce the record's negative impact. That's because having a record of a withdrawn case is better than having a record of a record of your landlord winning an eviction case against you.

Upon your fulfillment of the agreement's terms, your landlord shall reinstate you as a tenant in good standing.

The right to stay permanently is called a "reinstatement of the lease." Agreements that include a reinstatement of the lease often say that the lease will be reinstated in exchange for your completion of certain terms—like a payment plan, having someone not authorized move out, or cleaning up. You can offer this type of compromise to your landlord.