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contact a court clerk or go to: www.jud.ct.gov/ADA.

☒ Judicial District at Middlesex

☐ Housing Session at _____

Docket Number
MMXCV246041509S

Name of case

SIMONOW, ANDREW V. ROSTOSKY, KELLY

Stipulated Agreement of the Parties

Judgment for possession may enter in favor of the plaintiff with a stay of execution
through July 31, 2025 on the condition(s) that:

Non-Final

1. Both parties agree: ☒ reasonable use and occupancy shall be \$ 2,150.00 due on or before
the 10th day of each month commencing August 10, 2024

☒ the defendant acknowledges owing the plaintiff the sum of \$ 10,362.72 *total includes
which represents rental arrearage and use and occupancy of \$ 8,900.00 \$250.00 in
costs of \$ 312.72 and reasonable attorney's fees of \$ 900.00 late fees
through and including July 31, 2024 per paragraph 6
of lease agreement

2. Defendant(s) shall make the following payments towards the arrearage \$ 155.00 due on or before
the 25th day of each month commencing August 2024 and continuing through and
including June 2025

3) Both parties agree that Defendant's application for stay (entry #105.00) may be granted by agreement of the parties.

4) Defendant agrees to make a lump sum payment toward the arrearage in the amount of \$8,500.00 due on or before August 31, 2024. Parties anticipate that this payment will come from the Eviction Prevention Fund (case#659986)

5) The Defendant's final payment toward the arrearage shall be \$157.72 due on or before July 25, 2025.

6) The Defendant will continue to comply with all the terms, rules, regulations, and conditions of the former lease agreement with the Plaintiff.

7) Counsel for the plaintiff is authorized to enter into this stipulation on behalf of his client. The defendant represents that she fully understands the terms and conditions of this agreement. Both parties waive canvass before the Court.

8) Parties agree that if the defendant complies with all of the terms and conditions of this agreement, she may file a motion to open judgment. Said motion to open judgment shall be granted by agreement on the papers and plaintiff shall withdraw the case.

Payments shall be made to the plaintiff at designated financial institution

in the form of electronic fund transfer Payments must be received on or before the

(Check, money order, etc.)

(Received/postmarked)

above due dates.

☒ Upon fulfillment of the above conditions the defendant shall be reinstated as tenants in good standing effective:

August 1, 2025

If the defendant does not make any agreed payment, the plaintiff may immediately file an affidavit requesting an execution without additional court hearings.

If either party violates any condition other than a payment condition, the adversely affected party may file an affidavit with the clerk's office requesting a court hearing.

Plaintiff(s)/Attorney(s) for Plaintiff(s)

George Law, Esq.

Housing Mediator

Melissa Doohey

Approved (Signature of Judge)

[Signature]

Defendant(s)/Attorney(s) for Defendant(s)

KELLY ROSTOSKY

Date signed

07/22/2024

☒ After a canvass by the Mediator, parties agree with the terms of the stipulation and request that the court approve the agreement.

Date signed

7/22/24