

APPENDIX B

DRAFT 8/11/16

PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
1339 Chestnut Street, Room 1020, Philadelphia, PA 19107
Honorable Bradley K. Moss, Supervising Judge Patricia R. McDermott, Deputy Court
Administrator

LANDLORD-TENANT CASE
LT-XX-XX-XX-XXXX

Landlord	Tenant(s)
Property	

SETTLEMENT AGREEMENT
FOR RESIDENTIAL PROPERTY

ALL PARTIES AGREE TO THE FOLLOWING:

CROSS OUT ANYTHING THAT DOES NOT APPLY

1. Payment:*

- a) Money that needs to be paid by **Tenant for the past?** Choose Column **A** or **B** (**NOT BOTH**)

A (without a breakdown) Total Amount Due \$ _____	OR	B (with a breakdown) Past Rent Owed \$ _____ Past Utilities Billed \$ _____ Other Amounts \$ _____ Total Amount Due \$ _____
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(Utility bills received from utility companies after today are not included in these amounts, so will be paid or not paid as provided in the Lease.)

- b) Money to be paid by **Landlord for the past?** \$ _____

* See the **Optional Worksheet** for some types of items that may be owed.

c) When? _____. If in installments, write down when and how much is to be paid:

(\$_____ on the ___ day of the month for the next ___ number of months)

OR (\$_____ on _____ [DATE] and \$_____ on _____ [DATE])

OR (WRITE DOWN OTHER PAYMENT PLAN): _____

d) What happens to amounts that are supposed to be paid later under the lease or utilities that are billed later --are they still supposed to be paid if required to be paid under the lease, if any?

CIRCLE ONE: YES or NO Explain, if necessary:

e) What is the amount of ongoing (monthly) rent due under the Lease, if any? \$_____

2. **Move Out?** Are tenants moving out before the end of the Lease?

CIRCLE ONE: YES or NO

If yes, when? _____

3. **Security Deposit:** What will happen to any of the money belonging to the Tenant that the Landlord now holds, including any security deposit or "last month's rent"?

\$_____ paid to Landlord – When? _____

\$_____ paid to Tenant – When? _____

We are not deciding that now - whatever the law says will be what happens later.

Address to which money should be sent:

4. **Repairs:** Are any repairs supposed to be made? (If so, write down who will make them and when; who will pay for them): _____

Landlord will give Tenant(s) 24 hours' notice of a reasonable time for people to come in to make the repairs.

5. **Prior Judgment(s):** Check here if a prior judgment is to be vacated under this agreement and fill out (and sign) the attached Order to Vacate for each judgment that will be vacated. See Exhibit A.

6. **Rental Assistance:** (check box if this applies)

Landlord will fill out and sign any papers/applications that help Tenant(s) get rental assistance.

7. **Landlord also promises to do the following:** _____

8. **Tenant also promises to do the following:** _____

9. **Remedies: [check as many boxes as apply]**

a) What happens if payments are not made on time?

Landlord will be entitled to pursue collection of those payments.

Landlord will be entitled to obtain possession of the property.

Tenant will be entitled to pursue collection of these payments.

Tenant will be entitled to deduct the amount due from rent.

Other: _____

b) What happens if repairs are not made on time?

Tenant will be entitled to a payment or deduction of \$ _____.

Tenant will be entitled to a payment or deduction of \$ _____ for every week that the repairs are not made.

Tenant will be entitled to make the repairs and deduct the cost of repairs from the rent.

Other:

c) What happens if tenant does not move out on time?

Landlord will be entitled to obtain possession of the property.

Landlord will be entitled to pursue collection of \$ _____.

Landlord will be entitled to collection of \$ _____ per month that tenant stays after the agreed move-out date.

Other:

10. What happens to this case? [IMPORTANT: Check only one of these two boxes]:

Case will be marked as settled (“settled, discontinued and ended”), which means that the case is over and there will be no judgment (which is a court order for money or eviction). If later on you believe that the agreement is not being followed, you have a right to file a Breach Affidavit (see Exhibit B) with the Court to have a judge order the other side to do what they promised under this agreement. The Court will send the Affidavit of Breach to the other parties in the case. Any party who disagrees that a breach happened may file a Counter-Affidavit (see Exhibit C) within seven days, excluding weekends and legal holidays, after the date that the Affidavit of Breach was sent by the Court. The Affidavit of Breach and any Counter-Affidavit(s) will be reviewed by the Court in order to determine whether a hearing will take place and whether to issue a judgment against the breaching party or parties as required to enforce the terms of this agreement. If performance of this agreement will occur over a period longer than 6 months, the parties do not oppose an extension of the so-called 180-day rule.

OR [DO NOT CHOOSE THIS IF YOU CHECKED THE BOX ABOVE!]:

The case will be pushed back for a short amount of time to see if the parties have done what they said they would do. There will be another hearing on _____ (date) (you will need to have the court clerk tell you if the date you want is available) at _____ (time). At that hearing, if everyone tells the Court that the terms of this agreement have been met, the case will be over (will be marked “settled, discontinued and ended”) and the procedures described above will apply. If one or more of you tell the Court that there is a problem, the Court will make a decision and may issue an order enforcing the agreement (telling the other party they have breached) or may decide that the agreement was honored and that the case is over.

11. The Court retains jurisdiction to enforce the terms of this agreement.

THIS SETTLEMENT AGREEMENT IS BINDING – THAT MEANS THAT YOU ARE AGREEING TO DO WHAT IT SAYS AND ARE GIVING UP THE RIGHT TO ASK FOR MORE THAN IT COVERS ABOUT THIS CASE.

I agree to the above settlement terms.

Landlord's Signature	First Tenant's Signature
Landlord's Telephone Number	First Tenant's Telephone Number
Landlord's Attorney	Second Tenant's Signature
Landlord's Attorney ID and Telephone Number	Second Tenant's Telephone Number
	Tenant's Attorney
	Tenant's Attorney ID and Telephone Number

[Exhibit A -- FORM OF AGREEMENT TO VACATE JUDGMENT (TO BE FILED WITH MUNICIPAL COURT)]

**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, Philadelphia, PA 19107

Marsha H. Neifield, President Judge

Patricia R. McDermott, Deputy Court
Administrator

#LT-_____

_____ _____ _____	_____ _____ _____
Plaintiff	Defendant(s)

AGREEMENT TO VACATE JUDGMENT

Kindly mark the judgments in this matter VACATED.

Plaintiff

Defendant

IF FILED AT SETTLEMENT, TO BE FILED BY COURT. IF FILED AFTER THE SETTLEMENT, TO BE MAILED BY PARTIES TO THE ADDRESS LISTED ABOVE, OR IF FILED BY AN ATTORNEY, TO BE E-FILED.

[Exhibit B -- FORM OF AFFIDAVIT OF BREACH (TO BE FILED WITH MUNICIPAL COURT)]

**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, Philadelphia, PA 19107

Marsha H. Neifield, President Judge

Patricia R. McDermott, Deputy Court
Administrator

#LT- _____

_____ _____ _____	_____ _____ _____
Plaintiff	Defendant(s)

AFFIDAVIT OF BREACH OF SETTLEMENT AGREEMENT

The undersigned petitioner deposes and states that he/she **[circle one]** is the plaintiff/defendant **[circle one]** in this case and that the facts set forth herein are true and correct, that the plaintiff/defendant **[circle one]** did not comply with the Settlement Agreement as to the following:

I certify to the truth of the foregoing statements and that I have mailed a copy of this Affidavit today to the other party at the address shown in the Settlement Agreement.

Signed: _____

Date: _____

IF YOU ARE RECEIVING THIS AFFIDAVIT, YOU HAVE 7 BUSINESS DAYS FROM THE DATE LISTED ABOVE IN WHICH TO FILE WITH THE MUNICIPAL COURT A COUNTER-AFFIDAVIT [EXHIBIT C TO THE SETTLEMENT AGREEMENT] IF YOU DISAGREE WITH THE STATEMENTS MADE IN THIS AFFIDAVIT. YOU MUST ALSO MAIL THE COUNTER-AFFIDAVIT TO THE OTHER PARTY AT THE ADDRESS SHOWN IN THE SETTLEMENT AGREEMENT.

IF YOU DO NOT CONTEST THIS AFFIDAVIT, OR IF YOU DO CONTEST IT AND THE COURT RULES AGAINST YOU, YOU MAY LOSE THE BENEFITS OF THE SETTLEMENT AGREEMENT. DEPENDING ON THE AGREEMENT'S TERMS, YOU MAY LOSE THE RIGHT TO PAYMENTS UNDER THE AGREEMENT, OR THE RIGHT TO HAVE JUDGMENTS VACATED, OR THE RIGHT TO AVOID EVICTION – AND A JUDGMENT ENFORCING THE SETTLEMENT AGREEMENT MAY BE ENTERED AGAINST YOU.

THIS AFFIDAVIT SHOULD BE E-FILED (IF THE FILING PARTY IS REPRESENTED BY A LAWYER) OR OTHERWISE FILED IN PERSON WITH THE MUNICIPAL COURT'S CLERK, 10TH FLOOR, 1339 CHESTNUT STREET.

[Exhibit C -- FORM OF COUNTER-AFFIDAVIT DENYING BREACH (TO BE FILED WITH MUNICIPAL COURT COURT)]

PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

1339 Chestnut Street, Philadelphia, PA 19107

Marsha H. Neifield, President Judge

Patricia R. McDermott, Deputy Court
Administrator

#LT-_____

_____ _____ _____	_____ _____ _____
Plaintiff	Defendant(s)

COUNTER-AFFIDAVIT OF BREACH OF SETTLEMENT AGREEMENT

The undersigned petitioner deposes and states that he/she is **[circle one]** the plaintiff/defendant **[circle one]** in this case and that the facts set forth in the Affidavit of Breach are incorrect or incomplete, and that he/she **[circle one]** did comply with the Settlement Agreement as follows:

I certify to the truth of the foregoing statements and that I have mailed a copy of this Affidavit today to the other party at the address shown in the Settlement Agreement.

Signed: _____

Date: _____

THIS AFFIDAVIT MUST BE FILED WITHIN 7 BUSINESS DAYS AFTER THE DATE OF THE AFFIDAVIT OF BREACH IF YOU DISAGREE WITH THE STATEMENTS MADE IN THAT AFFIDAVIT. YOU MUST ALSO MAIL THIS COUNTER-

**AFFIDAVIT TO THE OTHER PARTY AT THE ADDRESS SHOWN IN THE
SETTLEMENT AGREEMENT.**

**THIS AFFIDAVIT SHOULD BE E-FILED (IF THE FILING PARTY IS REPRESENTED
BY A LAWYER) OR OTHERWISE FILED IN PERSON WITH THE MUNICIPAL
COURT'S CLERK, 10TH FLOOR, 1339 CHESTNUT STREET.**

OPTIONAL WORKSHEET – DO NOT INCLUDE IN AGREEMENT

MONEY OWED BY TENANT OR LANDLORD

Amounts owed by Tenant

1. Rent (minus any deductions for conditions): \$ _____
2. Late fees \$ _____
3. Water \$ _____
4. Electric \$ _____
5. Gas \$ _____
6. Other Utilities \$ _____
7. Damages by Tenant \$ _____
8. Unpaid Security Owed by Tenant \$ _____
9. Other Amounts Owed by Tenant \$ _____

Amounts owed by Landlord

10. Excess Security Owed to Tenant \$ _____
11. Overpayment of Rent because of Violations/Problems \$ _____
12. Reimbursement of Repairs made by Tenant \$ _____
13. Reimbursement of Out-of-Pocket Expenses \$ _____
14. Excess Utilities (Heat or Other) Paid by Tenant \$ _____
15. Other Amounts Owed by Landlord \$ _____