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Stipulation Upheld Despite Tenant's Mistake

After an owner sued a tenant for nonpayment of rent, the owner and tenant signed a stipulation in housing court. As part of the stipulation, the tenant agreed to pay back rent owed and sign a two year renewal lease at a monthly rent of \$858. The tenant then asked the court to set aside the stipulation. The tenant claimed that it thought it would be eligible for rental assistance from Catholic Charities. But, it later learned that the tenant's eligibility for the rental assistance depended on his acceptance of a renewal lease at a monthly rent of \$850 or less. The court refused to set aside the stipulation. It noted that the neither the tenant nor the tenant's attorney made any effort to find out the eligibility requirements before negotiating the stipulation and signing the renewal lease. It ordered the tenant to pay the \$5,809.50 in back rent to the owner by a certain date. If the tenant didn't pay, the owner could evict him [Sherrington Holdings LLC v. Romero: Index No. L & T 81492/06 (Civ. Ct. NY 2/28/07)].

Submitted by: Adam Leitman Bailey, of the Manhattan law firm of Adman Leitman Bailey PC, attorneys for the owner; 212 825-0365

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