

WHAT IS MEDIATION?

Mediation is a meeting between the landlord, the tenant(s), and a person from the court called a *mediator*. The purpose of mediation is to give the landlord and tenant a chance to resolve the eviction case without going in front of a judge.

During mediation, the mediator will ask questions of both you and the landlord in order to understand the situation. The mediator is not the attorney for either you or the landlord – they work for the court. They do not give legal advice, but they may explain the strengths or weaknesses of each side's position in order to help you and the landlord come to an agreement.

If you can make an agreement at mediation, the mediator will write it up as a court order called a *stipulation (or stipulated judgment)* and the judge will sign it.

WHEN DOES MEDIATION HAPPEN?

Mediation happens at the courthouse on the same day as the hearing or trial. For more information, visit www.ctlawhelp.org/eviction.

WHY SHOULD I GO TO MEDIATION?

Mediation is sometimes the best way to settle a dispute. The mediator can help you and the landlord reach an agreement instead of letting the judge decide for you. This can be helpful if you are unsure about what might happen if the judge decides your case. The judge only ever decides if the

tenant stays or moves out. For example, the judge cannot make the landlord agree to take a repayment and allow you to stay. Mediation involves compromise – no one gets everything they want, but you might reach an agreement that works for both sides.

The courts benefit from landlords and tenants making agreements at mediation because then there are fewer cases that the judges have to decide. It is important to remember this, because the mediator generally *wants* you to reach an agreement, and you may feel some pressure to do so.

HOW DOES MEDIATION WORK?

There are many ways to make an agreement at mediation, and what is best for you will depend on your situation. Keep in mind that **you do NOT have to make an agreement**. If you don't, you can go in front of the judge and let the judge decide what happens.

Just remember that the judge cannot require the landlord to make an agreement with you. For example, the judge cannot make the landlord agree to let you repay your back rent and stay. An agreement in mediation also means you are giving up your right to a hearing before the judge. Be sure you can follow through with anything you agree to.

If your case is about rent that wasn't paid, you can try to make an agreement with the landlord to repay what you owe over time,

in addition to your monthly rent. If repayment makes sense for you, then think carefully about how much you can pay each month in addition to your monthly rent. If you cannot make a payment you agreed to, the landlord can ask the judge to evict you, even if you are just a day late. If that happens, you will get an *Affidavit of Noncompliance* from the court, and you must file an *Objection* right away to avoid immediate eviction.

If you are waiting to see if you can get money from a rental assistance program, you can ask the mediator to reschedule the mediation for another date so you have the chance to get the rental assistance in place.

If your case is about rules in your lease that your landlord says you broke, you might make a different type of agreement. For example, if the landlord claims someone is living with you who is not on the lease, you might agree that the person will leave and you can stay. If you do not follow the agreement, the landlord can go back to court and ask the judge to evict you.

Time to move: Another option could be that you to agree to move out and, with the help of the mediator, make an agreement with the landlord to give you more time to move. The landlord may be willing to give you more time if you are able to pay rent while you are still living there. Or, you might agree to move out sooner in exchange for not paying more rent.

Note: You may be able to negotiate terms in the agreement for things you want, like certain repairs to your apartment or that the landlord remove late fees.

UNDERSTANDING YOUR AGREEMENT

The mediator will write up the agreement and it will become a court order when the judge signs it. Make sure you fully understand the agreement, because once it becomes a court order, it generally cannot be changed. You must ask questions about anything you don't understand.

Usually, you will not see the judge if you make an agreement in mediation, but you have the right to ask for the judge to review the agreement with you. If it turns out that you did not understand something you agreed to, tell the judge and ask to be sent back to mediation for further discussion.

If you have questions about mediation or an agreement you made at mediation, contact Statewide Legal Services at 1-800-453-3320 or www.slscct.org/get-help.

This information is based on laws and procedures as of 3/2024.

This pamphlet was produced by Connecticut Legal Services, Greater Hartford Legal Aid, New Haven Legal Assistance Association, and Statewide Legal Services of Connecticut.

If you're 60 or over, call your local legal aid office:

Eastern CT	800-413-7796	Western CT	800-413-7797
Hartford Area	860-541-5000	Bridgeport Area	800-809-4434
Stamford Area	800-541-8909	New Haven Area	203-946-4811

If you're under 60, call SLS for help:



Statewide Legal Services
1-800-453-3320
860-344-0380

Search our website for help:



www.ctlawhelp.org

Questions before going
to your mediation? Call
Statewide Legal Services
at 1-800-453-3320.

Need help? Visit
www.ctlawhelp.org
for free legal information.

A GUIDE TO MEDIATION IN EVICTION CASES

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