

This handout is general legal information. It is not legal advice about a specific case. If possible, you should talk to a lawyer about your specific case.

DO I HAVE TO SIGN A STIPULATED AGREEMENT IN AN EVICTION?

Most eviction court cases settle without a trial. Instead of a trial, landlords and renters often make a 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.

Renters always have the right to ask for a trial. Renters do not have to sign stipulated agreements. And if the eviction is about nonpayment of rent, fees, or utilities, then renters have until the date of the trial to pay the landlord what the notice says the renter owes and get the case dismissed. **Renters do not have to make a stipulated agreement if they can pay the money owed on the notice.** Renters can ask for a trial and get more time to pay.

In any kind of eviction case, if a renter asks for a trial and then moves out before the trial date, the judge should dismiss the case if the renter comes to the trial and proves that they have moved out.

Renters should carefully consider whether to make a stipulated agreement. And renters should never believe anyone who says that the renter doesn't have the right to ask for a trial.

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:

- Can I pay the amount that the landlord says I owe on the notice now, or before the trial? **If so, renters can pay and have the case dismissed. Renters do not have to make an agreement to do this. Renters can ask for a trial and pay on or before the trial date.**
- 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? Can I find a lawyer?
- 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.)

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

Free legal help may be available from the Eviction Defense Project. You can call the Eviction Defense Project at 888-585-9638 and leave a message Monday-Friday from 9AM-1PM. Or you can fill out a web form at <https://oregonlawcenter.org/eviction-defense-project/> at any time.