

STATE OF VERMONT

SUPERIOR COURT
_____ Unit

CIVIL DIVISION
Docket No. _____

_____,
Plaintiff(s)

v.

and all others residing at the premises,
Defendant(s)

STIPULATION TO DISMISS

Now come the parties and with the advice and assistance of counsel, if available, stipulate and agree as follows:

1. The parties agree the monthly rent for the residential dwelling is \$____* per month.

2. The parties agree the following amounts are owed to plaintiff:

a. Rent arrears \$____*

i. Rent arrears covers the months of _____* to _____*.
[month/year] [month/year]

Total Rent Payment: \$_____*

b. Other court related expenses including: (limit \$5,000)

Court Costs \$ 310.00
Court Filing fee and electronic filing surcharge

Sheriff's fees \$____*

Plaintiff's Attorney's fees \$____*

i. The written rental agreement between the parties provides at Section _____*, that Plaintiff may recover Attorney's fees.

c. Damage/Repairs to Unit (limit of \$5,000) \$_____

i. Explanation:

Total to be paid via VSHA: \$_____*

- d. The plaintiff and defendant have agreed the following amounts are owed to plaintiff and are not payable.

Remaining Rent Arrears / Late Fees
(if defendant has exhausted defendant's benefits): \$ _____

Total Expenses \$ _____

3. That the following situation applies to the parties:

- Defendant will apply to the Eviction Prevention Benefit under the VSHA Landlord Relief Program for the above listed amounts. Plaintiff agrees to complete the landlord portion of the application process. **The parties request that the court schedule a status conference in 30 days to receive an update on the application status.**

a. Rent Benefit Payment: \$ _____

b. Other Expenses: \$ _____

The amounts listed in "expenses" above have been paid by Plaintiff, and this stipulation shall serve as documentation that Plaintiff must be reimbursed for these expenses and reimbursement will be requested on the Defendant's application for Eviction Prevention.

c. Total to be Paid by VSHA: \$ _____

d. Upon payment of the total amount listed in paragraph c, it is the intent of the parties that this this action shall be dismissed with prejudice and Defendant may remain in the rental unit located at _____ and shall not be evicted for nonpayment of rent OR Other Expenses listed above.

e. The Plaintiff Agrees to Enter into a New Lease at the same rental rate for the period of _____ months.

f. Plaintiff agrees to cure any code violations present in the rental unit within 30 days of execution of this stipulation.

- Defendant (or their Agreed Upon Provider) has already applied to the Eviction Prevention Benefit under the VSHA Landlord Relief Program for the above listed amounts. Plaintiff agrees to complete the landlord portion of the application process.

a. Rent Benefit Payment: \$ _____

b. Other Expenses: \$ _____

The amounts listed in "expenses" above have been paid by Plaintiff, and this stipulation shall serve as documentation that Plaintiff must be reimbursed for these expenses and reimbursement will be requested on the Defendant's application for Eviction Prevention.

- c. Total to be Paid by VSHA: \$_____
- d. This action shall be dismissed with prejudice and Defendant may remain in the rental unit located at _____ and shall not be evicted for nonpayment of rent for the equal number of months paid.
- e. The Plaintiff Agrees to Enter into a New Lease at the same rental rate for the period of (6-12) months
- f. Plaintiff agrees to cure any code violations present in the rental unit within 30 days of execution of this stipulation.
- g. Plaintiff may reopen this court action if Plaintiff does not receive funds from VSHA.

4. The Plaintiff agrees to complete the Eviction Prevention application through the Landlord Relief Program to ensure proper payment credit and compliance with program certifications.

Landlord Signature date

Tenant Signature date

Approved:

Attorney for Plaintiff if represented

Attorney For Defendant if represented

SO ORDERED:

Hon.

*These sections must be completed to be eligible to receive funds through Eviction Prevention. Enter \$0.00 if not applicable.