WTH-CV23-6011380-S	:	SUPERIOR COURT
SUPERIOR PROPERTY GROUP, LLC	:	HOUSING SESSION
v.	:	AT WATERBURY
ALEXIS BARNETT-MORENO	:	APRIL 5, 2023

MOTION FOR ORDER IN ACCORDANCE WITH STIPULATED AGREEMENT

The Defendants, Alexis Barnett-Moreno and Richard Moreno, have possession and occupies the subject premises, 96 Fern Street, Naugatuck, Connecticut 06770. The parties move that the Court enter an order in accordance with the following stipulation:

STIPULATED AGREEMENT

I. GENERAL

1. The subject premises address is: 96 Fern Street, Naugatuck, Connecticut 06770.
2. The Defendants are the sole authorized adult occupants of the subject premises.
3. The Defendants owe to the Plaintiff a total balance of $8,350.00, not including late fees, which consists of rental arrearage of $7,200.00, reasonable attorneys' fees and court costs of $1,150.00, through April 5, 2023.
4. The Defendant's rental arrearage consists of amounts accrued during the month(s) of January, 2023 through March, 2023.
5. The Defendant, Alexis Barnett-Moreno, has been pre-approved for rental assistance totaling $5,000.00 through the UniteCT Eviction Protection Fund (EPF), case number 606927.

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6. Upon receipt of the UniteCT EPF funds, the Plaintiff shall waive all late fees accrued but not paid (totaling $150.00, including late fees for January-March, 2023 rent/use and occupancy payments) prior to the date of the Agreement.
7. The Defendant shall pay reasonable use and occupancy in the amount of $2,400.00, due on or before the 10th day of each month commencing April, 2023.
8. Accounting for UniteCT EPF rental assistance funds ($5,000.00) to be paid to the Plaintiff on behalf of the Defendant, there shall remain a balance of $3,350.00. The Defendant shall make the following monthly rental arrearage payments on or before the 10th of the month:
    a. April, 2023: $2,400.00
    b. May, 2023: $475.00
    c. June, 2023: $475.00
9. If the UniteCT EPF program does not provide $5,000.00 in rental assistance funds, the Defendant shall pay the arrearage as follows: no less than $5,000.00 due on or before June 1, 2023.
10. Payments shall be made to the Plaintiff, at IMT Realty, 333 Long Hill Road, Groton, Connecticut, 06340, in the form of money order or bank check. All payments due herein must be received on or before the above due dates.
11. The Defendants shall vacate the premises on or before June 30, 2023. Keys should be left on the subject premises on the kitchen counter. Upon vacating the subject premises, the Defendants shall notify the Plaintiff by email provided.

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12. The parties recognize that entry of judgment of possession at this time may negatively impact the parties mutual interests, specifically the Defendants efforts to seek alternative housing.

II. RENT ASSISTANCE: UNITECT EVICTION PREVENTION FUND (EPF)

13. The Defendant, Alexis Barnett-Moreno, has been pre-approved for $5,000.00 in UniteCT Eviction Prevention Fund (EPF) payments through the Department of Housing. The Plaintiff shall cooperate with any paperwork that the rental assistance program needs to finalize the Defendant's application and issue payment, including the Rental Arrearage for Eviction Prevention Fund (EPF) form and a W-9.

14. All EPF program payments are based on the availability of funding. If funding becomes unavailable and/or is deemed not payable to the Plaintiff/Landlord, the Defendant/Tenant is responsible for paying the amount that is owed, and for making payment arrangements with the Plaintiff/Landlord. If the Defendant/Tenant is attesting to the accuracy of the household income, and if the program determines that household income is above 80% AMI OR that the household has received the maximum allowable UniteCT assistance OR that they do not meet any other eligibility criteria, they will be determined ineligible for EPF funds.

15. The Plaintiff and the Defendant, Alexis Barnett-Moreno, shall submit all the required and requested paperwork to the Connecticut Department of Housing

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before any committed funds are approved and released to the Plaintiff/Landlord on behalf of the Defendant/Tenant.

16. A copy of this Agreement and the information contained in it shall be made available to the Connecticut Department of Housing's Eviction Prevention Fund and/or its affiliating agencies for purposes of the administration of its programs.

III. COMPLIANCE WITH TERMS OF THIS AGREEMENT

17. Upon satisfaction of the terms of this Agreement, the Plaintiff shall withdraw the summary process action.
18. If the Defendants fail to meet any term in this agreement, the Plaintiff may file a Motion for Judgment of Possession. Judgment for possession may enter without a hearing.
19. The Plaintiff and Defendant agree to abide by all terms and conditions of the parties' former lease, the rules and regulations of plaintiff, and the requirements of Connecticut General Statutes Title 47a.

IV. SECURITY DEPOSIT

20. The security deposit, totaling $2,800.00, shall not be applied to the balance.
21. The Plaintiff shall maintain the security deposit in the statutorily-required escrow account.
22. The Defendant shall request the return of the entire $2,800.00 upon vacating the subject premises.

V. WAIVER OF CANVAS BEFORE THE COURT

23. Counsel for each party has their client's individual consent to enter into this agreement and the parties waive canvass before the court.

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24. The Defendant represents that they fully understand the terms and conditions of this Agreement.

Howard Brown — 4/5/23

HOWARD BROWN
Attorney for the Plaintiff

Date

Brendan J. Murphy — 4/5/2023

Brendan J. Murphy
Attorney for the Defendant
Juris No. 435344

Date

If Defendants vacate and return the keys before the 10th of the month of any month during this stipulation period, no use and occupancy payments are due for that month or any month thereafter. However, the arrearage in-full is still due.

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ORDER

Judgment may enter in accordance with the above-stipulated agreement.

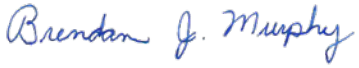
_____ _____

Judge Date

CERTIFICATION

This is to certify that on April 5, 2023 a copy of the foregoing was served electronically to all counsel and self-represented parties:

Via Electronic Service:
Attorney Yona Gregory
The Law Office of Yona Gregory
16 Granite Street, New London, CT 06320
evict@yonalaw.com



Brendan J. Murphy
Commissioner of the Superior Court