

# Negotiating Settlement Agreements at Eviction Initial Appearances

MURIA KRUGER,  
HOUSING PROGRAM  
MANAGER AND  
RESOURCE  
ATTORNEY AT  
VOLUNTEER  
LAWYERS NETWORK

# What we will discuss today:

---

What happens at the Initial Appearance?

Negotiating Considerations

Specific Settlement Agreement Provisions

# Eviction Process



Three potential outcomes at initial appearance:

- Court ruling (default, dismissal)
- Settlement
- Set for trial

# Housing Court Clinics at the Initial Appearance Calendars

At Housing Court Clinics:

- Local Legal Aid orgs
- Mediators
- Financial Aid

Two ways for legal volunteers to get involved:

- Legal Advice clinic only
- Full representation (ERP)

What volunteering looks like:

- Sign up for a day and time (T,W,Th mornings)
- Come to clinic. You will be matched with a client at the clinic.
- Review underlying documentation (complaint, service, any other court filed documents)
- Interview and advise client.
- VLN staff on hand to advise/assist during clinic.

For more information, visit

[www.vlnmn.org/volunteer/housing](http://www.vlnmn.org/volunteer/housing) or email [Muria@vlnmn.org](mailto:Muria@vlnmn.org)

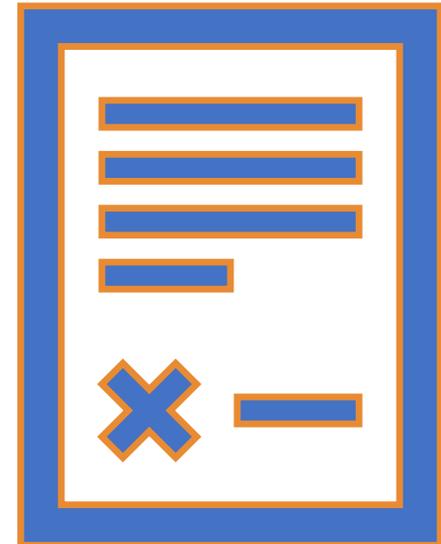
# Settlement Agreements at Remote Initial Appearances

---

How to create and submit settlement agreements to the Court:

- Electronic settlement agreement form
- Read settlement provisions into the record
- Submit a settlement agreement in writing after the initial appearance

VLN has a separate form agreement for Anoka, Hennepin and Ramsey county.



State of Minnesota

District Court

County of Hennepin	Judicial District: Fourth
	Court File Number: 27-CV-HC-_____
	Case Type: Housing

\_\_\_\_\_  
Name of Plaintiff (Landlord)

**SETTLEMENT AGREEMENT**

vs.

\_\_\_\_\_  
Defendant(s) (Tenant)

The parties have reached the following agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Parties agree to amend the caption and index to remove Defendant's name
- Parties jointly request the court to allow Defendant or Defendant's attorney to file an Affidavit of Compliance to immediately expunge this case without further hearing if Defendant substantially complies with this agreement
- Parties jointly request the court to allow Defendant or Defendant's attorney to file an Affidavit of Compliance to immediately expunge this case without further hearing if no Writ of Recovery issues within 30 days of the completion of the settlement
- Plaintiff will not oppose expungement if Defendant complies with this agreement.

Parties agree to the following payment schedule:

Payment will be made to and accepted by \_\_\_\_\_ at \_\_\_\_\_.

Name Location

Date Payment is Due	Time Due (if applicable)	Form of Payment (Money Order, Certified Funds, etc.)	Amount Due
/ /	am / pm		\$
/ /	am / pm		\$
/ /	am / pm		\$
/ /	am / pm		\$
/ /	am / pm		\$
Total:			\$

This includes rent for the following months: \_\_\_\_\_

- No Writ of Recovery is requested at this time. This signed agreement serves as settlement.
- Defendant(s) shall vacate on or before \_\_\_\_\_ or a Writ of Recovery shall be issued upon request of Plaintiff and payment of the fee for a Writ. There will be no notice to Defendant or hearing.
- If any payment is missed or other terms of the settlement are violated, a Writ of Recovery shall be issued upon request by Plaintiff and payment of the fee, and filing of an affidavit stating how the agreement was violated. There will be no notice to Defendant or hearing. A request for the Writ must be made within 30 days of the violation of the agreement.
- If a Writ of Recovery issues, Plaintiff may file an affidavit requesting costs and disbursements allowed by statute, and the court shall award a judgment against Defendant for allowable costs and disbursements.

I have read, understand, and agree to be bound by this Settlement Agreement:

\_\_\_\_\_  
PRINT Plaintiff(s) NAME

\_\_\_\_\_  
PRINT Defendant(s) NAME

\_\_\_\_\_  
Signature of Owner/Agent/Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Factors to consider before negotiating:

- Defenses/leverage
- What does your client want?
- What is realistic for your client?
- What are the minimums?
  - Can redeem in nonpayment cases (Minn. Stat. 504B.291, subd. 1)
  - Ask for up to 7 days to leave (Minn. Stat. 504B.345, Subd. 1(d)).
- Both landlord and tenant can make promises.
- If settlement agreement is breached, writ immediately issues.

Common  
Settlement  
Agreement  
Provisions

---

Payment Plans

---

Move-out plans

---

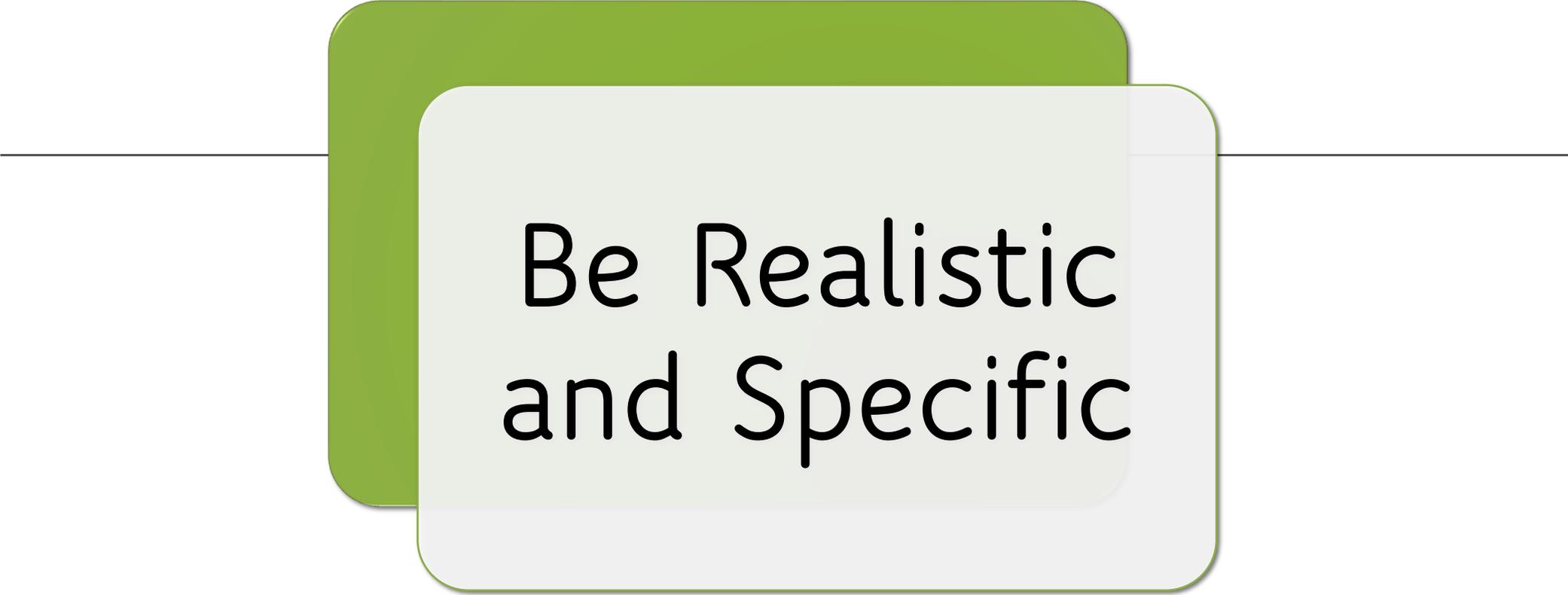
Expungement

---

Neutral reference

---

Repair Issues



Be Realistic  
and Specific

# Payment Plan

---

Non-payment is not an issue during the eviction moratorium.

Determine how much is owed to the landlord.

- Complaint will list an amount owed
- Ask for ledger
- Late fees capped at 8% of what is due. Minn. Stat. 504B.177
- Can recover filing and service costs:
  - Usually around \$400 (Filing ~\$300) (Service ~\$100)
- Habitability/Repair issues might reduce rent
- Future rent?

# Payment Plan

---

Payment will be made to and accepted by \_\_\_\_\_ at \_\_\_\_\_.

Name

Location

Date Payment is Due	Time Due (if applicable)	Form of Payment (Money Order, Certified Funds, etc.)	Amount Due
/ /	am / pm		\$
/ /	am / pm		\$
/ /	am / pm		\$
/ /	am / pm		\$
/ /	am / pm		\$
			<b>Total: \$</b>

This includes rent for the following months: \_\_\_\_\_

## Financial Assistance?

Include “Letter of  
Guarantee” as form of  
payment

Include that landlord  
must cooperate with any  
necessary documentation



TIME AND DATE  
OF MOVE-OUT



HOW KEYS WILL  
BE TURNED IN



CLEANING  
(BROOM CLEAN)



FINAL WALK-  
THROUGH



SECURITY  
DEPOSIT?

---

# Move-out Date

# Concealing and Expungement:

---

1. Administratively conceal case: Court keeps jurisdiction but case is concealed from the public. Parties can still file in the case.
  - a. Caption and Index Change
  - b. Designate Case as Confidential
2. Expunge case: Permanently remove from public view (long term)

# Expungement

## Three Options:

- Expungement upon filing of an Affidavit of Compliance (AOC)
  - Either landlord or tenant can file AOC.
  - If tenant filing, tenant would need to pay filing fee OR have fees waived.
- Automatic expungement if no Affidavit of Noncompliance (Anoka)
- Agree to not oppose a Motion for Expungement
  - Tenant needs to file Motion for Expungement at a later date.
  - Filing fee would need to be paid OR fee waiver.

# Neutral Reference

Neutral reference means that:

“Landlord’s agents will not report any negative information about Tenant, and if asked whether Landlord would rent to Tenant again, Landlord will respond that Tenant is ‘welcome to apply.’”

Consider including enforcement provisions

## What about Repairs?

Tenant cannot withhold rent to get the landlord to make repairs, but landlord has non-waivable habitability obligations in Minn. Stat. 504B.161.

Lack of repairs can be raised as a *Fritz* defense to non-payment of rent cases. *Fritz v. Warthen*, 213 N.W.2d 339 (Minn. 1973)

# Addressing Repairs in a Settlement Agreement

- List repairs to be made
- Deadline
- Reasonable notice required to enter to repair
- Reserve future litigation

“Landlord will promptly and professionally make the following repairs: [list repairs]. If Landlord makes the repairs by [date/time], the tenant agrees to release any claim for rent abatement or other damages Tenant suffered as a result of the Landlord’s violations. If Landlord fails to make the required repairs by the agreed upon time, then Tenant shall be entitled to withhold \$[X] from her monthly rent until the repairs are made, and Tenant reserves the right to commence litigation against the Landlord.”

# Thank you!

---

Muria Kruger

Housing Program Manager and Resource Attorney

Volunteer Lawyers Network

612-752-6647 - [Muria.Kruger@vlmn.org](mailto:Muria.Kruger@vlmn.org)