

## PREPARE TO SETTLE YOUR CASE



At the Mandatory Settlement Conference (MSC), tenant and landlord can resolve the case on terms favorable to both sides, avoiding the time and expense of trial. The MSC will be held before the Housing Settlement Master, who is a neutral person—she will not take sides during the settlement talks. She cannot advocate, or make arguments, for either side. She is there simply to keep both sides on point and engaged in the discussion. You can come to any type of agreement with the other side. You should be flexible, know what your strongest points are, and how much you are willing to accommodate the other side’s demands. In other words, be ready to negotiate. You do not have to agree to the terms suggested by the other side, but if you do not come to an agreement, the case will go to trial.

Things the tenant can request:	Things the landlord can request:
<ul style="list-style-type: none"> <li>• Masking, or hiding the public record of the eviction, regardless of outcome</li> <li>• No court judgment will be entered now, and landlord will dismiss case with prejudice (landlord cannot refile case) when tenant leaves unit</li> <li>• If landlord claims tenant violated the terms of the settlement, landlord must give tenant advanced written notice and set a hearing to consider the facts before he can start the lockout process</li> <li>• Dismissal of case will be with prejudice—landlord can never refile on same claim</li> <li>• Landlord will waive any back rent or other accrued fees if tenant leaves by a certain date</li> <li>• If court judgment entered now, landlord agrees to later remove judgment once tenant complies with terms of settlement</li> <li>• Landlord will pay relocation expenses</li> <li>• Landlord will return security deposit per California law</li> <li>• Landlord will provide a neutral reference</li> <li>• Each side will pay its own costs / fees</li> </ul>	<ul style="list-style-type: none"> <li>• No masking of court record unless tenant fully complies with terms of settlement</li> <li>• Judgment will be entered immediately, landlord can get the document that starts the lockout process now, but lockout is postponed until a certain date</li> <li>• If tenant violates the terms of the settlement, landlord can get the document that starts the lockout immediately, after filing declaration with the court—no hearing is necessary</li> <li>• Dismissal of the case will be without prejudice—landlord can refile on same claim</li> <li>• Tenant must pay all past-due rent and accrued fees regardless of other factors</li> <li>• Judgment will permanently stand against tenant regardless of other factors</li> <li>• Landlord will not pay relocation expenses</li> <li>• Landlord will keep security deposit</li> <li>• Unit will be left in “clean” condition</li> <li>• If tenant leaves personal property after move-out date, landlord can dispose of it immediately</li> <li>• Tenant agrees to do no further damage to the unit</li> <li>• Tenant will not have contact with tenants in other units</li> </ul>

*PLEASE KEEP IN MIND: Every case is different—the negotiating points listed above may not be applicable to your case. This flyer is for your information only and is not intended to give legal advice. If you need legal advice about strategy or which options to request, you will need to talk to a lawyer before the MSC.*