

# 答辩书

在驱逐案件中维护  
自己的  
权益

## 遭到驱逐？提交答辩书

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在收到简易程序传票和起诉书后，请尽快提交答辩书。

利用答辩书来：

- 捍卫自己的权利，
- 向法官解释为什么房东不应驱逐您，以及
- 告诉法官，房东有哪些过错。

请打印出这份手册，并按照说明准备答辩书。

或者使用马萨诸塞州驱逐抗辩（MADE）免费在线答辩书表格工具：[GBLS.org/MADE](https://GBLS.org/MADE)

## 寻求法律帮助

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该手册无法代替律师的作用。

获取律师帮助。请前往[MassLegalHelp.org/find-legal-aid](https://MassLegalHelp.org/find-legal-aid)

马萨诸塞州的一些法律服务办公室有开设法律诊所，可以帮助您拟写答辩书。请联系您当地的法律服务计划，更多了解关于这些法律诊所的信息。

部分法庭有提供一日**律师**计划。该计划可在您的开庭日当天提供免费的法律咨询。

## 开始准备答辩书，以便在截止日期前将答辩书递交给法庭和房东

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您必须在截止日期前将答辩书递交给法庭和房东的律师。如果您不确定答辩书的截止日期，请致电 [法庭书记员](#) 咨询。

如果房东没有请律师，您需要在截止日期前将答辩书的副本递交给房东本人。如果您的案件审理方为：

- **房屋法庭**，截止日期为“房屋专家进度讨论会”举行日期前3个工作日当天或更早。这是“初级法庭事件”。
- **地区法庭或波士顿市法庭**，截止日期为“案件管理会议”举行日期前3个工作日当天或更早。

将要审理您案件的法庭会向您发送一份通知，告知您第一次开庭的日期和提交答辩书的截止日期。在收到[简易程序传票和起诉书](#)后不久，法庭会将通知邮寄给您。

法庭和房东必须在第一次开庭日期前3个工作日当天或更早收到您的答辩书。**请不要邮寄。**请参见下文，了解如何按时将答辩书递交给法庭和房东。

## 我应该在答辩书中写到哪些内容？

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在答辩书的第一页写清楚案件的所有基本事实，例如姓名和地址。

您所有的**抗辩和反诉**占据了答辩书的大部分篇幅。本手册包括了基本**抗辩和反诉**。

- **抗辩**指的是房东不应驱逐您的法律原因。例如，房东因为您未付房租而驱逐您，但实际上您付了房租。
- **反诉**指的是您对房东的起诉。例如，您因为房东违反法律而起诉向房东获取赔偿。或者，您可以向法庭申请，责令房东修理您的暖气或者停止把您锁在公共区域之外。

答辩书表格可以帮助您在填写表格时确定是否可以提出反诉。请参见[法律抗辩和反诉](#)。

您可能有表格未列出的主张。该表格有空白处，可新增其他主张。

您也可以使用答辩书告诉法官和房东自己有哪些诉求。

在答辩书表格的最后一页，请向法庭提供至少一种您的联系方式。请写明您的地址、正在使用的电话号码和电子邮件。

## 如果我错过了答辩书的截止日期，该怎么办？

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如果您没能在截止日期前递交答辩书，请递交[延期递交答辩书的动议](#)。使用手册 3A：[延期递交答辩书的动议](#)。解释无法按时递交答辩书的原因。并随动议附上写好的答辩书。

## 将您的案件转移至房屋法庭

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传票和起诉书会告知哪家法庭将审理您的案件。

如果您的案件在地区法庭或BMC，您可以将案件转移至房屋法庭。房屋法庭有更多的资源来帮助租户。

如果您将案件转移至房屋法庭，请将您的答辩书递交给立案地的地区法庭或BMC。使用[手册5：转移](#)。

## 请尽快填写答辩书

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这些说明的字母和数字与表格上的相对应。

### 填写答辩书表格的最开始部分

- a. 从传票和起诉书的左上角复制县市的名字。
- b. 您不需要在b部分中填写任何内容。法庭确定好您的第一次开庭日期后，应给您发送一份通知。
- c. 从传票和起诉书复制房东的名字。
- d. 参照传票和起诉书上的写法，写下您的名字。如果名字不对，可以之后向法庭申请修改。但是，如果您没有按照传票和起诉书原样复制您的名字，书记员办公室可能无法正确递交您的答辩书表格。
- e. 从传票和起诉书的右上角复制法庭的名称。
- f. 如果知道，请填写案件号。案件号指的是法庭给您的案件分配的编号。传票和起诉书的右上角可能有案件号，或者您可以向法庭询问案件号。但也可以留空。

填写完答辩书表格后，如果您在答辩书表格中勾选了32到67之间的任何方框，请返回到答辩书的顶部并勾选“反诉”。

您必须在答辩书截止日期当天或之前向陪审团提出自己的权利，否则您将失去这一权利。如果您申请了陪审团审判，但后来改变了主意，另一方必须同意您将审判改为法官审判。请仔细考虑您是否希望由陪审团来审理您的案件，而不是法官。为了帮助您考虑是否申请陪审团审判，请参阅[在法庭上反对驱逐](#)中“提交答辩书”下的[注意事项](#)。如果您希望进行陪审团审判：

- 请在答辩书的第一页勾选“申请陪审团审判”的方框
- 并在答辩书表格的最后一页勾选“我有权申请陪审团审判”。

## 填写案件的事实、抗辩和反诉

### 事实

填写事实，并在事实部分勾选1-8中符合您情况的方框。

### 在抗辩和反诉部分，勾选方框

答辩书表格的第9段列出了租户用来阻止驱逐的常见抗辩和反诉。勾选符合您情况的抗辩和反诉方框。如果现在未勾选方框，您之后将需要向法官申请添加抗辩或反诉。

- 如果因为未付租金而遭到驱逐，您可以勾选32-67中符合您情况的抗辩和反诉方框。
- 如果不是因自己的过错而遭到驱逐，您可以勾选32-67中符合您情况的抗辩和反诉方框。
- 如果因为房东所指控的过错而遭到驱逐，比如毁坏房屋或打扰邻居（称为“过错驱逐”），您可能无法提起反诉。
- 如果您是前业主，且原告没有正确止赎房产，您可以勾选47-67中符合您情况的反诉方框，以驳回驱逐。

### 我对法庭的诉求

在答辩书表格的最后，勾选方框，告诉法庭您的诉求。

### 您是否需要房东提供任何信息或证据来帮助您立案？

在为案件做准备时，您可能会需要一些只有房东能提供的信息。**证据开示**是一个法庭程序，旨在帮助您从房东处获得所需信息。在提交答辩书时，您也可以提交证据开示表格。您有权申请**证据开示**。

如需针对案件申请证据开示，请参见[手册 4：证据开示](#)。

## 递交答辩书表格和证据开示

如果您希望申请证据开示，请将证据开示表格随答辩书一起递交给法庭。

- 请明确区分本手册中的说明与答辩书表格。
- 准备两份答辩书表格副本。如果您需要提交证据开示表格，也准备两份副本。
- **在答辩书截止日期前，向法庭提交经签署的答辩书和证据开示原件。提交前，请致电书记员，并向他们询问最优的提交方法。您可以：**
  - 直接带去书记员办公室。如果选择亲手递交给法庭，请要求法庭在您的副本上盖日期戳，以证明按时递交了文件。
  - 给法庭发送电子版。使用法庭的在线提交系统，或者致电法庭，询问法庭是否接受电子邮件发送。如果可以，这就是最好的方法！
  - 选择邮寄，但**前提**是至少在截止日期前一周寄出，以确保能在截止日期前寄到。邮寄速度慢且不可靠。
- 在答辩书截止日期前，将答辩书和证据开示的**副本**递送给房东的律师或者房东本人。查看传票和起诉书的右边。如果“BBO#”的横线上有编码，那您的房东就有律师。如需交付副本，您可以：
  - **亲手递交**给房东的律师或房东本人。
  - **电子邮件发送**。您房东的**律师**必须接收您邮件发送的副本。您可以在传票和起诉书的底部找到他们的电子邮箱。如果您的**房东没有律师**，请问房东是否同意通过电子邮件接收答辩书和证据开示。如果他们以电子邮件或**书面**的形式同意，您可以通过电子邮件发送。如果房东不同意，您必须以其他方式递送给他们。
  - **传真发送**。您可以传真给房东的律师或房东本人，但前提是他们书面同意通过传真接收。如果他们不同意，您必须以其他方式将副本递送给他们。
  - 选择邮寄，但前提是至少在截止日期前一周寄出，以确保能在截止日期前寄到。邮寄速度慢且不可靠。
- 保管好答辩书和证据开示的副本。去法庭时记得带上。

## 准备庭审

恭喜您完成了法庭文件的准备和递交工作。现在，确保自己做好出庭准备。阅读[手册 1：在法庭上为自己发声](#)。该手册会给您提供一份有用的清单，告诉您需要带哪些东西出庭。

## 翻译表格用户说明

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填写本表格，然后将您的信息复制到3手册中的英文表格。

仅向法院和您的房东或其律师提供英文表格。

保留简体中文表格和一份英文表格供您参考。

### 您有权要求免费提供口译员

您可以在开庭日期之前致电法院询问法庭书记员办公室。

如果您在自己持有的法院文件上找不到法院的电话号码，请使用位于 [Mass.gov/courthouse-locator](https://www.mass.gov/courthouse-locator) 的法院定位器在网上查找。

请告知书记员您需要口译员。

如果您亲自出庭，可以向法庭书记员出示此卡：[MassLegalHelp.org/language-rights/your-right-to-an-interpreter-poster-vertical.pdf](https://www.mass.gov/language-rights/your-right-to-an-interpreter-poster-vertical.pdf)

### 法院竭诚为说各种语言的人提供服务

如果您需要口译员，马萨诸塞州各法院都应为您提供。

如果您无法从法院工作人员或口译员处获得所需帮助，可以在网上投诉：  
[macourtsystem.formstack.com/forms/language\\_access\\_complaint](https://macourtsystem.formstack.com/forms/language_access_complaint)

# 答辩书表格

马萨诸塞联邦  
初审法庭

a. \_\_\_\_\_, ss. \_\_\_\_\_  
县 法庭名称

f. \_\_\_\_\_  
案件号简易程序

b. 开庭日期  
☐ 初始开庭日期： 待由法庭确定。 (不申请证据开示)  
☐ 修改后的开庭日期： 待由法庭确定。 (申请证据开示)

c. \_\_\_\_\_  
原告——房东  
vs. 简易程序答辩书  
☐ 反诉

d. \_\_\_\_\_  
被告——租户 ☐ 申请陪审团审判

## 事实

- ☒ 我的名字是 \_\_\_\_\_.
- ☒ 我住在 \_\_\_\_\_. 我的入住日期/大概入住日期为 \_\_\_\_\_.
- ☐ 我每月/周支付\$ \_\_\_\_\_ 的租金。
- ☐ 我领取房租补贴。合同的全额租金为\$ \_\_\_\_\_。
- ☐ 我有 \_\_\_\_/没有\_\_\_\_ 签订书面租约。
- ☒ 我否认自己非法居住在我的房屋里且侵犯了房东的权利。
- ☐ 我否认自己欠房东起诉书所列的租金或使用和占用费。
- ☐ 我不再居住于起诉书所述的地址。

## 抗辩

### 租约未正确终止和/或案件未正确提起

Mass. Gen. Laws, c. 186, § § 11-13, 17

- ☐ 我从未收到搬出通知。
- ☐ 搬出通知有缺陷。



11. ☐ 我因为未付房租收到了搬出通知，但没有收到关于我所有权利的必需“搬出通知随附证明表”，包括如何获得租金援助和法庭关于驱逐的规定。
12. ☐ 房东没有正确终止我的租约。
13. ☐ 我居住在《关怀法案》涵盖的房产中，该法案保护联邦资助房产中的租户，包括公共住房、住房选择凭证、基于项目的第8部分住房、低收入住房税收抵免计划以及联邦支持的抵押贷款和
  - a. ☐ 我没有收到《关怀法案》要求的30天通知；或者
  - b. ☐ 该房产的抵押贷款正处于延期状态，房东不能在抵押贷款延期期间驱逐我。
14. ☐ 房东在搬出通知到期前就发起了诉讼。
15. ☐ 房东是一家公司或其他商业实体，但此案件不是由代理律师发起，因此应予以驳回。
16. ☐ 传票和诉讼书有缺陷和/或没有正确送达/提交。
17. ☐ 如果我曾经欠过房东房租，我已在法律允许的时间内付清或主动提出付清。
18. ☐ 即使我的租约终止，房东的行为也构成了一个新租约。
19. ☐ 起诉书和搬出通知陈述的驱逐理由不一致。
20. ☐ 房东没有优先占有权和/或没有立场提起诉讼。
21. ☐ 房东的案件应予以驳回，因为 \_\_\_\_\_

### 抗辩

## 未能遵守 公共和补贴住房规则

22. ☐ 我是公共或补贴住房的租户：
  - a. ☐ 房东没有按照适用于该房产的租约或计划规则或使用限制终止我的租赁。
  - b. ☐ 我是第8部分计划涵盖的租户，房东没有及时向监督我所持凭证的机构提供搬出通知副本。
  - c. ☐ 我是公共或补贴住房的租户，按照租赁和/或计划规则的要求，房东没有充分的理由驱逐我。
  - d. ☐ 我是公共或补贴住房的租户，房东没有按照租约和/或计划规则的要求给予我举行申诉听证会或会议的权利，或者我已申请举行听证会/会议，但在我收到起诉书时，该程序还没有完成。
  - e. ☐ 我居住在第8部分的联邦公共住房、补贴住房或其他涵盖的联邦住房中，并根据《防止对妇女施暴法案》（42 U.S.C. 14043e-11）提出抗辩。

### 抗辩

## 报复

Mass. Gen. Laws c. 239, § 2A; c. 186, § 18

- ☐ 反诉租赁因未支付租金或无过错而终止
23. ☐ 房东试图驱逐我和/或报复我，因为：
  - a. ☐ 由于房屋的恶劣条件，我扣留了房租，并且/或者告知了房东具体的情况。
  - b. ☐ 我向房东书面报告了恶劣条件。



- c. ☐ 我口头和/或书面向公共机构报告了恶劣条件。
- d. ☐ 我参加了租户的会议或组织。
- e. ☐ 我向房东提起了诉讼/索赔。
- f. ☐ 我或我的家庭成员采取行动，根据  
G.L. c. 209A 获得保护令或根据 G.L. c. 258E 获得防骚扰令；
- g. ☐ 我或我的家庭成员向执法部门报告了家庭暴力、强奸、性侵犯或跟踪事件，  
或者报告了违反保护令或防骚扰令的行为。
- h. ☐ 我是虐待、性侵犯、强奸或跟踪事件的幸存者，房东驱逐我是因为我根据  
G.L. c. 186, § § 23-29 行使了权利，从而违反了租约或出于安全考虑，  
更换了门锁。
- i. ☐ 其他： \_\_\_\_\_

该抗辩使我享有占有权。如果作为反诉提出该抗辩，它使我有权获得一至三倍的租金（有补贴的租户按全额合同租金计算）或实际损失金额，以金额较大者为准。

24. ☐ 我有权进行报复推定，因为房东在发生上述任何一项（列于 23b 到 23i）事件的6个月内对我采取了行动。

#### 抗辩

#### 歧视

Mass. Gen. Laws c. 239; c. 151B;  
《联邦公平住房法案》；《美国残疾人法案》；  
和/或 《康复法案》的第 504 条

☐ 反诉租赁因未支付租金或无过错而终止

25. ☐ 我的房东出于以下理由歧视我和/或我的家庭成员：

- |                                    |                               |                                    |
|------------------------------------|-------------------------------|------------------------------------|
| <input type="checkbox"/> 家庭状况（有孩子） | <input type="checkbox"/> 种族   | <input type="checkbox"/> 民族血统      |
| <input type="checkbox"/> 年龄        | <input type="checkbox"/> 宗教   | <input type="checkbox"/> 残疾        |
| <input type="checkbox"/> 公共或租赁援助   | <input type="checkbox"/> 性别   | <input type="checkbox"/> 肤色        |
| <input type="checkbox"/> 性别认同      | <input type="checkbox"/> 性取向  | <input type="checkbox"/> 其他： _____ |
| <input type="checkbox"/> 婚姻状况      | <input type="checkbox"/> 兵役情况 |                                    |

#### 基于残疾（身体和/或精神）的“合理便利”

参见 *BHA vs. Bridgewater*, 452 Mass. 833 (2009)

26. ☐ 我（和/或我的家庭成员）身患残疾，申请/已申请房东根据规定作出调整或采取必要措施使我获得公平的住房机会。未向符合要求的残疾人提供合理便利是一种对于残疾的歧视。**注意事项：**这可能包括能够让租户获得帮助或采取必要措施来解决违反租约的问题。

#### 性骚扰

参见 *Gnerre v. MCAD*, 402 Mass. 502 (1988) ; Mass. Gen. Laws c. 151B, § 4 (6)  
《公平住房法案》 (42 U.S.C. § 3604)

27. ☐ 我的房东（或房东的代理人/代表）通过性骚扰行为，歧视我的性别。该活动让我觉得公寓变得更不舒服。请勾选所有适用项：

- ☐ 我曾遭受过非自愿的/未经同意的性骚扰（包括口头骚扰和未经同意的性身体接触）。
- ☐ 我曾被要求或被迫提供性服务。
- ☐ 由于我对性骚扰的反应，我的租赁条款做了修改。
- ☐ 由于性骚扰，我觉得房屋不安全或不舒服。

抗辩

### 租户对指控的行为不承担责任

28. ☐ 我/我的家庭成员/客人没有做过被房东指控为驱逐原因的行为。

29. ☐ 房东所指控的行为没有违反租赁协议。

30. ☐ 我是州公共住房的房客，房东因为我无法控制的家庭成员、客人或其他人出现所指控的行为而驱逐我。我没有违反租约或任何法律。我没有办法控制或没有理由知道所指控的行为。

抗辩

### 租户不应失去他/她的公寓 (避免没收)

31. ☐ 基于公平和公正的原则，驱逐我是不公平的行为。



务必  
阅读  
该方框



如果您因为“过错”（房东指控您除了未付房租外还有其他过错）遭到驱逐，跳过问题#32-67，直接进入问题#68，完成表格的剩余部分。

如果您不是因为“过错”遭到驱逐，请完成问题#32至表格最后。

如果您是前任业主，在止赎后遭到驱逐，请跳过问题#54-66，直接进入#67，完成表格的剩余部分。

如果您是租户，在止赎后遭到驱逐，请完成问题#32至表格最后。

任何使用和占用指控的抗辩和反诉或抵消

房屋的恶劣条件和其他诉讼

Mass. Gen. Laws c. 239, § 8A; c. 93A; 和/或可居住性默示担保

32. ☐ 我依据房东知道或应该知道的房屋内或附近在过去或现在所存在的问题提出抗辩和反诉，包括但不限于以下问题：

- ☐ 蟑螂、其他昆虫或老鼠
- ☐ 漏水和管道问题
- ☐ 电力问题
- ☐ 铅涂料
- ☐ 其他：\_\_\_\_\_

- ☐ 窗户有缺陷或漏风
- ☐ 天花板、墙壁或地板有缺陷
- ☐ 供暖和/或热水问题
- ☐ 门锁有缺陷或安全问题

33. ☐ 房东知道或应该知道这些恶劣条件，因为：

- ☐ 我已口头告知房东。
- ☐ 我已书面告知房东。
- ☐ 稽查部、卫生局、房屋中介或者其他  
告知了房东。
- ☐ 在我搬进来的时候，所有或部分恶劣条件就已存在。
- ☐ 在房东购买或止赎房产时，所有或部分恶劣条件就已存在。
- ☐ 所有或部分恶劣条件存在于房东可以进入的公共区域。
- ☐ 其他：\_\_\_\_\_

我有权就房屋贬值受到的损失获得赔偿，计算方法为：

(a) 状况良好房屋的全额市场租金，和 (b) 房屋因恶劣条件减少的价值。（如果租金得到补贴，损失赔偿将根据全额租金计算，而不仅仅是租户支付的部分。）我也有权因恶劣条件导致的任何其他损失、伤害或支出获得赔偿。

抗辩和反诉

违反《保证金法》

Mass. Gen. Laws c. 239, § 8A; c. 186, § 15B; 和/或 c. 93A

34. ☐ 我向我的 ☐ 现任 / ☐ 前任 （勾选适用项）房东支付了保证金\$ \_\_\_\_\_。

35. ☐ 房东通过以下方式违反了《保证金法》：

- ☐ 收取超过一个月的租金作为保证金，  
需支付我 3 倍的押金和法律规定的利息。
- ☐ 没有把保证金存入单独的银行账户，  
需支付我 3 倍的押金和法律规定的利息。
- ☐ 没有给我相应的收据，  
需支付我 3 倍的押金和法律规定的利息。

- ☐ 没有支付或从我的租金中扣除年利息，  
需支付我 3 倍的保证金利息。
- ☐ 没有向我进行必要的条件说明，  
需支付我 25 美元。
- ☐ 不对我已付给前任房东的保证金负责，  
需支付我 3 倍的保证金和应计利息。
- ☐ 其他 \_\_\_\_\_。

### 抗辩和反诉

### 上月租金

Mass. Gen. Laws c. 239, § 8A; c. 186, § 15B; 和/或 c. 93A

36. ☐ 我向我的 ☐ 现任/ ☐ 前任（勾选适用项）房东支付了上个月的租金  
\$ \_\_\_\_\_，而房东没有支付我年利息或给予相应的租金减免，这使我有权获得 3 倍的所欠利息。

### 任何使用和占用指控的

### 抗辩和反诉或抵消

### 干扰公用设施和房屋使用

### （或违反享有安静环境的权利）

Mass. Gen. Laws c. 239, § 8A; c. 186, § 14; 和/或 c. 93A

37. ☐ 房东有以下行为：
- ☐ 没有提供充足的供暖。
  - ☐ 没有提供充足的热水
  - ☐ 没有支付该由房东承担的公共费用。
  - ☐ 切断了我的水电煤气。
  - ☐ 把我锁在门外。
  - ☐ 没有法庭命令的情况下，就把我的财产清出。
  - ☐ 不解决房屋中的恶劣条件。
  - ☐ 未经我允许和/或通知进入我的房屋。
  - ☐ 通过以下方式干扰我以其他方式享受房屋的权利：  
\_\_\_\_\_。
38. ☐ 我已支付暖气、热水、电力和/或燃气费用，但我和房东之间没有书面协议要求我支付这些公共费用。我要求房东及时开始支付这些公共费用。该抗辩和反诉使我有权根据 G.L. c. 186, § 14 和 c. 93A 获得损失赔偿。也参见 Mass. Sanitary Code, 105 CMR 410.354。
39. ☐ 我支付了他人公寓或公共区域（如走廊、楼梯、地下室或门廊）使用的燃气、石油和/或电力费用。该抗辩和反诉使我有权根据 G.L. c. 186, § 14 和/或 c. 93A 获得损失赔偿。也参见 Mass. Sanitary Code, 105 CMR 410.354。

该抗辩和反诉使我有权获得三倍的租金（有补贴的租户按全额合同租金计算）或实际损失金额，以金额较大者为准。

*抗辩和反诉*  
**公共和补贴住房的租金责任**

- 40. ☐ 住房管理机构负责租金。
- 41. ☐ 住房管理机构因为没有进行维修而停止向房东支付租金。
- 42. ☐ 住房管理机构/业主未能正确计算租金或调整租金，因此我有权重新计算租金。
- 43. ☐ 房东向我收取的租金高于住房管理机构批准的金额。

*任何使用和占用指控的  
抗辩和反诉或抵消*  
**违反《消费者权益保护法》**

Mass. Gen. Laws c. 239 § 8A, 和/或 c. 93A

- 44. ☐ 本答辩书/反诉中所述的每个行为都是不公平的和/或具有欺骗性的。我的房东在该法律的覆盖范围内，因为她或他不是房屋管理机构，也不是我居住的只有 2 或 3 户家庭的房产的自住业主。该诉求是要求提供合理的和解方案。
- 45. ☐ 房东有以下不公平或欺骗性的行为：
  - ☐ 在房租迟交不到30天时，房东向我收取了滞纳金。
  - ☐ 房东向我收取了从未达成共识的租金金额。
  - ☐ 房东非法向我收取警察或法庭费用。
  - ☐ 我的租约中有非法条款。
  - ☐ 其他：\_\_\_\_\_

因此，根据 G.L. c. 93A，我有权就每次违约行为获得法定损失赔偿或实际损失赔偿（鉴于房东的故意和知情行为，为两倍或三倍），以较大者为准。

*抗辩*  
**案件应继续直到确定可用的租金援助**

St. 2020, Ch. 257 (Section 2 (b)) amended by St. 2021, c. 20.

- 46. ☐ 由于房东指控拖欠租金，所有与房东案件相关的法庭诉讼都应推迟，以确定我已申请或将申请的所有可用租金援助，并在批准并支付当时到期的全额租金后，必须驳回房东提出的租金和占有权指控。

**其他抗辩和反诉**

- 47. ☐ 我的租金由过渡援助部通过供应商支付；因此，我无法控制房租的拖欠情况。
- 48. ☐ 我已根据修理和扣除法规（G.L. c. 111, § 127L）行使我的权利。
- 49. ☐ 房东要求我支付水费，这违反了 G.L. c. 186, § 22。
- 50. ☐ 止赎相关的抗辩/反诉（G.L. c. 93A）：

- a. ☐ 由于未能遵守 (i) 抵押贷款合同中的销售权, (ii) 法定或监管止赎要求, 和/或 (iii) 根据适用法律的票据持有/转让要求, 止赎无效。
- b. ☐ 在贷款修改和/或止赎备选方案方面, 我受到了不公平对待。
- c. ☐ 在止赎通知方面, 我受到了不公平对待。
- d. ☐ 根据我的收入, 我的贷款具有压榨性、不公平性的和/或无法负担性。

- 51. ☐ 据我所知, 房东计划将我的单元改造成共管公寓, 但并未遵守适用的州或当地法律。
- 52. ☐ 政府机构 (例如 RAFT 或城市基金) 在邮寄或交付租金方面出现失误或延迟, 因此, 法庭必须将此案推迟至少 7 天 (或根据政府机构付款需要推迟更长的时间), 然后, 如果向房东支付了租金和法庭费用, 则视租赁为未终止, 必须驳回房东的租金和占有权指控。G.L. c. 186, § 11 (租约下的租户) 和 § 12 (不定期租户)。
- 53. ☐ 我的其他抗辩或反诉如下所示:

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## 止赎后驱逐

### 抗辩和反诉

#### 对于止赎后的租户

#### 当原告是银行或其他“止赎业主”时 没有正当理由将租户驱逐出房屋

Mass. Gen. Laws c. 186A, § 2; c. 186, § 14; 和 c. 93A

- 54. ☐ 我是合法租户, 有权获得 G.L. c. 186A 的保护。
- 55. ☐ 由于原告没有驱逐我的正当理由, 也没有 G.L. c. 186A, 2 所要求的对该房产有约束力的买卖协议, 本案应予以驳回。
- 56. ☐ 在没有正当理由或没有房产买卖协议的情况下, 原告送达搬出通知或其他强制我搬出房屋的行为违反了 G.L. c. 186A, § 2; c. 186, § 14 和 c. 93A。
- 57. ☐ 该抗辩和反诉使我有权根据 G.L. c. 186, § 14 和/或 c. 93A 获得占有权和损失赔偿。

### 抗辩和反诉

#### 对于止赎后的租户

#### 当原告是银行或其他“止赎业主” Gen. 未能遵守 Mass. Gen. Law c. 186A 的通知规定

Mass. Gen. Laws c. 186A, § 3 和 § 4; c. 186, § 14 和 c. 93A

- 58. ☐ 我是合法租户, 有权获得 G.L. c. 186A 的保护。
- 59. ☐ 在止赎后的 30 天内, 原告没有张贴、递交或在我的门下塞入通知, 告知原告的联系信息以及关于找谁进行维修的信息, 这违反了 G.L. c. 186A, § § 3 和 4。
- 60. ☐ 原告在发布并提供所需联系信息后的不到 30 天时间里向我发送了搬出通知, 这违反了 G.L. c. 186A, § § 3 和 4。



- 61. ☐ 原告没有向我提供书面通知，告知我有权申请法庭听证，这违反了 G.L. c. 186A, § § 3 和 4。
- 62. ☐ 原告没有向我提供书面通知，指控我严重违反了租约，这违反了 186A, § 4。
- 63. ☐ 原告没有向我提供30天的时间来纠正严重违反租约的行为，这违反了 186A, § 4。
- 64. ☐ 原告没有向我告知指控的月租金金额以及租金应该支付给谁，这违反了 G.L. c. 186A, § § 3 和 4。
- 65. ☐ 因为原告没有遵守 G.L. c. 186A, § § 3 和 4 的通知要求，本案应予以驳回。
- 66. ☐ 该抗辩和反诉使我有权根据 G.L. c. 186, § 14 和/或 G.L. c. 93A 获得占有权和损失赔偿。

### 抗辩

### 对于止赎后租户和业主 原告对占有权没有立场/没有优先占有权

- 67. ☐ 原告的案件应予以驳回，因为它对该房产不具有适当的所有权，因此不能证明房东对该房产的优先占有权，并且止赎无效。*Wayne Inv. Corp. v. Abbott*, 350 Mass. 775 (1966) (可以在简易程序中提出所有权缺陷作为抗辩)；G.L. c. 239, § 1 (只有在依法进行止赎的情况下，原告才可以使用简易程序)。

## 我对法庭的诉求

- 68. ☒ 根据所有指控和抗辩，给予我对房屋的占有权。
- 69. ☒ 根据所有指控和抗辩，给予我金钱损失赔偿、费用、律师费（如适用）和其他公平的补偿金。
- 70. ☐ 根据所有指控和抗辩，必要时禁止房东拒绝合理配合处理租金援助申请的任何要求，以及禁止房东拒绝接受法庭认定的所欠租金的租金援助。
- 71. ☐ 根据我的指控和抗辩，搁置和/或宣布我的房屋止赎无效，或就我的房屋占有权给予其他公平合理的和/或宣告性补偿金。
- 72. ☐ 其他： \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### 法庭应该允许我留在房屋里

Mass. Gen. Laws c. 239, § 8A (5th para.)

- 73. ☐ 我请求法庭应用 G.L. c. 239, § 8A (适用于未支付和无过错驱逐)，允许我留在房屋，理由如下：
  - a. 因为根据反诉，房东欠我的钱大于我欠房东的租金，我在驱逐中占据上风（在此案，应给予我该房产的占有权）；或者
  - b. 我有权在七（7）天内向法庭支付法庭认定我欠房东的款项与房东欠我的款项之间的差额，以保留我对房屋的占有权。



### 法庭应责令房东进行维修

Mass. Gen. Laws c. 239, § 8A (4th para.), 和/或 c. 111, § 127I

74. ☐ 我请求法庭责令房东修复房屋中的缺陷条件。

### 法庭应责令房东作出合理安排

《联邦公平住房法案》；《美国残疾人法案》；第 504 条  
和/或 Mass. Gen. Laws c. 151B

75. ☐ 我和/或我的家庭成员身患残疾，请求法庭责令房东停止驱逐和/或采取措施为残疾人士提供住宿，让我能够继续留在房屋。

### 法庭应认定我不存在过错

76. ☐ 法庭应认定房东没有证明我存在过错。这是一起过错驱逐案件，房东指控我存在过错（除了未付房租外）。房东没有证明我存在任何足够严重的过错，能够证明驱逐的正当性；因此，法庭应允许我留在房屋。

法庭应继续审理此案直到确定租金援助

77. ☐ 法庭应将本案推迟至确定所有可用租金援助所需的时间，并在批准并支付当时到期的全额租金后，必须驳回房东的租金和占有权指控。St. 2020, Ch. 257 (Section 2 (b)) amended by St. 2021, c. 20.

### 法庭应继续审理本案，获取政府机构的偿付

78. ☐ 法庭应将此案推迟至少 7 天（或政府机构偿付所需的更长时间），如果随后租金和法庭费用得到支付，则必须驳回房东的租金和占有权指控。G. L. c. 186, § 11, 12; 也参见 St. 2000, c. 257.

### 法庭应让我有更多的时间搬家

Mass. Gen. Laws c. 239, § 9 或 Court's Equitable Authority

79. ☐ 如果法庭将占有权判给房东，我需要时间搬家。（对于有老人或残疾人的家庭，法庭最多可以给予一年，对于任何其他租户，最多可以给予六个月。）  
☐ 我和/或我的家庭成员是老年人（60 岁以上）或残疾人。  
☐ 法庭还应考虑我有以下情况： \_\_\_\_\_

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## 申请陪审团审判

Part I, Article XV of the Mass. Constitution; USPR 8; Mass. Gen. Laws c. 185C, § 21 和 c. 218, § 19B

☐ 我有权申请陪审团审判。（所有法庭都可进行陪审团审判。）

**租户注意事项：**如果您勾选此框，请返回此表格的第一页，并勾选内容为“申请陪审团审判”的方框。

如果您已勾选任何反诉（方框 33-68），请返回此表格的第一页，并勾选内容为“反诉”的方框。

我在此证明，\_\_\_\_\_（日期），我 [促使] 向房东或房东律师（律师必须同意接收电子邮件）☐ 递交或 ☐ 邮寄或 ☐ 电子邮件发送（前提是房东同意电子邮件接收）（勾选适用项）该答辩书的副本。

**租户注意事项：**该答辩书必须在第一次预定开庭的前 3 个工作日提交给法庭，并且您的房东或房东律师（如果有）必须收到一份副本。法庭将通过邮件通知当事人第一次预定开庭信息。

\_\_\_\_\_  
租户（或记录的前任业主）签名

\_\_\_\_\_  
租户（或记录的前任业主）签名

\_\_\_\_\_  
正楷姓名

\_\_\_\_\_  
正楷姓名

**注意事项：**起诉书中被指控为被告的每个人都必须签署本答辩书或提交单独的答辩书，以保护自己的权利。

\_\_\_\_\_  
地址

\_\_\_\_\_  
公寓号

\_\_\_\_\_  
城市

\_\_\_\_\_  
州

\_\_\_\_\_  
邮编

\_\_\_\_\_  
电话号码

\_\_\_\_\_  
日期

\_\_\_\_\_  
电子邮箱（如果有）



**ANSWER FORM**  
**COMMONWEALTH OF MASSACHUSETTS**  
**TRIAL COURT**

a. \_\_\_\_\_ ss:  
County

e. \_\_\_\_\_  
Name of Court

f. \_\_\_\_\_  
Docket No. Summary Process

b. Trial Date

- ☐ Original Trial Date: To be determined by the Court. (No Discovery requested)
- ☐ Rescheduled Trial Date: To be determined by the Court. (Discovery requested)

c. \_\_\_\_\_  
Plaintiff(s) – Landlord(s)

vs.

d. \_\_\_\_\_  
Defendant(s) – Tenants(s)

**SUMMARY PROCESS ANSWER**

- ☐ **COUNTERCLAIMS**
- ☐ **WITH JURY TRIAL REQUEST**

**Facts**

1. ☒ My name is \_\_\_\_\_.
2. ☒ I live at \_\_\_\_\_. I moved in on or about \_\_\_\_\_.
3. ☐ I pay \$ \_\_\_\_\_ in rent per (month/week).
4. ☐ I receive a rent subsidy. The full contract rent is \$ \_\_\_\_\_.
5. ☐ I do \_\_\_/do not \_\_\_ have a written lease.
6. ☒ I deny that I live in my home unlawfully and against the right of the landlord.
7. ☐ I deny that I owe the amount of rent or use and occupancy listed in the landlord's complaint.
8. ☐ I no longer live at the address listed in the complaint.

*Defense*

**Tenancy Not Properly Terminated and/or Case Not Properly Brought**

Mass. Gen. Laws, c. 186, §§11-13, 17

9. ☐ I never received a Notice to Quit.
10. ☐ The Notice to Quit was defective.
11. ☐ I received a Notice to Quit for nonpayment of rent, but did not receive with it a required form called “Attestation Form to Accompany Residential Notice to Quit” about my rights, including how to get rental assistance and court rules on evictions.
12. ☐ The landlord did not terminate my tenancy properly.

13. ☐ I live in property covered by the federal CARES Act which protects tenants in federally-assisted property, including public housing, Housing Choice Vouchers, Project-Based Section 8 housing, the Low-Income Housing Tax Credit program, and federally backed mortgages and
- a. ☐ I did not receive a 30 day notice to quit as required by the CARES Act; or
- b. ☐ The mortgage on this property is in forbearance and the landlord cannot evict me while the mortgage is in forbearance.
14. ☐ The landlord started this case before the Notice to Quit expired.
15. ☐ The landlord is a corporation or other business entity and this case was not brought by an attorney so it should be dismissed.
16. ☐ The Summons and Complaint is defective and/or was not properly served/filed.
17. ☐ If I have ever owed the landlord rent, I paid or offered to pay it all within the time allowed by law.
18. ☐ Even if my tenancy was terminated, a new tenancy was created by my landlord's conduct.
19. ☐ The Complaint and the Notice to Quit state inconsistent reasons for eviction.
20. ☐ The landlord does not have a superior right to possession and/or does not have standing to bring this action.
21. ☐ The landlord's case should be dismissed because \_\_\_\_\_
- 

*Defense*

**Failure to Comply with Rules for  
Public and Subsidized Housing**

22. ☐ I am a tenant in public or subsidized housing and:
- a. ☐ The landlord did not terminate my tenancy as required by the lease or program rules or use restrictions that apply to the property.
- b. ☐ I am a tenant under the Section 8 Program and the landlord did not provide a copy of the Notice to Quit in a timely way to the agency that oversees my voucher.
- c. ☐ I am a tenant in public or subsidized housing and the landlord does not have *good cause* to evict me as required by the lease and/or program rules.
- d. ☐ I am a tenant in public or subsidized housing and the landlord did not give me my right to a grievance hearing or conference as required by the lease and/or program rules or I requested a hearing/conference and the process was not completed before I received the complaint.
- e. ☐ I reside in federal public housing or subsidized Section 8 or other covered federal housing and have a defense under the Violence Against Women Act (42 U.S.C. 14043e-11).

*Defense*

**Retaliation**

Mass. Gen. Laws c. 239, §2A; c. 186, §18

- ☐ Counterclaim where tenancy is terminated for nonpayment of rent or without fault
23. ☐ The landlord is trying to evict me and/or retaliate against me because:
- a. ☐ I withheld rent because of bad conditions, and/or told the landlord about bad conditions.

- b. ☐ I reported bad conditions in writing to the landlord.
- c. ☐ I reported bad conditions orally and/or in writing to a public agency.
- d. ☐ I took part in a tenants' meeting or organization.
- e. ☐ I brought a case/claim against the landlord.
- f. ☐ I or a member of my household took action to obtain a protection order under G.L. c. 209A or a harassment prevention order under G.L. c. 258E;
- g. ☐ I or a member of my household reported an incident of domestic violence, rape, sexual assault or stalking to law enforcement or reported a violation of a protection or harassment prevention order.
- h. ☐ I am a survivor of abuse, sexual assault, rape or stalking and the landlord is evicting me for exercising my rights to break my lease or change my locks for safety reasons under G.L. c. 186, §§23-29.
- i. ☐ Other: \_\_\_\_\_

This defense entitles me to possession. Where this is raised as a counterclaim, this entitles me to one to three times the rent (calculated at the full contract rent for tenants with subsidies) or my actual damages, whichever is greater.

24. ☐ I am entitled to a presumption of retaliation because the landlord took action against me within 6 months of any of the above (listed in 23b through 23i).

#### *Defense*

### **Discrimination**

Mass. Gen. Laws c. 239; c. 151B;  
Federal Fair Housing Act; Americans With Disabilities Act;  
and/or Section 504 of the Rehabilitation Act

☐ Counterclaim where tenancy is terminated for nonpayment of rent or without fault

25. ☐ My landlord has discriminated against me and/or a member of my household based on:

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Family status (having children) | <input type="checkbox"/> Race               | <input type="checkbox"/> National Origin |
| <input type="checkbox"/> Age                             | <input type="checkbox"/> Religion           | <input type="checkbox"/> Disability      |
| <input type="checkbox"/> Public or Rental Assistance     | <input type="checkbox"/> Sex                | <input type="checkbox"/> Color           |
| <input type="checkbox"/> Gender Identity                 | <input type="checkbox"/> Sexual Orientation | <input type="checkbox"/> Other: _____    |
| <input type="checkbox"/> Marital Status                  | <input type="checkbox"/> Veteran's Status   |  |

### **“Reasonable Accommodation” Based on Disability (Physical and/or Mental)**

*See BHA vs. Bridgewater*, 452 Mass. 833 (2009)

26. ☐ I (and/or a member of my household) have a disability and I request/have requested that the landlord make changes in its rules or do what is necessary for me to have a fair housing opportunity. Failing to provide a reasonable accommodation to a qualified person with a disability is disability-based discrimination. *Note:* This may include allowing the tenant to get help or do something necessary to address a lease violation.

### Sexual Harassment

*See Gnerre v. MCAD*, 402 Mass. 502 (1988); Mass. Gen. Laws c. 151B, §4(6)  
Fair Housing Act (42 U.S.C. § 3604)

27. ☐ My landlord (or an agent/representative of my landlord) discriminated against me based on my sex/gender by sexually harassing me. This activity made my apartment less desirable to me. Check all that apply:
- ☐ I have been subjected to unwanted/unsolicited harassment of a sexual nature (includes verbal harassment and non-consensual physical acts of a sexual nature).
  - ☐ I have been asked or pressured to give sexual favors.
  - ☐ Terms of my tenancy were changed because of my response to the sexual harassment.
  - ☐ I felt unsafe or uncomfortable in my home as a result of sexual harassment.

### Defense

#### Tenant Not Responsible for Alleged Behavior

28. ☐ I/a household member/guest did not do what my landlord alleges is the reason for eviction.
29. ☐ What my landlord is claiming is not a violation of the rental agreement.
30. ☐ I am a tenant in state public housing and the landlord is evicting me for alleged behavior of a household member, guest, or someone over whom I had no control. I did not violate my lease or any law. I had no way to control or no reason to know about the alleged behavior.

### Defense

#### Tenant Should Not Lose His/Her Apartment (Avoidance of Forfeiture)

31. ☐ Based on principles of equity and fairness, it is unfair to evict me.



**READ  
THIS  
BOX**



**If you are being evicted for “fault”** (the landlord claims you did something wrong other than not paying your rent), skip questions #32-67, then go directly to #68 and complete the rest of the form.

**If you are not being evicted for “fault,”** complete #32 to the end of the form.

**If you are a former owner being evicted after a foreclosure,** skip questions #54-66, go directly to #67 and complete the rest of the form.

**If you are a tenant being evicted after a foreclosure,** complete #32 to the end of the form.



*Defense & Counterclaim or Offset to Any Claim for Use and Occupancy*

**Bad Conditions in My Home and Other Claims**

Mass. Gen. Laws c. 239, §8A; c. 93A; and/or Implied Warranty of Habitability

32. ☐ I have a defense and counterclaim because of past or present problems in or around my home that the landlord knew or should have known about, including but not limited to the following:

- |   |   |
|---|---|
| <input type="checkbox"/> cockroaches, other insects, mice or rats | <input type="checkbox"/> defective or leaky windows           |
| <input type="checkbox"/> water leak and plumbing problems         | <input type="checkbox"/> defective ceilings, walls, or floors |
| <input type="checkbox"/> electrical problems                      | <input type="checkbox"/> problems with heat and/or hot water  |
| <input type="checkbox"/> lead paint                               | <input type="checkbox"/> defective locks or security problems |
| <input type="checkbox"/> other: _____                             |   |

33. ☐ The landlord knew or should have known about the bad conditions because:

- ☐ I told the landlord orally.
- ☐ I told the landlord in writing.
- ☐ The landlord was notified by Inspectional Services, Board of Health, housing agency, or someone else.
- ☐ All or some of the conditions existed when I moved in.
- ☐ All or some of the conditions existed when the landlord purchased the property or at the time of foreclosure.
- ☐ All or some of these conditions exist in common areas that the landlord has access to.
- ☐ Other: \_\_\_\_\_

I am entitled to damages for the reduced value of my home, calculated as the difference between:

(a) the full market rental value of my home in good condition, and (b) the reduced value of my home in its bad condition. *(If the rent is subsidized, the damages are calculated based on the full rental value and not just the tenant's share.)* I am also entitled to damages for any other losses, injuries, or expenses resulting from bad conditions.

*Defense & Counterclaim*

**Violation of the Security Deposit Law**

Mass. Gen. Laws c. 239, §8A; c. 186, §15B; and/or c. 93A

34. ☐ I paid a security deposit of \$ \_\_\_\_\_ to my ☐ current / ☐ former *(check which one)* landlord.
35. ☐ The landlord violated the security deposit law in the following way(s):
- ☐ Charging more than 1 month's rent for the deposit, *allowing me 3 times the deposit and interest required by law.*
  - ☐ Not putting the deposit in a separate bank account, *allowing me 3 times the deposit and interest required by law.*

- ☐ Not giving me the required receipts,  
*allowing me 3 times the deposit and interest required by law.*
- ☐ Not paying or deducting from my rent yearly interest,  
*allowing me 3 times the interest owed on the deposit.*
- ☐ Not giving me the required statement of conditions,  
*allowing me \$25.*
- ☐ Not taking responsibility for the security deposit I paid to the prior landlord,  
*allowing me 3 times the deposit and accrued interest.*
- ☐ Other \_\_\_\_\_.

*Defense & Counterclaim*

**Last Month's Rent**

Mass. Gen. Laws c. 239, §8A; c. 186, §15B; and/or c. 93A

36. ☐ I paid last month's rent of \$ \_\_\_\_\_ to my ☐ current / ☐ former (*check which one*) landlord and my landlord has not paid me yearly interest or given me rent credit for this interest, entitling me to three times the amount of interest owed.

*Defense & Counterclaim*

*Or Offset to Any Claim for Use and Occupancy*

**Interference with Utilities and Use of Home  
(or Breach of Quiet Enjoyment)**

Mass. Gen. Laws c. 239, §8A; c. 186, §14; and/or c. 93A

37. ☐ The landlord did the following:
- ☐ Did not provide adequate heat.
  - ☐ Did not provide adequate hot water.
  - ☐ Did not pay for utilities that were the landlord's responsibility.
  - ☐ Shut off my utilities.
  - ☐ Locked me out of my home.
  - ☐ Put my possessions out without a court order.
  - ☐ Allowed bad conditions to exist in my home.
  - ☐ Entered my home without my permission and/or notice.
  - ☐ Interfered with my right to enjoy my home in other ways by:  
\_\_\_\_\_.
38. ☐ I have been billed for heat, hot water, electricity and/or gas and the landlord and I did not have a *written* agreement requiring me to pay for these utilities. I request that the landlord promptly start paying for such utilities. This defense and counterclaim entitles me to damages under G.L. c. 186, §14, and c. 93A. See also Mass. Sanitary Code, 105 CMR 410.354.
39. ☐ I have been billed for gas, oil and/or electricity that go to other people's apartments or common areas (such as hallways, stairways, basements, or porches). This defense and counterclaim entitles me to damages under G.L. c. 186, §14, and/or c. 93A. See also Mass. Sanitary Code, 105 CMR 410.354.

This defense and counterclaim entitles me to three times the rent (calculated at the full contract rent for tenants with subsidies) or my actual damages, whichever is greater.

*Defense & Counterclaim*

**Rent Liability in Public and Subsidized Housing**

- 40. ☐ The housing authority is responsible for rent.
- 41. ☐ The housing authority stopped payments to the landlord because repairs were not made.
- 42. ☐ The housing authority/owner failed to properly calculate rent or to adjust the rent, and therefore I am entitled to a recalculation of rent.
- 43. ☐ The landlord charged me more rent than the amount approved by the housing agency.

*Defense & Counterclaim*

*Or Offset to Any Claim for Use and Occupancy*

**Violation of the Consumer Protection Law**

Mass. Gen. Laws c. 239 §8A, and/or c. 93A

- 44. ☐ Each of the acts stated in this Answer/Counterclaims was unfair and/or deceptive. My landlord is covered by this law because she or he is not a housing authority or the owner-occupant of only a 2 or 3-family property in which I live. This pleading is a demand for a reasonable settlement offer.
- 45. ☐ The landlord acted in the following additional unfair or deceptive ways:
  - ☐ The landlord charged me late fees before my rent was thirty days late.
  - ☐ The landlord charged a rent amount that I never agreed to pay.
  - ☐ The landlord charged me constable or court fees unlawfully.
  - ☐ There are unlawful terms in my lease.
  - ☐ Other: \_\_\_\_\_

Therefore, under G.L. c. 93A, I am entitled to statutory damages for each violation, or actual damages (doubled or trebled because the landlord's conduct was willful and knowing), whichever is greater.

*Defense*

**Case Should be Continued for Determination of Available Rental Assistance**

St. 2020, Ch. 257 (Section 2(b)) amended by St. 2021, c. 20.

- 46. ☐ Because the landlord claimed rent was owed, all court events relating to the landlord's case should be postponed for a determination of all available rental assistance for which I have applied or will apply, and upon approval and payment of the full rent then due, the landlord's claims for rent and possession must be dismissed.

**Other Defenses & Counterclaims**

- 47. ☐ My rent is paid by the Department of Transitional Assistance through vendor payments; therefore, I had no control over nonpayment of the rent.
- 48. ☐ I have exercised my rights under the repair and deduct statute (G.L. c. 111, §127L).
- 49. ☐ The landlord required me to pay for water in violation of G.L. c. 186, §22.
- 50. ☐ Foreclosure-related defenses/counterclaims (G.L. c. 93A):

- a. ☐ The foreclosure is void due to failure to comply with the: (i) power of sale in the mortgage contract, (ii) statutory or regulatory foreclosure requirements, and/or (iii) Note holding/transfer requirements pursuant to applicable law.
  - b. ☐ I was treated unfairly with respect to loan modification and/or alternatives to foreclosure.
  - c. ☐ I was treated unfairly with respect to pre-foreclosure notices.
  - d. ☐ My loan was predatory, unfair, and/or was unaffordable based on my income.
51. ☐ Upon information and belief, the landlord plans to convert my unit into a condominium and did not follow the applicable state or local law.
52. ☐ There is a failure or delay of a government agency (such as RAFT or city funds) in the mailing or delivery of the rent payment and therefore, the court must postpone this case by at least 7 days -- or such longer time as needed for the payment by the government agency-- and then, if the payment of rent and court costs is offered to the landlord, the tenancy is treated as not having been terminated and the landlord's claims for rent and possession must be dismissed. G.L. c. 186, §11 (tenant under lease) and §12 (tenant at will).
53. ☐ I have other defenses or counterclaims as follows:

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## Evictions after Foreclosure

### *Defenses & Counterclaims*

#### **For Tenants Post-foreclosure**

#### **No just cause to evict tenants from properties when plaintiff is a bank or other “foreclosing owner”**

Mass. Gen. Laws c. 186A, §2; c. 186, §14; and c. 93A

- 54. ☐ I am a *bona fide* tenant entitled to the protections of G.L. c. 186A.
- 55. ☐ Because the plaintiff does not have just cause to evict me and there is no binding purchase and sale agreement on the property as required by G.L. c. 186A, §2, this case should be dismissed.
- 56. ☐ The plaintiff's service of a Notice to Quit or other actions to force me to vacate the premises without just cause or without a contract for sale on the property violate G.L. c. 186A, §2; c. 186, §14; and c. 93A.
- 57. ☐ This defense and counterclaim entitles me to possession and damages under G.L. c. 186, §14, and/or c. 93A.

### *Defense & Counterclaim*

#### **For Tenants Post-foreclosure**

#### **Failure to comply with notice provisions of Mass. Gen. Law c. 186A when plaintiff is a bank or other “foreclosing owner”**

Mass. Gen. Laws c. 186A, §3 and §4; c. 186, §14; and c. 93A

- 58. ☐ I am a *bona fide* tenant entitled to the protections of G.L. c. 186A.

- 59. ☐ Within 30 days of foreclosure, the plaintiff did not post, deliver or slide under my door a notice giving the plaintiff's contact information and information about who to call for repairs in violation of G.L. c. 186A, §§3 and 4.
- 60. ☐ The plaintiff served me with a Notice to Quit less than 30 days after it posted and delivered the required contact information in violation of G.L. c. 186A, §§3 and 4.
- 61. ☐ The plaintiff did not provide me with a written notice about my right to a court hearing in violation of G.L. c. 186A, §§3 and 4.
- 62. ☐ The plaintiff did not give me written notice claiming that I had substantially violated my lease or tenancy in violation of G.L. c. 186A, §4.
- 63. ☐ The plaintiff did not give me 30 days to cure the claim that I substantially violated my lease or tenancy in violation of G.L. c. 186A, §4.
- 64. ☐ The plaintiff did not inform me of the amount of monthly rent it claims and to whom the rent should be paid in violation of G.L. c. 186A, §§3 and 4.
- 65. ☐ Because the plaintiff did not comply with the notice requirements of G.L. c. 186A, §§3 and 4, this case should be dismissed.
- 66. ☐ This defense and counterclaim entitles me to possession and damages under G.L. c. 186, §14, and/or G.L. c. 93A.

*Defense*

**For Tenants and Owners Post-Foreclosure  
Plaintiff has no standing/no superior right to possession**

- 67. ☐ The plaintiff's case should be dismissed because it does not have proper title to the property and therefore it cannot prove a superior right to possession of the property and the foreclosure is void. *Wayne Inv. Corp. v. Abbott*, 350 Mass. 775 (1966) (title defects can be raised as defense in summary process); G.L. c. 239, §1 (summary process available to plaintiff only if foreclosure carried out according to law).

## WHAT I WANT THE COURT TO DO

- 68. ☒ On all claims and defenses, award me possession of my home.
- 69. ☒ On all claims and defenses, award me money damages, costs, attorney's fees (where applicable), and such other relief as is fair.
- 70. ☐ On all claims and defenses, enjoin the landlord as necessary from failing to reasonably cooperate with any requirements for the processing of applications for rental assistance and from failing to accept rental assistance for any rent the court finds to be owed.
- 71. ☐ On my claims and defenses, set aside and/or declare void the foreclosure upon my home, or grant other equitable and/or declaratory relief with respect to possession of my home.
- 72. ☐ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **The Court Should Allow Me to Stay in My Home**

Mass. Gen. Laws c. 239, §8A (5th para.)

73. ☐ I request that the court apply G.L. c. 239, §8A (which applies both to non-payment and to no-fault evictions) to allow me to stay in my home as follows:
- a. Because the money owed to me on my counterclaims is greater than the amount of rent owed to the landlord, I win the eviction (possession of the property should be awarded to me in this action); or
  - b. I am entitled to the opportunity to pay to the court within seven (7) days the difference between what the court finds I owe my landlord and what the landlord owes me in order to keep possession of my home.

## **The Court Should Order the Landlord to Make Repairs**

Mass. Gen. Laws c. 239, §8A (4th para.), and/or c. 111, §127I

74. ☐ I request the court to order the landlord to correct the defective conditions in my home.

## **The Court Should Order the Landlord to Make Reasonable Accommodations**

Federal Fair Housing Act; Americans With Disabilities Act; Section 504  
and/or Mass. Gen. Laws c. 151B

75. ☐ I and/or a member of my household have a disability and I request the court to order the landlord to accommodate the disability by stopping the eviction and/or taking steps to provide an accommodation to allow me to remain in my home.

## **The Court Should Find That I Was Not At Fault**

76. ☐ The court should find that the landlord has not proven that I was at fault. This is a fault eviction case in which the landlord claimed I did something wrong (other than nonpayment of rent). The landlord did not prove that I did anything serious enough to justify eviction; therefore, the court should allow me to stay in my home.

The Court Should Continue this Case Until Determination of Rental Assistance

77. ☐ The court should postpone this case for such time as needed for a determination of all available rental assistance and upon approval and payment of the full rent due, the landlord's claims for rent and possession must be dismissed. St. 2020, Ch. 257 (Section 2(b)) amended by St. 2021, c. 20.

## **The Court Should Continue this Case for Payment by Government Agency**

78. ☐ The court should postpone this case for at least seven days (or such longer time as needed for the tender by the government agency) and, if the rent and court costs are then tendered/offered, the landlord's claims for rent and possession must be dismissed. G.L. c. 186, §11, 12; See also St. 2000, c. 257.

## The Court Should Allow Me More Time to Move

Mass. Gen. Laws c. 239, §9 or Court's Equitable Authority

79. ☐ If the court awards possession to the landlord, I need time to move. (The court may award *up to one year* for a household with an elderly or disabled person, or *up to six months* for any other tenant.)

☐ I am and/or a member of my household is elderly (over 60) or disabled.

☐ The court should also consider my situation as follows: \_\_\_\_\_

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### Request for a Jury Trial

Part I, Article XV of the Mass. Constitution; USPR 8; Mass. Gen. Laws c. 185C, § 21 and c. 218, §19B

☐ I claim my right to a trial by jury. (Jury trials are available in all courts.)

**Note to Tenants:** If you check this box, go back to the first page of this form and check the box in the heading that says “**With Jury Trial Request.**”

If you have checked any counterclaims (boxes 33-68), go back to the first page of this form and check the box in the heading that says “**Counterclaims.**”

I hereby certify that I [caused to be] ☐ delivered or ☐ mailed or ☐ emailed with the landlord consenting to service by email (*check which one*) a copy of this Answer to the landlord or his/her lawyer (who is required to accept service by email) on \_\_\_\_\_ (date).

**Note to Tenants:** This Answer must be filed in court **AND** a copy received by your landlord, or by his/her lawyer if represented, **3 business days before the first scheduled court event. Parties will be notified by mail by court of the first scheduled court event.**

\_\_\_\_\_  
**Signature** of Tenant(s) (or Former Owner of Record)

\_\_\_\_\_  
**Signature** of Tenant(s) (or Former Owner of Record)

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

**Note:** *Each* person named as a Defendant in the Complaint **MUST** sign this Answer or file a separate Answer in order to protect his/her own rights.

\_\_\_\_\_  
Address

\_\_\_\_\_  
Apt. No.

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email (if any)