

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS		
PLAINTIFF		
DEFENDANT		CASE NUMBER
Unlawful Detainer Settlement Agreement		DATE AND TIME OF HEARING
		DEPARTMENT

The landlord and tenants in this case agree:

The address of the rental property is (street address, apartment/unit number and city): _____

Tenants _____ will move out of the property by _____ (on this date or before this date). Landlord will have possession of the property. Tenants will remove all of their personal items from the property and will leave the property in "broom clean" condition. Any personal items remaining shall be deemed abandoned. Landlord will have the right to dispose of any abandoned personal items.

Tenants _____ will stay in the property. Tenants will keep possession of the property.

Tenants have already moved out of the property. Possession is no longer at issue.

We cancel (end) our Rental Agreement. Or We forfeit (give up and end) our Lease Agreement.

Tenants will not owe any money to Landlord. Landlord waives and releases for all time all monetary claims that could have been asserted in this case.

_____ agrees to pay _____
Landlord/Tenants Landlord/Tenants

\$ _____ Past Due Rent \$ _____ Holdover Damages
Landlord waives and releases for all time all additional monetary claims that could have been asserted in this case.

\$ _____ Attorney Fees Costs of \$ _____.

We will each pay our own costs and attorney fees. We will not owe each other any money for costs or attorney fees.

Unlawful Detainer Settlement Agreement

Unlawful Detainer Settlement Agreement

Short Title: _____

Case Number: _____

Tenants paid a security deposit \$ _____. Landlord will use all this amount \$ _____ of the security deposit as a credit toward the total amount due.

Landlord will return this amount of the security deposit \$ _____ to the tenants by _____ (date) and/or

provide an itemized statement specifying repairs or cleanings within 21 days after tenants move out of the property. [Civil Code, section 1950.5]

_____ will pay the total amount of \$ _____ to
Landlord/Tenants

Landlord/Tenants

IN FULL, in one payment, on this date or before this date _____, 20 _____.

IN INSTALLMENT PAYMENTS, the first payment of \$ _____ due on or before _____. After that payments of \$ _____ on the _____ day of each month after that until the total agreed amount is paid in FULL.

Payment will be made by Cash; Certified Funds Check; Personal Check; Electronic Transfer; or Other _____ and made payable to _____ at this address _____ . Payment must arrive on the due date or before the due date.

There is a grace period of _____ days. If any payment is more than _____ days late, the remaining balance will become immediately due and payable in FULL.

Additional terms and conditions: _____

We request that this court record be sealed pursuant to Code of Civil Procedure, section 1161.2(a)(2).

No other adult occupies (lives in) or has a right to occupy the rental property.

This is a settlement agreement. No judgment will be entered now. We agree that the court will dismiss the entire action without prejudice and retain (keep) jurisdiction pursuant to Code of Civil Procedure, section 664.6. This means that either party can come back to court and request enforcement of this agreement.

If the tenants do not move out of the property on or before _____ (mm/dd/yyyy), a judgment may be entered under this settlement agreement for possession of the property and the unpaid balance, if any.

If the tenants/landlord do not pay the total agreed amount of \$ _____, a judgment may be entered under this settlement agreement for the unpaid balance.

Date: _____

Print Name

Signature

Plaintiff Defendant Authorized Agent

Unlawful Detainer Settlement Agreement

Unlawful Detainer Settlement Agreement

Short Title:

Case Number:

Date: _____

Print Name

Signature

Plaintiff Defendant Authorized Agent

The court has read and considered the Unlawful Detainer Settlement Agreement. **It is so ordered** that this action is dismissed without prejudice. The Court shall retain jurisdiction pursuant to Code of Civil Procedure, section 664.6.

Based on the stipulation of the parties, and pursuant to Code of Civil Procedure, section 1161.2(a)(2), the Court orders that the court file and all court records, electronic or otherwise, of this case are ordered sealed until further order of court and may not be accessed by any person except the parties, counsel of record and the court.

Date _____

Judicial Officer

Unlawful Detainer Settlement Agreement