

By Mr. Flaherty of Cambridge, petition of Charles F. Flaherty 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 Eighty-Seven.

AN ACT REQUIRING JUST CAUSE FOR TERMINATION OF RESIDENTIAL TENANCIES.

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 exception 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 unless legitimate grounds for eviction are
17 established such emergency will produce a serious threat to the
18 public health, safety and the general welfare of the citizens in these
19 communities and in the communities adjacent to them; that such
20 emergency should be met by the Commonwealth 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 shall be terminated by the
7 landlord except for just cause. Just cause shall be limited to one
8 or more of the following causes:

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

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

16 (3) the tenant has willfully or by reason of gross negligence
17 caused or allowed substantial destruction, damage or injury to the
18 premises;

19 (4) the tenant has been convicted in a court of law for using
20 the premises or permitting the premises or the common areas
21 pertaining to the premises to be used for the commission of a
22 felony or other violent crime or any illegal activity which may
23 subject the owner to possible prosecution, fine, forfeiture or other
24 penalty;

25 (5) the tenant has violated a substantial obligation or covenant
26 of his tenancy of lease other than the obligation to surrender
27 possession upon proper notice; and has failed to cure such
28 violation within a reasonable time after receiving written notice
29 thereof from the owner;

30 (6) the tenant occupying the premises pursuant to a written
31 lease or rental agreement the term of which has expired; has
32 refused after written request by the owner, to execute a written
33 extension or renewal thereof on the same terms and conditions
34 or with reasonable changes of substance in the terms and
35 conditions;

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

39 (8) the tenant has, after reasonable notice, refused the owner
40 access to the unit at reasonable times for inspections required by
41 law, or for the purpose of showing the premises to a prospective

42 purchaser or mortgagee; provided that such inspections or
43 showings are not requested for the purpose of circumventing this
44 act;

45 (9) the person occupying the premises is not the original tenant
46 approved by the owner;

47 (10) the owner seeks to recover possession in good faith for use
48 and occupancy by himself or his children, parents, brother, sister,
49 father-in-law, mother-in-law, son-in-law, or daughter-in-law and
50 provided that determination pursuant to this subsection shall be
51 considered an unfair and deceptive act within the meaning of
52 Section two of Chapter ninety-three A on the part of the owner
53 if, within one hundred twenty days after the tenant vacates the
54 premises, the premises are rented to someone other than the family
55 member unless the owner shows that such rental was undertaken
56 in good faith and was not reasonably foreseeable at the time of
57 termination;

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

74 (12) the owner has requested in good faith, and the tenant has
75 refused or failed to pay, an increase in rent, provided that (1) such
76 increase in rent is requested by means of a written notice received
77 by the tenant at least thirty (30) days prior to the effective date
78 of the requested increase; (2) such increase is not otherwise in
79 violation of any state or federal statute or regulation or municipal
80 by law or ordinance; (3) such increase is not requested for the

81 circumventing of this act; and (4) such increase is not contrary
82 to any written agreement between the owner and tenant or any
83 written representation made by the owner to tenant. Any owner
84 who, within 90 days after any termination of tenancy pursuant
85 to this section, rents the premises at less than the highest rent
86 demanded of the previous tenant shall be guilty of an unfair and
87 deceptive act and practice within the meaning of section two of
88 Chapter ninety-three A.

89 Any termination of tenancy under clauses ten, eleven or twelve
90 shall be treated for the purposes of Chapter 239 as termination
91 not the fault of the tenant. This section shall not apply to tenancies
92 in two or three unit buildings in which the owner resides at the
93 time such tenancy is created. As used in this paragraph, owner
94 shall mean beneficial owner.

95 Any notice of termination of any such tenancy shall specify
96 therein in plain language the specific reasons for effective date of
97 such termination and the amount of rent due, if any; in any
98 subsequent summary process action brought pursuant to such
99 notice; the owner shall include but not be limited to the grounds
100 stated in the notice of termination. A notice of termination shall
101 not be sufficient to constitute the notice an owner gave to a tenant
102 under clauses two, five, six, seven and eight.

103 This section shall not be construed to limit, impair or otherwise
104 affect any prerequisites for, or restrictions on, the termination of
105 any tenancy otherwise required by law. Any waiver of any of the
106 benefits of this section 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
5 possession of residential premises pursuant to this Chapter unless
6 the tenancy thereof has been lawfully terminated pursuant to the
7 provisions 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.