

HOUSING COURT HELP

A TENANT'S GUIDE TO NEGOTIATING WITH YOUR LANDLORD



HOUSING COURT ANSWERS 
Fighting for Justice

PUBLIC
ACCESS
DESIGN

RULES FOR NEGOTIATING

1 COME TO COURT PREPARED

Know how much rent you owe, and how much time you'll need to pay the arrears. **Bring proof: receipts of rent you have paid, photos of the repairs you need, etc.**

2 FIND OUT WHO YOU'RE TALKING TO

and who he or she works for. The landlord's lawyer doesn't work for the court and he doesn't get to decide what happens. He might act nice, but he's not on your side!

3 TAKE TIME TO UNDERSTAND WHAT YOU'RE AGREEING TO

Slow down and ask questions. Once you sign a stip (see next page), you could face serious consequences if you're not able to pay. The stip should be **an agreement** between you and your landlord.

4 PUSH FOR WHAT YOU WANT

You have the right to negotiate every item on the stip. You don't have to agree to what the landlord wants.

5 ASK TO SPEAK IN FRONT OF THE COURT ATTORNEY

If things aren't going your way during negotiations, ask a court officer or court clerk if you can negotiate in front of the court attorney. Having someone else there could help.

GETTING STARTED

This booklet will help you negotiate a better agreement for yourself in your nonpayment case. On your day in court, you'll talk to your landlord's lawyer and try to settle your case. This conversation should be a negotiation - you have the right to push for what you need. The lawyer will write down what you both agree to on a paper called a stipulation, or a stip. Careful - when you sign your stip, you're officially agreeing to do what it says or face the consequences.

A STIP WILL USUALLY SAY:



WHEN YOU HAVE TO PAY

The deadlines for paying current rent and back rent (arrears)



YOUR DEMANDS

For example, repairs you need made by a certain date



HOW MUCH YOU OWE

Make sure the stip has a breakdown of the money you owe that shows how much is for rent and how much is for fees



CONSEQUENCES!

What happens if you or your landlord don't do what you agreed to do. Watch out for language about a "final judgment" and "warrant" (see page 5)



Check the back cover for important words and their definitions.

1 What to do if the landlord's lawyer is intimidating you

LANDLORD'S LAWYER

Sign now or we go to trial!

No, 30 days is not enough time to pay all the back rent I owe. I need more time!

TENANT

TIP #1

Ask for better terms, like more time to pay, especially if you know that you can't pay on time.

Excuse me, sir. I'm being intimidated. Can I negotiate my stip in front of the court attorney?

COURT OFFICER

COURTROOM

Right this way ma'am.

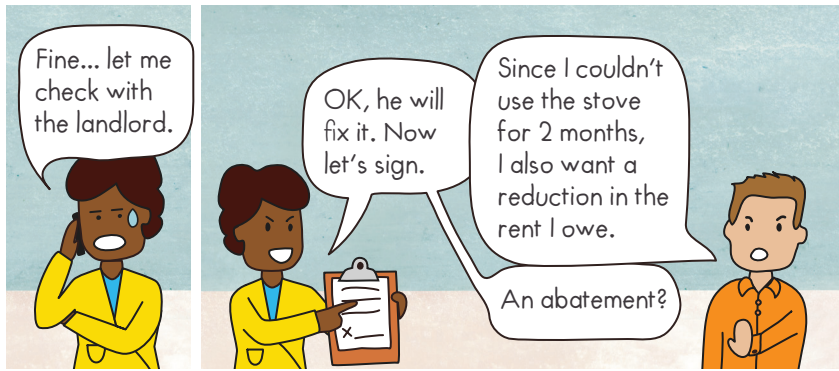
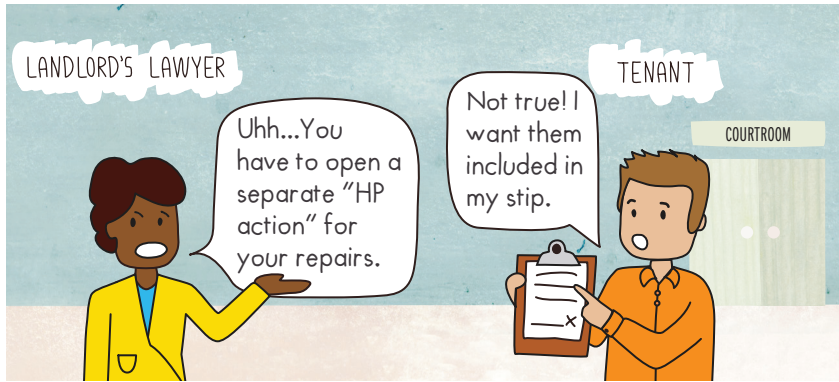
TIP #2

You can always wait to sign the stip until you've reviewed it with the judge or the court attorney.

If you change it to 60 days, I will sign.

COURT ATTORNEY

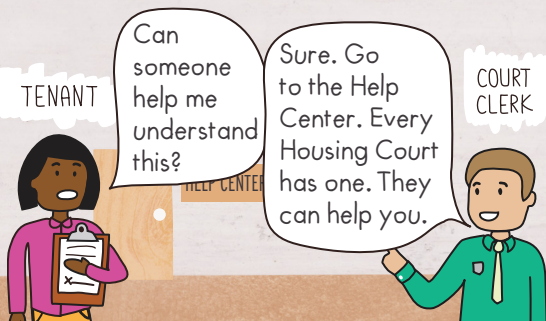
Sigh... Fine, let's sign.



TIP #3

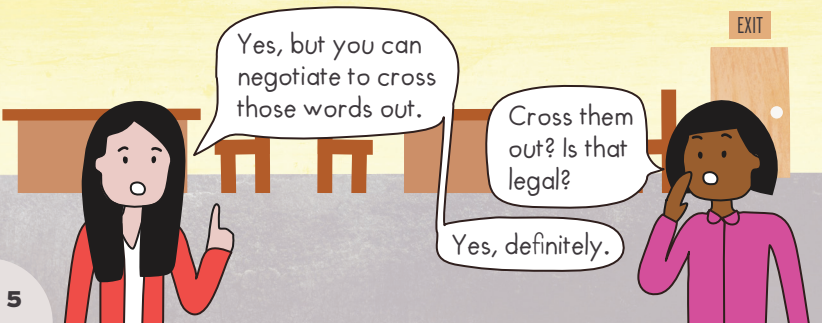
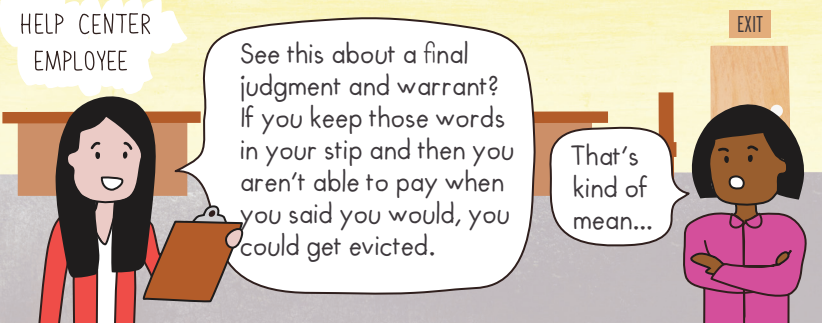
Make sure all promises get written down in the stip. Watch out for vague phrases like "landlord will inspect and repair if necessary." If you want an abatement, it'll be easier for you to negotiate if you have most of the rent you owe.

What to do if there is a final judgment and warrant in your stip



TIP #4

It's a good idea to get help understanding your stip, and to take time to read it on your own.





TIP #5

The landlord's lawyer may give you a pre-printed stip to sign. But even if it's printed, it's not an official court document until everyone signs it. You can cross things out and add things to the stip as you negotiate. And remember – whatever you and your landlord agree to in your conversation has to be written down in the stip for it to count.



TIP #6

Going to trial can help you or make things worse. Talk it over with someone at the Help Center. You can also ask the judge for more time to think it over (called an adjournment).

4

What to do if you're not sure what you're being asked to pay

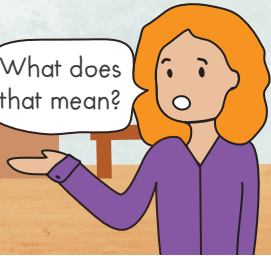
HOUSING COURT
ANSWERS EMPLOYEE

TENANT



See this: "All payments shall be first applied to current rent then to arrears."

What does that mean?



It means even if you pay the back rent, you can still be evicted for not paying next month's rent.

Oh wow! Okay, I will try to get that taken out of my stip.



And this here: the lawyer is asking you to pay the late and legal fees.

Can I ask the lawyer or the judge to take that out?

Yes, definitely.



TIP #7

Make sure the stip lists out the rent owed for each month separately. You'll need this for back rent assistance.

WHAT HAPPENS AFTER I NEGOTIATE MY STIP?



1

You'll **go into the court room** to review the stipulation agreement with a court attorney or judge.

2

The judge may read the stip out loud. If she says something you don't understand, **ask her to explain.**

3

If she says something you didn't agree to, let her know and **ask if you can change the stip** before she signs it. It's better to take the extra time to renegotiate now than have to come back to court.

4

Once it's signed by the judge, the stip is **legally binding**. This means you have to do what it says or face the consequences—**you could get evicted.**

5

Get a copy of your stip before you leave the courtroom.

6

Later on, if you realize you can't meet the terms of the stip, go back to court and file an **order to show cause**. This could get you a new court date so you can ask for more time to pay. See the back cover of this guide.

NOW IS THE TIME TO STAND UP FOR YOUR RIGHTS!

- 1 Stand up for yourself. Don't be afraid!
- 2 Ask questions, take your time. Get help if you need to!
- 3 Make sure you understand what you sign.

WHERE TO GET HELP

Housing Court Answers has information tables in all of the city's Housing Courts. Visit hcanswers.org or call 212-962-4795 to get more info on Housing Court or referrals to organizations that may help with your back rent.

Every Housing Court in NYC has a **Help Center** that offers free legal information to tenants without lawyers. Visit them on your day in court or at nycourts.gov/courts/nyc/housing/resourcecenter.shtml

Visit **LawHelpNY.org** to find free legal service providers that could help you with your case, as well as more info on Housing Court.

Call **NYC Housing Court's InfoLine** at 646-386-5750 for general info about the courts, or visit nycourts.gov/nychousing

Human Resources Administration (HRA) has offices in all of the city's Housing Courts with information about eviction prevention programs. Visit nyc.gov/html/hra or call 311.

WHO MADE THIS?

**PUBLIC
ACCESS
DESIGN**

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publicaccessdesign.org

CUP: Clara Ameyo, Christine Gaspar

Housing Court Answers: Jessica Hurd, Jenny Laurie, Louise Seeley, Mahkeddah Thompson, Jenny Cruz

The Public Society: Stephanie Lukito, Wendy Qi, Pranav Behari



The Center for Urban Pedagogy is a nonprofit that uses the power of design and art to increase meaningful civic engagement. **welcometoCUP.org**



Housing Court Answers is a nonprofit organization dedicated to empowering people who cannot afford an attorney in housing court. **hcanswers.org**



The Public Society is a multi-disciplinary design firm dedicated to using design as a verb to improve the world that we live in. **thepublicsociety.com**

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TERMS FOR TENANTS

JUDGMENT - when the court officially decides that you owe money or need to move out. If you “consent” or agree to a judgment in your stip and don’t pay on time, the judgment allows your eviction to go forward. It’s a good idea to get a judgment taken out of your stip. If that’s not possible, add “paid judgments will be vacated” to avoid potential long-term consequences to your credit.

WARRANT - an order from the court that lets a marshal evict you. If you consent (agree) to “the immediate issuance of a warrant” in your stipulation agreement, a marshal can come evict you from your home if you don’t pay on time.

WAIVE - to give up a right. Make sure you understand and agree to any right you are waiving.

CONSENT - to agree. “The respondent consents to” means you, the tenant, agree to whatever follows.

DEFAULT - the words “upon default” come before the description of what will happen if you don’t pay or move by the deadline.

ORDER TO SHOW CAUSE or OSC - a request to the court. You can use an OSC to ask the judge for a new court date for more time to pay or move, or for some other change after your hearing.

ABATEMENT - a reduction in the rent you owe because of repairs that weren’t made, or services that weren’t provided like heat or hot water.