

HOUSE No. 4232

By Mr. Collaro of Worcester, petition of Andrew Collaro 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.

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 declared that a serious public emer-
3 gency exists with respect to the housing of a substantial number of
4 its citizens in cities and towns throughout the Commonwealth
5 which emergency has been caused by deterioration of a substantial
6 portion of the existing housing stock, demolition and abandon-
7 ment of housing, a substantial and increasing shortage of housing
8 for families of low and moderate income; that these conditions
9 have been aggravated by the expectation and perception that
10 tenants may be, and are, subject to termination and eviction for no
11 justifiable reason relating to the legitimate proprietary interests of
12 residential property owners; that because of the foregoing, many
13 tenants are deterred from exercising legislatively and judicially
14 declared rights and from assisting the Commonwealth in the
15 enforcement of minimum housing standards; that unless legiti-
16 mate grounds for eviction are established such emergency will
17 produce a serious threat to the public health, safety and the general
18 welfare of the citizens in these communities and in the communi-
19 ties adjacent to them; that such emergency should be met by the
20 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
5 TENANCIES: 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 or
8 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 rental 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 the
14 peace and quiet of the occupants or other tenants living in the same
15 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 of using the premises, or
20 permitting the premises to be used, for the commission of felony or
21 other violent crime, or for any illegal activity which may subject
22 the owner to possible prosecution, fine, forfeiture or other penalty;

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

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

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

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

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

45 (9) the person occupying the premises at the end of a lease term
46 is a sub-tenant not 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 the term of any written lease or rental agreement has expired,
51 provided that such use and occupancy by the owner or his relations
52 is necessary to prevent substantial hardship to the designated
53 occupant, and provided further that determination pursuant to
54 this subsection shall be considered an unfair and deceptive act
55 within the meaning of Section two of chapter ninety-three A on the
56 part of the owner if, within one-hundred twenty days after the
57 tenant vacates the premises, the premises are rented to someone
58 other than the designated party unless the owner shows that such
59 rental was undertaken in good faith and was not reasonably fore-
60 seeable at the time of termination;

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

78 (12) the owner has requested in good faith, and the tenant has
79 refused or failed to pay, an increase in rent, provided that (1) such
80 increase in rent is requested by means of a written notice received

81 by the tenant at least thirty (30) days prior to the effective date of
82 the requested increase; (2) such increase is not otherwise in viola-
83 tion of any state or federal statute or regulation or municipal
84 bylaw or ordinance; (3) such increase is neither unconscionable
85 nor is it requested for the purpose of circumventing this act; and (4)
86 such increase is not contrary to any other oral or written agree-
87 ment between the owner and tenant or any oral or written repre-
88 sentation made by the owner to tenant. Any owner who, within 90
89 days after any termination of tenancy pursuant to this section,
90 rents the premises at less than the highest rent demanded of the
91 previous tenant shall be guilty of an unfair and deceptive act and
92 practice within the meaning of section two of chapter ninety-three
93 A.

94 Any termination of tenancy under clauses six, nine, ten, eleven
95 or twelve shall be treated for the purposes of chapter 239 as a
96 termination not the fault of the tenant. This section shall not apply
97 to tenancies in two or three-unit buildings in which the owner
98 resides at the time such tenancy is created. As used in this para-
99 graph, owner shall mean the beneficial owner.

100 Any notice of termination of any such tenancy shall specify
101 therein in plain language the specific reasons for and effective date
102 of such termination and the amount of rent due, if any; in any
103 subsequent summary process action brought pursuant to such
104 notice, the owner shall be limited to the grounds stated in the
105 notice of termination. A notice of termination shall not be sufficient
106 to constitute the notice an owner must give to a tenant under
107 clauses two, five, six, seven, and eight.

108 This section shall not be construed to limit, impair or otherwise
109 affect any prerequisites for, or restrictions on, the termination of
110 any tenancy otherwise required by law. Any waiver of any of the
111 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 posses-
5 sion of residential premises pursuant to this chapter unless the
6 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 posses-
9 sion of residential premiums unless the person has complied with
10 the provision of Chapter 527 of the Acts of 1983; or complied with
11 any local ordinance enacted pursuant to said Act, or complied
12 with any local ordinance in effect prior to said Act.

The first part of the report deals with the general conditions of the country and the progress of the work during the year. It is followed by a detailed account of the various expeditions and the results obtained. The report concludes with a summary of the work done and the prospects for the future.

The second part of the report deals with the detailed results of the various expeditions. It is divided into several sections, each dealing with a different aspect of the work. The first section deals with the general conditions of the country and the progress of the work during the year. The second section deals with the detailed results of the various expeditions. The third section deals with the results of the various expeditions. The fourth section deals with the results of the various expeditions. The fifth section deals with the results of the various expeditions.

The third part of the report deals with the detailed results of the various expeditions. It is divided into several sections, each dealing with a different aspect of the work. The first section deals with the general conditions of the country and the progress of the work during the year. The second section deals with the detailed results of the various expeditions. The third section deals with the results of the various expeditions. The fourth section deals with the results of the various expeditions. The fifth section deals with the results of the various expeditions.

The fourth part of the report deals with the detailed results of the various expeditions. It is divided into several sections, each dealing with a different aspect of the work. The first section deals with the general conditions of the country and the progress of the work during the year. The second section deals with the detailed results of the various expeditions. The third section deals with the results of the various expeditions. The fourth section deals with the results of the various expeditions. The fifth section deals with the results of the various expeditions.

The fifth part of the report deals with the detailed results of the various expeditions. It is divided into several sections, each dealing with a different aspect of the work. The first section deals with the general conditions of the country and the progress of the work during the year. The second section deals with the detailed results of the various expeditions. The third section deals with the results of the various expeditions. The fourth section deals with the results of the various expeditions. The fifth section deals with the results of the various expeditions.

The sixth part of the report deals with the detailed results of the various expeditions. It is divided into several sections, each dealing with a different aspect of the work. The first section deals with the general conditions of the country and the progress of the work during the year. The second section deals with the detailed results of the various expeditions. The third section deals with the results of the various expeditions. The fourth section deals with the results of the various expeditions. The fifth section deals with the results of the various expeditions.

