

By Mr. Galvin of Boston, petition of William F. Galvin for legislation to require just cause for termination of residential tenancies. Housing and Urban Development.

The Commonwealth of Massachusetts

In the Year One Thousand Nine Hundred and Ninety.

AN ACT REQUIRING JUST CAUSE FOR TERMINATION OF RESIDENTIAL TENANCIES.

1 *Whereas*, The deferred operation of this act would tend to
2 defeat its purpose which is, in part, to alleviate a serious public
3 emergency existing with respect to the housing of a substantial
4 number of citizens throughout the Commonwealth, which
5 emergency is detrimental to the public peace, health, safety and
6 convenience, therefore this act is hereby declared to be an
7 emergency law, necessary for the immediate preservation of the
8 public peace, health, safety and convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 **SECTION 1. Declaration of Emergency.**

2 The general court finds and declares that a serious public
3 emergency exists with respect to the housing of a substantial
4 number of its citizens in cities and towns throughout the
5 Commonwealth which emergency has been caused by deteriora-
6 tion of a substantial portion of the existing housing stock,
7 demolition and abandonment of housing, a substantial and
8 increasing shortage of housing for families of low and moderate
9 income; that these conditions have been aggravated by the
10 expectation and perception that tenants may be, and are, subject
11 to termination and eviction for no justifiable reason relating to
12 the legitimate proprietary interests of residential property owners;
13 that because of the foregoing, many tenants are deterred from

14 exercising legislatively and judicially declared rights and from
15 assisting the Commonwealth in the enforcement of minimum
16 housing standards, that the absence of adequate grounds for
17 eviction makes residents and neighborhoods vulnerable to
18 speculation and displacement; that unless legitimate grounds for
19 eviction are established such emergency will provide a serious
20 threat to the public health, safety and general welfare of the
21 citizens in these communities and the communities adjacent to
22 them; that such emergency should be met by the Commonwealth
23 immediately.

1 SECTION 2. Just Cause.

2 Chapter 186 of the General Laws is amended by adding, after
3 Section 10, the following Section: —

4 Section 10A. Determination of Residential Tenancies:
5 Grounds.

6 No tenancy of residential premises except for tenancies in two
7 or three unit buildings in which the beneficial owner resides at
8 the time such tenancy is created or any tenancy of 100 days or
9 less in duration which lease or rental is for a vacation or
10 recreational purpose shall be terminated by the landlord except
11 just cause. Just cause shall be limited to one or more of the
12 following causes:

13 (1) the tenant has failed to pay the rent to which the owner is
14 entitled pursuant to an oral or written agreement;

15 (2) the tenant, after having received written notice from the
16 owner to cease, has himself continued to be or has allowed others
17 using the premises to continue to be so disorderly as to destroy
18 the peace and quiet of the occupants or other tenants living in
19 the same or any adjacent building;

20 (3) the tenant has willfully or by reason of gross negligence
21 caused or allowed substantial destruction, damage or injury to the
22 premises;

23 (4) the tenant has been convicted in a court of law of using the
24 premises or permitting the premises to be used for the commission
25 of a felony or other violent crime or an illegal activity which may
26 subject the owner to possible prosecution, fine, forfeiture or other
27 penalty;

28 (5) the tenant has violated a substantial obligation or covenant
29 of his tenancy of lease other than the obligation to surrender
30 possession upon proper notice; and has failed to cure such
31 violation within a reasonable time after receiving written notice
32 thereof from the owner; provided that the tenancy may not be
33 determined for the tenant's failure to comply with any of the
34 owner's rules and regulations governing said premises unless such
35 rules and regulations have been accepted in writing by the tenant
36 or made part of the lease at the beginning of the term;

37 (6) the tenant occupying the premises pursuant to a written lease
38 or rental agreement the term of which has expired; has refused
39 after written request by the owner, to execute a written extension
40 or renewal thereof on the same terms and conditions or with
41 reasonable changes of substance in the terms and conditions;

42 (7) the tenant has, after receipt of reasonable notice, refused
43 the owner access to the unit at reasonable times for the purpose
44 of making necessary repairs or improvements required by law;

45 (8) the tenant has, after reasonable notice, refused the owner
46 access to the unit at reasonable times for inspection required by
47 law, or for the purpose of showing the premises to a prospective
48 purchaser or mortgagee; provided that such inspections or
49 showings are not requested for the purpose of circumventing this
50 act;

51 (9) the person occupying the premises is not the original tenant
52 or member of the original household approved by the owners;

53 (10) the owner seeks to recover possession in good faith for use
54 and occupancy by himself or his children, parents, brother, sister,
55 father-in-law, mother-in-law, son-in-law, or daughter-in-law and
56 the term of any written lease or rental agreement has expired,
57 provided that such use or occupancy by the owner or his relations
58 is necessary to prevent substantial hardship to the designated
59 occupant, and provided that determination pursuant to this
60 subsection shall be considered an unfair and deceptive act within
61 the meaning of section two of Chapter ninety-three A on the part
62 of the owner if, within one-hundred twenty days after the tenant
63 vacates the premises, the premises are rented to someone other
64 than the family member unless the owner shows that such rental
65 was undertaken in good faith and was not reasonably foreseeable
66 at the time of termination;

67 (11) the owner, having been cited by local or state housing
68 inspectors for substantial violations affecting the health and safety
69 of tenants, seeks to recover possession in good faith (a) to
70 permanently board up or demolish the premises because it is
71 economically unfeasible for the owner to eliminate the violations
72 or (b) to comply with said inspections and it is unfeasible for him
73 to so comply without removing the premises from rental housing
74 use for a period of not less than 90 days and the owners has made
75 specific plans and commitments to do so, and the term of any
76 written lease or rental agreement has expired, provided that
77 termination pursuant to this subsection shall be considered an
78 unfair and deceptive act within the meaning of section two of
79 Chapter ninety-three A on the part of the owner if within 90 days
80 the owner has failed to demolish the premises or has rented the
81 premises for housing use unless the owner shows that such rental
82 or failure to demolish was undertaken in good faith and was not
83 reasonably foreseeable at the time of termination;

84 (12) the owner has requested in good faith, and the tenant has
85 refused or failed to pay, an increase in rent, provided that (1) such
86 increase in rent is requested by means of a written notice received
87 by the tenant at least thirty (30) days prior to the effective date
88 of the requested increase; (2) such increase is not otherwise in
89 violation of any state or federal statute or regulation or municipal
90 by-law or ordinance; (3) such increase is not requested for the
91 purpose of circumventing of this act; and (4) such increase is not
92 contrary to any other oral or written agreement between the owner
93 and tenant or any oral or written representation made by the
94 owner to tenant. Any owner who, within 90 days after any
95 termination of tenancy pursuant to this section, rents the premises
96 at less than the highest rent demanded of the previous tenant shall
97 be guilty of an unfair and deceptive act and practice within the
98 meaning of section two of Chapter ninety-three A.

99 Any termination of tenancy under clauses six, nine, ten, eleven
100 or twelve shall be treated for the purposes of Chapter 239 as
101 termination not the fault of the tenant.

102 Any notice of termination of any such tenancy shall specify
103 therein in plain language the specific reasons for effective date of
104 such termination and the amount of rent due, if any; in any
105 subsequent summary process action brought pursuant to such

106 notice; the owner shall include but not be limited to the grounds
107 stated in the notice of termination. A notice of termination shall
108 not be sufficient to constitute the notice an owner gave to a tenant
109 under clauses two, five, six, seven and eight.

110 This section shall not be construed to limit, impair or otherwise
111 affect any prerequisites for, or restrictions on, the termination of
112 any tenancy otherwise required by law. Any waiver of any of the
113 benefits of this section shall be void and unenforceable.

1 SECTION 3. Summary Process Jurisdiction.

2 Chapter 239 of the General Laws, Section 2 is amended by
3 adding before the first sentence, the following: —

4 Section 2. No person may bring any action to recover possession
5 of residential premises pursuant to this Chapter unless the tenancy
6 thereof has been lawfully terminated pursuant to the provisions
7 of section ten A of Chapter one hundred eighty-six.

8 Additionally, no person may bring any action to recover
9 possession of residential premises unless the person has complied
10 with the provisions of Chapter 527 of the Acts of 1983; or complied
11 with any local ordinance enacted pursuant to said Act, or
12 complied with any local ordinance in effect prior to said Act.

