

# Repons lan

**Reprezante  
Tèt ou nan yon  
Degèpisman**

## Èske w ap fè fas ak yon degèpisman ? Depoze yon repons

Lè w resevwa yon **Demann pou Parèt ak Plent Pwosè Rezime**, depoze Repons ou an san pèdi tan.

Itilize Repons lan pou w :

- Defann dwa ou yo,
- Esplike bay jij la poukisa pwopriyetè ou pa ta dwe mete w deyò, epi
- Di jij la kisa pwopriyetè a te fè ki pa t bon.

Enprime livre sa a epi swiv enstriksyon yo pou w ka fin redije Repons ou an.

Oubyen itilize zouti gratis fòmilè Repons anliy ki fèt pa Massachusetts Defense for Eviction (MADE): [GBLS.org/MADE](http://GBLS.org/MADE)

## Eseye pou w jwenn èd jiridik

Livre sa a pa ranplase yon avoka.

Eseye pran yon avoka. Gade [MassLegalHelp.org/find-legal-aid](http://MassLegalHelp.org/find-legal-aid)

Gen kèk biwo Sèvis Jiridik nan eta Massachusetts ki gen klinik ki ka ede w ak Repons ou an. Kontakte pwogram sèvis jiridik la ki bò lakay ou pou w ka aprann plis konsènan klinik sa yo.

Gen kèk tribunal ki gen pwogram **Avoka pou yon Jou**. Pwogram sa a ofri konsèy jiridik gratis nan jou pwosè w la.

## **Kòmanse Repons ou an pou w ka livre 1 nan tribal la epi bay pwopriyetè ou anvan dat limit la**

---

Fòk ou ta livre Repons ou nan tribal la epi voye 1 bay pwopriyetè ou anvan dat limit la. **Si w pa fin asire w kilè yo bezwen resevwa Repons ou, rele grefye tribal la.**

Si pwopriyetè ou a pa gen yon avoka, ou pral bezwen voye yon kòpi bay pwopriyetè ou anvan dat limit la. Si pwochè w la nan :

- **Tribinal Lòjman**, dat limit la se 3 jou ouvrab anvan dat "Konferans Eta Espesyalis Lòjman" an oubyen anvan sa a. Sa a se premye "Evènman Tribunal Premye Nivo" a.
- **Tribinal Distri oswa Tribunal Minisipal Boston**, dat limit la se 3 jou ouvrab anvan dat "Konferans Jesyon Pwosè" a oswa anvan sa a.

Tribinal la k ap tandem pwochè w la gen pou voye yon avi ba w pou ba w dat premye pwochè ou a epi dat pou w depoze Repons ou an. Tribal la voye avi a ba w pa lapòs yon ti tan apre w resevwa **Demann pou Parèt ak Plent Pwosè Rezime a.**

Tribinal la ak pwopriyetè ou a dwe resevwa Repons ou an 3 jou ouvrab anvan premye sesyon ou nan tribal la, oswa anvan sa a. **Pa voye 1 pa lapòs. Gade pi ba a kòman w ka remèt Repons ou bay tribal la ak pwopriyetè a atan.**

## **Kisa pou m mete nan Repons mwen an ?**

---

Tout enfòmasyon debaz yo ki gen nan pwochè a tankou non yo ak adres yo ale nan premye paj Repons lan.

Tout **defans ak demann rekondansyonèl** ou yo konstitye gran majorite Repons ou an. Livre sa a gen ladan l kèk **defans** ak **demann rekondansyonèl** debaz.

- **Defans yo** se jistifikasyon jiridik ki di poukisa pwopriyetè ou pa dwe mete w deyò. Pa egzanp, pwopriyetè a ap mete w deyò paske w pa t peye lwaye a, men ou te peye l anreyalite.
- **Demann rekondansyonèl yo** se reklamsyon ou genyen kont pwopriyetè ou a. Pa egzanp, ou gen dwa reklame ke pwopriyetè a dwe w yon lajan paske yo te vyole lalwa a. Oubyen, ou gen dwa mande tribal la pou egzize pwopriyetè ou pou l ranje chofaj la oswa pou sispann fèmen pòt la akle sou espas komen yo pou anpeche w aksede yo.

Fòmilè Repons lan ede w detèminen si w ka depoze demann rekondansyonèl yo pandan w ap ranpli fòmilè a. Gade, **Defans Jiridik ak Demann Rekondansyonèl.**

Ou gen dwa gen reklamsyon ki pa ekri sou fòmilè sa a. Fòmilè a gen yon espas vid pou w ka mete plis reklamsyon.

Ou ka itilize Repons lan an menm tan tou pou w di jij la ak pwopriyetè a kisa **ou** bezwen.

Nan dènye paj fòmilè Repons lan, bay tribal la omwen yon fason pou kontakte w. Mete adres ou yo ak nenpòt nimewo telefòn ak adres imèl ou itilize yo.

# Kisa m ka fè si m rate dat limit Repons lan ?

---

Si w pa depoze Repons ou anvan dat limit la, depoze yon *Mosyon pou Pèmision pou Depoze yon Repons Anreta*. Itilize [Livre 3a : Mosyon pou Depoze yon Repons Anreta](#). Espliek rezon poukisa w pa t ka depoze alè. Atache fòmilè Repons ki fin ranpli a ansanm ak Mosyon an.

## Transfere dosye w nan Tribunal Lòjman an

---

Fòmilè **Demann pou Parèt ak Plent** lan di w nan ki tribinal yo pral tande pwosè w.

Si pwosè w pral fèt nan Tribunal Distri a oswa nan BMC a, ou gen dwa transfere pwosè w la nan Tribunal Lòjman an. Tribunal Lòjman yo gen plis resous pou ede lokatè yo.

Si w transfere pwosè w nan Tribunal Lòjman an, depoze Repons ou avèk Tribunal Distri a oswa ak BMC kote pwosè a te depoze a. Itilize [Livre 5 : Transfè](#).

## Ranpli fòmilè Repons lan osi vit ke posib

---

Lèt ak chif yo nan direksyon sa a akòde ak sa ki sou fòmilè a.

### Ranpli pati anlè fòmilè Repons lan

- a. Kopye konte a ki nan kwen siperyè agòch la nan fòmilè Demann pou Parèt ak Plent lan.
- b. Ou pa bezwen mete anyen nan pati b a. Se tribinal la ki deside kilè ou pral gen pou parèt nan tribinal la pou lapremiyè fwa epi l ap voye yon avi ba w ki endike dat sa a.
- c. Kopye non pwopriyetè ou a ki nan fòmilè Demann pou Parèt ak Plent lan.
- d. Ekri non ou jan li ekri sou fòmilè Demann pou Parèt ak Plent lan. Si non w afiche enkorèkteman, ou ka mande tribinal la pou ranje l pi devan. Men si w pa ekri non ou egzakteman jan li ekri nan fòmilè Demann pou Parèt ak Plent lan, biwo grefye a gen dwa pa depoze fòmilè Repons ou an kòmsadwa.
- e. Kopye non tribinal la ki nan kwen dwat siperyè fòmilè Demann pou Parèt ak Plent lan.
- f. Ekri Nimewo Dosye a si w konnen li. Nimewo Dosye a se nimewo a ke tribinal la bay pwosè w la. Fòmilè Demann pou Parèt ak Plent lan gen dwa genyen nimewo dosye a ki afiche nan kwen dwat siperyè a, oubyen ou ka mande tribinal la pou ba w nimewo a. Men li pa yon pwoblèm pou kite espas sa a vid tou.

Apre w fin ranpli fòmilè Repons lan, retounen alatèt Repons lan pou w verifye "Demann Rekonvansyonèl" si w te kwoche nenpòt bwat ant 32 ak 67 nan fòmilè Repons lan.

Ou dwe reklame dwa w pou w gen yon pwosè ak yon jiri nan dat limit pou remèt Repons ou oswa anvan sa a oubyen ou pral pèdi dwa sa a. Si w reklame yon pwosè ak yon jiri men ou chanje avi pi deva, lòt pati a dwe dakò avè w pou w chanje pwosè a pou w fè yon pwosè ak yon jij. Panse sou si w ta renmen pou yon jiri tande pwosè w olye yon jij. Pou ede w panse sou si w ta renmen mande pou yon pwosè ak yon jiri, gade **Nòtanba ribrik Depoze Repons ou nan pati Lite Kont yon Degèpisman nan tribinal**. Si w vle yon Pwosè ak Jiri :

- Nan premyè paj Repons lan, tyeke bwat ki di "Ak yon Demann pou Pwosè ak Jiri" epi
- Nan dènye paj fòmilè a tyeke "Mwen reklame dwa mwen pou m gen yon pwosè ak jiri" tou.

## **Ranpli enfòmasyon, defans ak demann rekondansyonèl yo pou pwosè w la**

### **Enfòmasyon yo**

Ekri tout enfòmasyon yo epi kwoche bwat nan 1-8 yo ki vre pou w nan seksyon enfòmasyon an.

### **Kwoche bwat ki nan seksyon Defans ak Demann Rekondansyonèl yo**

Paragrap 9 nan fòmilè Repons sa a kòmanse ak yon lis defans ak demann rekondansyonèl ki komen pou lokatè yo itilize pou kanpe yon pwosesis degèpisman. Kwoche bwat ki bòkote defans ak demann rekondansyonèl yo ki vre selon sityasyon pa w la. Si w pa kwoche yon bwat kounyeya, ou pral oblige mande jij la pou l ajoute yon defans oswa yon demann rekondansyonèl pi devan.

- Si y ap fè degèpisman an kont ou paske ou pa t peye kòb lwaye a, ou ka kwoche bwat 32-67 nan pati defans ak demann rekondansyonèl la ki vre selon sityasyon w lan.
- Si y ap fè degèpisman kont ou pou yon rezon ki pa fòt ou, ou ka kwoche bwat 32-67 nan pati defans ak demann rekondansyonèl la ki vre selon sityasyon w lan.
- Si y ap fè degèpisman kont ou poutèt yon bagay ke pwopriyetè a di ke w te fè mal, tankou li di ou te detwi yon byen imèb oswa ou te pètibe yon vwazen (sa ki rele yon "degèpisman pou yon fòt") li gen dwa pa posib pou w vini ak demann rekondansyonèl.
- Si w se ansyen pwopriyetè a epi plenyan an pa t sezi pwopriyete a kòmsadwa, ou ka kwoche bwat 47-67 nan pati demann rekondansyonèl la ki vre selon sityasyon pa w la pou w ka konteste degèpisman an.

### **Kisa m vle tribinal la fè**

Nan fen fòmilè Repons lan, kwoche bwat yo epi di tribinal la sa w bezwen.

### **Èske w bezwen nenpòt enfòmasyon oswa prèv nan men pwopriyetè a pou ede w konstitye pwosè w la ?**

Lè w ap prepare pwosè w la, ou ka gen bezwen kèk enfòmasyon ke sèlman pwopriyetè w la genyen. **Dekouvèt** se yon pwosedi nan tribinal la ki ede w jwenn enfòmasyon w bezwen nan men pwopriyetè w la. Lè w depoze Repons ou an, ou ka depoze fòmilè Dekouvèt an menm tan tou. Ou gen dwa pou mande yon **Dekouvèt**.

Pou mande yon Dekouvèt pou pwosè w la, gade [Livre 4 : Dekouvèt](#).

### **Livre fòmilè Repons ou ak Dekouvèt ou**

Si w ap mande pou yon Dekouvèt, depoze fòmilè Dekouvèt yo pandan w ap depoze Repons ou avèk tribinal la.

- Separe enstriksyon yo ak fòmilè Repons lan nan livre sa a.

- Fè 2 kòpi fòmilè Repons lan. Si w ap depoze yon fòmilè Dekouvèt, fè 2 kòpi fòmilè sa a tou.
- Depoze **fòmilè Repons orijinèl ki siyen an ak fòmilè Dekouvèt la** avèk tribinal la anvan dat limit Repons lan. **Rele grefye a anvan w depoze fòmilè a epi mande yo ki pi bon fason pou fè depo a.** Ou kapab :
  - Livre 1 nan biwo grefye a fizikman. Si w livre 1 alamen nan tribinal la, mande tribinal la pou mete tenb dat la sou kòpi pa w la pou w ka gen prèv ke w te depoze l ale.
  - Voye 1 bay tribinal la elektwonikman. Itilize sistèm depo vityèl tribinal la oswa rele yo epi mande tribinal la si w ka voye yon imèl ba yo. Sa a se pi bon fason an si w ka fè 1 !
  - Voye 1 pa lapòs, men **sèlman** si se omwen yon semèn anvan dat limit la pou w ka asire w ke 1 rive anvan dat limit la. Lapòs la pran tan epi 1 pa fyab.
- Livre yon **kòpi** Repons ou an ak Dekouvèt ou a bay avoka pwopriyetè oswa pwopriyetè ou anvan dat limit Repons lan. Gade bò dwat fòmilè Demann pou Parèt ak Plent lan. Si gen yon nimewo sou liy "BBO#" ou a, pwopriyetè ou a gen yon avoka. Pou livre yon kòpi, ou ka :
  - **Livre 1 alamen** bay avoka pwopriyetè ou oswa pwopriyetè ou.
  - **Voye 1 pa imèl. Avoka** pwopriyetè ou a dwe aksepte kòpi ke w voye bay yo pa imèl la. Ou ka jwenn imèl yo a anba nan fòmilè Demann pou Parèt ak Plent nan. Si **pwopriyetè ou pa gen yon avoka**, mande avoka w si yo ka aksepte pou yo resevwa fòmilè Repons ak Dekouvèt ou a pa imèl. Si yo aksepte **alekri** oswa pa imèl oubyen SMS, ou ka voye 1 pa imèl. Si pwopriyetè ou la pa dakò, fòk ou voye 1 ba yo nan yon lòt fason.
  - **Voye 1 pa telekòpi oswa faks.** Ou ka voye 1 pa telekòpi oswa faks bay avoka pwopriyetè ou oswa pwopriyetè ou, men sèlman si yo aksepte alekri pou yo resevwa li pa telekòpi oubyen faks. Si yo pa aksepte, fòk ou ta voye 1 ba yo pa yon lòt fason.
  - Voye 1 pa lapòs, men **SÈLMAN** si se omwen yon semèn anvan dat limit la pou w ka asire w ke li rive anvan dat limit la. Lapòs la pran tan epi 1 pa fyab.
- Gade yon kòpi de fòmilè Repons ak Dekouvèt ou a sekirize. Pòte 1 avè w lè w ale nan tribinal la.

## **Prepare w pou w ale nan tribinal la**

Felisitasyon dèske w te fin ranpli epi depoze papye tribinal ou yo. Kounyeya asire w ke w prepare pou ale nan tribinal la. Li **Livre 1 : Reprezante Tèt ou nan Tribinal**. Li pral ba w yon lis verifikasyon itil konsènan sa pou w pòte avè w lè w ale nan tribinal la.

## **Enstriksyon pou itilizatè fòmilè ki tradwi yo**

---

Ranpli fòmilè sa a epi apre sa kopye enfòmasyon ou yo nan fòmilè anglè a nan paj 19.

Remèt fòmilè ki ann anglè sèlman bay tribinal la ansanm ak pwopriyetè ou oswa avoka li a.

Kenbe fòmilè Kreyòl ayisyen lan ak yon kòpi fòmilè anglè a pou dosye ou.

### **Ou gen dwa ak yon entèprèt gratis**

Anvan ou ale nan randevou tribinal ou, rele tribinal la epi mande pou biwo Grefye Tribinal la.

Si w pa ka jwenn nimewo telefòn tribinal la sou dokiman tribinal ou genyen an, chache li anliy. Itilize Zouti pou Lokalize yon Tribinal ki nan [mass.gov/courthouse-locator](http://mass.gov/courthouse-locator).

Di grefye a ke w bezwen yon entèprèt.

Si w ale nan tribinal la an pèsòn, ou ka montre kat sa a bay grefye tribinal la:

[masslegalhelp.org/language-rights/free-interpreter-en-ht.pdf](http://masslegalhelp.org/language-rights/free-interpreter-en-ht.pdf)

### **Tribinal yo angaje pou yo sèvi moun ki pale tout lang**

Tout tribinal ki nan eta Massachusetts ta dwe ba w yon entèprèt si w bezwen youn.

Si w pa ka jwenn èd ke w bezwen nan men yon pèsonèl tribinal la oswa yon entèprèt, ou ka depoze yon plent anliy: [macourtsystem.formstack.com/forms/language\\_access\\_complaint](http://macourtsystem.formstack.com/forms/language_access_complaint)

# FÒMILÈ REPOS LAN

TRIBINAL PWOSÈ  
ETA MASSACHUSETTS

a. \_\_\_\_\_ :<sup>ss</sup> Konte

e. \_\_\_\_\_ Non Tribunal la

f. \_\_\_\_\_ Nimewo Dosye a Pwosesis Rezime a

- b. **Dat** Pwosè a
- Dat Pwosè Orijinèl** A detèminen pa Tribinal la. (Okenn demann Dekouvèt)
  - Dat Pwosè ki Ranvwaye a :** A detèminen pa Tribinal la. (demann Dekouvèt la te fèt)

c. \_\_\_\_\_ Plenyan (yo) - Pwopriyetè (yo)

## REPOS PWO

vs.

## SESIS REZIME A

- DEMANN REKONVANSYONÈL**
- AK DEMANN POU YON PWOSÈ AK JIRI**

d. \_\_\_\_\_ Defandè (yo) - Lokatè (yo)

## Enfòmasyon yo

1.  Non pa m se \_\_\_\_\_.
2.  M ap viv nan \_\_\_\_\_ . Mwen te demenaje nan dat oubyen anviwon \_\_\_\_\_.
3.  Mwen peye \$ \_\_\_\_\_ kòb lwave (pa mwa / semèn).
4.  Mwen resevwa yon sibvansyon pou peye lwave a. Kòb lwave konplè ki endike sou kontra a se \$ \_\_\_\_\_.
5.  Mwen geneyn \_\_\_\_/pa genyen \_\_\_\_ yon kontra afèmaj ekri.
6.  Mwen nye akizasyon ke m ap viv nan kay mwen an ilegalman epi nan yon fason ki kontredi dwa pwopriyetè a.
7.  Mwen nye akizasyon ke m dwe montan kòb lwave oswa itilizasyon ak okipasyon ki endike nan plent pwopriyetè a.
8.  Mwen p ap viv nan adrès ki afiche sou plent lan ankò.

*Defans*

## Lokasyon an P at Tèmine Kòmsadwa ak / oswa Pwosè a Pa t Prezante Kòmsadwa

Lalwa Gen. Mass., c. 186, §§11-13, 17

9.  Mwen pa t janm resevwa yon avi pou kite.
10.  Avi pou kite a te defektye.

11.  Mwen te resevwa yon Avi pou Kite pou defo peman kòb lwave a, men m pa t resevwa 1 ansanm ak yon fòmilè egzije ki rele "Fòmilè Atestasyon pou Akonpanye Avi Rezidansyèl pou Kite a" ki gen rapò ak dwa m yo, pa egzanp kòman pou m benefisyé de èd ak lwave a epi règ tribal yo sou degèpisman yo.
  12.  Pwopriyetè a pa t fini ak lokasyon mwen an jan l ta dwe fè l la.
  13.  M ap viv nan yon kay ki kouvri selon Lwa federal CARES la ki pwoteje lokatè k ap viv nan kay ki benefisyé de asistans leta federal la, tankou kay leta, Koupon pou Chwa Kay, kay pwojè Seksyon 8, pwogram Kredi Enpo pou Lòjman pou Moun ki gen Ba Revni, ak ipotèk ki garanti pa leta federal la epi
    - a.  Mwen pa t resevwa yon avi pou kite nan 30 jou kòm sa egzije anba lalwa CARES la ; oswa
    - b.  Yo te sispann ipotèk ki kouvri kay sa a epi pwopriyetè a pa gen dwa mete m deyò pandan ke yo te sispann ipotèk la.
  14.  Pwopriyetè a te kòmanse pwosè sa a anvan dat ekspirasyon Avi pou Kite a.
  15.  Pwopriyetè a se yon antrepriz oswa yon lòt sosyete komèsyal epi pwosè sa a pa t entwodwi pa yon avoka kidonk yo ta dw e anile l.
  16.  Demann pou Parèt ak Plent lan defektye ak / oswa yo pa t sèvi / depoze l byen kòmsadwa.
  17.  Si m te janm dwe pwopriyetè a kòb lwave, mwen te peye l oswa m te ofri pou m peye l nan yon delè ki aksepte pa lalwa a.
  18.  Menm si yo te mete fen ak lokasyon mwen an, akòz de konpòtman pwopriyetè mwen an, gen yon nouvo tèm lokasyon ki etabli.
  19.  Plent ak Avi pou Kite a endike plizyè rezon pou degèpisman an ki kontredi youn lòt.
  20.  Pwopriyetè a pa gen yon dwa posesyon siperyè ak / oswa li pa gen jistifikasyon legal pou l mennen pwosè sa a.
  21.  Yo ta dwe refize pwosè pwopriyetè a poutèt \_\_\_\_\_
- 

*Defans*

**Mank Respè Règleman yo pou  
Kay Leta ak Kay Sibvansyone**

22.  Mwen se yon lokatè nan on kay leta oswa yon kay sibvansyone epi :
  - a.  Pwopriyetè a pa t mete fen ak lokasyon mwen an kòm sa te egzije selon kontra lokasyon an oswa règ pwogram yo oswa restriksyon sou itilizasyon yo ki kouvri kay sa
  - b.  Mwen se yon lokatè nan Pwogram Seksyon 8 la epi pwopriyetè a pa t remèt yon kòpi Avi pou Kite a bay ajans ki jere sibvansyone mwen an alè.
  - c.  Mwen se yon lokatè nan kay leta oswa kay sibvansyone epi pwopriyetè a pa gen *bon kòz* pou l mete m deyò jan kontra lokasyon an ak / oswa règleman pwogram yo egzije yo.
  - d.  Mwen se yon lokatè nan kay leta oswa kay sibvansyone epi pwopriyetè a pa t akòde m dwa m pou m gen yon pwosè oswa konferans doleyans jan kontra lokasyon ak / oswa règlman pwogram yo egzije yo oswa mwen te mande yon pwosè / konferans epi pwosesis la pa t fin fèt anvan m te resevwa plent lan.
  - e.  M ap viv nan kay leta federal oswa kay ki sibvansyone anba Seksyon 8 oswa yon kay ki kouvri nan yon lòt pwogram lòjman federal epi mwen gen yon defans parapò ak Lalwa sou Vyolans Kont Fanm (42 U.S.C. 14043e-11).

### *Defans*

#### **Reprezay**

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

- Demann rekouvansyonèl kote lokasyon an fini poutèt kòb lwaye ki pa t peye a oswa san kòz
23.  Pwopriyetè a ap eseye mete m deyò ak / oswa fè reprezay kont mwen paske :
- a.  Mwen pa t peye kòb lwaye a poutèt movèz kondisyon, ak / oswa m te pale pwopriyetè a de movèz kondisyon yo.
  - b.  Mwen te fè yon rapò de movèz kondisyon yo bay pwopriyetè a.
  - c.  Mwen te fè rapò konsènan movèz kondisyon yo aloral ak / oswa alekri bay yon ajans piblik.
  - d.  Mwen te patisce nan yon reyinyon oswa yon òganizasyon pou lokatè.
  - e.  Mwen te depoze yon pwose / reklamasyon kont pwopriyetè a.
  - f.  Mwen menm oswa yon manm nan kay mwen an te pran aksyon pou jwenn yon òdònans pwoteksyon anba G.L. c. 209A oswa yon lòd prevansyon asèlman anba G.L. c. 258E;
  - g.  Mwen menm oswa yon manm nan fanmi mwen an te sinyale yon ensidan de vyolans domestik, kadejak, abi seksyèl oswa pouswit bay ajan polisyè yo oswa te fè rapò de yon vyolasyon de yon pwoteksyon oswa yon òdònans prevansyon asèlman.
  - h.  Mwen se yon sivivan abi, abi seksyèl, kadejak oswa pouswit epi pwopriyetè a ap mete m deyò poutèt mwen te egzèse dwa mwen yo pou m vyole tèm kontra mwen an oswa chanje lòk yo pou rezon sekrite selon G.L. c. 186, §§23-29.
  - i.  Lòt : \_\_\_\_\_

Defans sa a ban m dwa posesyon. Kote sa a te prezante kòm yon demann rekouvansyonèl, sa ban m dwa ak antre youn a twa fwa kantite kòb lwaye a (ki kalkile selon montan kòb lwaye konplè a nan kontra a pou lokatè ki gen sibvansyon yo) oswa domaj reyèl mwen yo, nenpòt nan de (2) montan sa yo ki pi gran.

24.  Mwen gen dwa ak yon prezonpsyon reprezay paske pwopriyetè a te mennen yon aksyon kont mwen nan mwens ke 6 mwa depi youn nan evènman pi wo yo te pase (afiche ant 23b ak 23i).

### *Defans*

#### **Diskriminasyon**

Lalwa Gen. Mass. c. 239; c. 151B;

Lwa Federal Lòjman Jis ; Lwa pou Ameriken ak Andikap ;  
ak / oswa Seksyon 504 nan Lwa Reyabilitasyon an

- Demann rekouvansyonèl kote lokasyon an fini poutèt kòb lwaye ki pa t peye a oswa san kòz
25.  Pwopriyetè mwen te fè diskriminasyon kont mwen ak / oswa yon lòt moun ki rete lakay mwen sou baz :
- |   |   |
|---|---|
| <input type="checkbox"/> Lefèt ke nou se yon fanmi (nou gen timoun) | <input type="checkbox"/> Ras <input type="checkbox"/> Orijin Nasyonal             |
| <input type="checkbox"/> Laj  | <input type="checkbox"/> Relijyon <input type="checkbox"/> Andikap                |
| <input type="checkbox"/> Èd Leta oswa Èd ak Lwaye                   | <input type="checkbox"/> Sèks <input type="checkbox"/> Koulè                      |
| <input type="checkbox"/> Idantite jan                               | <input type="checkbox"/> Oryantasyon seksyèl <input type="checkbox"/> Lòt : _____ |
| <input type="checkbox"/> Eta matrimonyal                            | <input type="checkbox"/> Lefèt ke m se veteran                                    |

**"Amenajman Rezònab" sou Baz yon Andikap (Fizik ak / oswa Mantal)**  
*Gade BHA vs. Bridgewater, 452 Mass. 833 (2009)*

26. □ Mwen menm (ak / oswa yon lòt moun ki rete lakay mwen) gen yon andikap epi mwen mande / te mande pou pwopriyetè a fè chanjman onivo règ li yo oswa pou l fè sa ki nesesè pou m ka gen yon opòtinite lòjman ki jis. Si li pa bay yon moun ki andikape epi ki kalifye yon amenajman rezònab sa konstitye diskriminasyon sou baz andikap. *Note byen* : Sa gen dwa enkli lè li pèmèt lokatè a pou l chache èd oswa fè yon lòt bagay ki nesesè pou lokatè a adrese yon vyolasyon de kontra kay la.

**Asèlman seksyèl**

*Gade Gnerre v. MCAD, 402 Mass. 502 (1988); Lalwa Gen. Mass c. 151B, §4(6)*  
*Lwa sou Lòjman Jis (42 U.S.C. § 3604)*

27. □ Pwopriyetè mwen an (oswa yon ajan / reprezantan pwopriyetè mwen an) te pratike diskriminasyon kont mwen sou baz sèks / jan mwen an epi l te fè asèlman seksyèl kont mwen. Aktivite sa a te rann apatman mwen an mwen dezirab pou mwen. Kwoche tout sa ki aplikab :
- Mwen te oblige sipòte asèlman de yon nati seksyèl ke m pa t vle / pa t solisite (ki enkli asèlman vèbal ak zak fizik ki pa fèt ak konsantman toulede moun yo epi ki gen yon nati seksyèl).
  - Yo te mande m oswa yo te ban m presyon pou m te fè sèks pou m jwenn yon avantaj byen detèminen.
  - Kondisyon kontra lokasyon mwen an te vin chanje poutèt fason m te reponn ak asèlman seksyèl la.
  - Mwen pa t santi m ansekirite ni m pa t santi m konfòtab nan kay mwen an poutèt asèlman seksyèl la.

*Defans*

**Lokatè a Pa Responsab pou Konpòtman yo Di ke 1 te Fè a**

28. □ Mwen / oswa yon moun ki rete nan kay la / yon envite nan kay la pa t fè zak pwopriyetè a te di nou te fè kòm jistifikasyon pou l mete nou deyò nan kay la.
29. □ Sa pwopriyetè mwen an ap di a pa konstitye yon vyolasyon de kontra lokasyon an.
30. □ Mwen se yon lokatè nan kay leta piblik epi pwopriyetè a ep mete m deyò pou yon bagay li di yon moun lakay mwen, yon envite oswa yon moun m pa gen okenn kontwòl sou li te fè. Mwen pa t vyole tèm kontra lokasyon mwen an ni okenn lwa. Mwen pa gen okenn fason pou m kontwole ni okenn rezon pou m ta konnen yon bagay sou konpòtman li di ki te fèt la.

*Defans*

**Lokatè a Pa Dwe Pèdi Apatman li an  
 (Evite Konfiskasyon)**

31. □ Sou baz prensip ekite ak jistis, li enjis pou mete m deyò



**Si y ap mete w deyò pou yon "defo"** (pwopriyetè a akize w epi li di ke w te fè yon bagay ki pa bon ki andeyò kesyon peman kòb lwaye a), sote kesyon 32 ak 67 yo epi ale dirèkteman nan kesyon 68 pou w ka konplete rès fòmilè a.

**Si yo p ap mete w deyò pou yon "defo,"** fin ranpli kesyon 32 rive jis nan fen fòmilè a.

**Si w se yon ansyen pwopriyetè epi y ap mete w deyò paske yo sezi kay la,** sote kesyon 54 ak 66 yo epi ale dirèkteman nan kesyon 67 pou w ka fin ranpli rès fòmilè a.

**Si w se yon lokatè epi y ap mete w deyò apre labank sezi kay la,** fin ranpli kesyon 32 rive jis nan fen fòmilè a.

*Defans ak Demann Rekonvansyonèl oswa Konpansyon pou tout Reklamasyon pou Itilizasyon ak Okipasyon*  
**Movèz Kondisyon Lakay Mwen ak Lòt Reklamasyon**

Lalwa Gen. Lalwa c. 239, §8A; c. 93A ; ak / oswa Garanti Enplike Kondisyon pou Viv nan Kay la

32.  Mwen gen yon defans ak yon demann rekonvansyonèl poutèt pwoblèm pase oswa prezan ki egziste anndan oswa otou kay mwen an ke pwopriyetè a te okouran de yo oswa li te sipoze okouran de yo, ki enkli men ki pa limite ak bagay sa yo :

- |   |   |
|---|---|
| <input type="checkbox"/> ravèt, lòt ensèk, sourit oswa rat<br><input type="checkbox"/> kay la koule oswa gen pwoblèm plonbaj<br><input type="checkbox"/> pwoblèm elektrik<br><input type="checkbox"/> penti ki gen plon ladan<br><input type="checkbox"/> lòt : | <input type="checkbox"/> fenèt ki defektye oswa ki koule<br><input type="checkbox"/> plafon, miray oswa planche ki defektye<br><input type="checkbox"/> pwoblèm ak chofaj la epi / oswa dlo cho a<br><input type="checkbox"/> lòk ki pa mache oswa pwoblèm sekirite |
|---|---|
- 

33.  Pwopriyetè a te okouran oswa l ta dwe okouran de movèz kondisyon yo poutèt :

- Mwen te di pwopriyetè a sa awotvwa.
- Mwen te di pwopriyetè a alekri.
- Sèvis Enspeksyon, Komite Lasante, yon ajans lòjman, oswa yon lòt moun te mete pwopriyetè a okouran de sa.
- Tout oswa kèk nan kondisyon sa yo te egziste lè m te antre nan kay la.

- Tout oswa kèk nan kondisyon sa yo te egziste lè pwopriyetè a te achte pwopriyete a oswa nan moman yo te sezi kay la.
- Tout oswa kèk nan kondisyon sa yo egziste nan espas komen yo ke pwopriyetè a gen aksè ladan yo.
- Lòt : \_\_\_\_\_

Mwen gen dwa ak dòmaj pou valè kay mwen ki redwi a, ki kalkile kòm diferans lan ant :

(a) valè machann lokasyon konplè kay la lè 1 nan bon kondisyon, epi (b) valè redwi kay mwen an lè 1 nan movèz kondisyon. (*Si kòb kay la sibransyon, dòmaj yo kalkile sou baž valè lokasyon total la, pa sou pati lokatè a ap peye a.*) Mwen gen dwa tou pou m resevwa dedòmajman pou tout lòt pèt, blesi oswa depans ki rive poutèt movèz kondisyon sa yo.

*Defans ak Demann Rekonvansyonèl*  
**Vyolasyon Lwa Depo Sekirite a**

Lalwa Gen. Mass. c. 239, §8A; c. 186, §15B; ak / oswa c. 93A

34.  Mwen te peye yon depo sekirite nan montan \$ \_\_\_\_\_ bay pwopriyetè  aktyèl /  pase (*kowche kijès nan yo*).
35.  Pwopriyetè a te vyole lwa sou depo garanti sekirite a nan fason sa yo :
  - Li te mande plis pase kòb yon mwa pou depo garanti a,  
*epi sa ban m dwa ak 3 fwa kantite depo ak enterè ki egzije selon lalwa a.*
  - Li pa t mete kòb depo garanti a nan yon kont anbank apa,  
*epi sa ban m dwa ak 3 fwa kantite depo ak enterè ki egzije selon lalwa a.*
  - Li pa t banm resi li te sipoze ban mwen yo,  
*epi sa ban m dwa ak 3 fwa kantite depo ak enterè ki egzije selon lalwa a.*
  - Li pa t peye ni dedwi enterè anyèl la pou kòb lwaye mwen an,  
*epi sa ban m dwa ak 3 fwa kantite depo ak enterè ki egzije selon lalwa a.*
  - Li pa t ban m deklarasyon kondisyon yo ki te egzije a,  
*epi sa ban m dwa ak \$25.*
  - Li pa t pran responsablite pou depo garanti mwen te bay ansyen pwopriyetè a,  
*epi sa ban m dwa ak 3 fwa kantite kòb depo garanti a ak nenpòt enterè ki fèt sou li.*
  - Lòt \_\_\_\_\_.

*Defans ak Demann Rekonvansyonèl*  
**Kòb lwaye mwa dènye a**

Lalwa Gen. Mass. c. 239, §8A; c. 186, §15B; ak / oswa c. 93A

36.  Mwen te peye kòb lwaye mwa dènye a ki se \$ \_\_\_\_\_ bay pwopriyetè  aktyèl /  ansyen (*kwoche sa ki korèk la*) mwen an epi pwopriyetè mwen an pa t peye m enterè anyèl ni li pa t ban mwen kredi pou lwaye a pou enterè sa a, epi sa ban m dwa ak twa fwa kantite enterè ke l dwe a.

*Defans ak Demann Rekonvansyonèl  
oswa Konpansasyon pou tout Reklamasyon pou Itilizasyon ak Okipasyon*

**Enjerans nan Sèvis Minisipal yo ak Itilizasyon Kay la  
(oswa Vyolasyon Dwa Jwisans Trankil)**

Lalwa Gen. Mass. c. 239, §8A; c. 186, §14; ak / oswa c. 93A

37.  Pwopriyetè a pa t fè bagay sa yo :
  - Li pa t bay ase chofaj.

- Li pa t bay ase dlo cho.
  - Li pa t peye pou sèvis minisipal yo ki te responsablite pwopriyetè a.
  - Li te koupe sèvis minisipal yo.
  - Li te fèmen m deyò kay mwen an.
  - Li te mete afè mwen yo deyò nan kay la san l pa t gen yon òdònans tribunal pou l te fè sa.
  - Li te pèmèt ke movèz kondisyon te egziste lakay mwen.
  - Li te antre nan kay mwen an san pèmisyon m wen oswa san l pa t fè m konnen anvan.
  - Li te anpeche m jwi de kay mwen nan lòt fason nan fè bagay sa yo :
- 
38.  Li te ban m fakti pou chofaj, dlo cho, kouran ak / oswa gaz epi pwopriyetè a avè m pa t gen yon akò *ekri* ki egzije m pou m peye pou sèvis minisipal sa yo. Mwen mande pou pwopriyetè a kòmanse peye pou sèvis minisipal sa yo san pèdi tan. Defans ak Demann Rekonvansyonèl sa a ban m dwa ak dedòmajman selon G.L. c. 186, §14, ak c. 93A. Anplis sa a, gade Kòd Sanité Massachusetts, 105 CMR 410.354.
39.  Li te ban m fakti pou gaz, lwil ak / oswa kouran ki sèvi pou apatman lòt lokatè oswa pou espas komen yo (tankou koulwa, eskalye, sousòl oswa galeri). Defans ak demann rekconvansyonèl sa a ban m dwa ak dedòmajman selon G.L. c. 186, §14, ak / oswa c. 93A. Anplis sa a, gade Kòd Sanité Massachusetts, 105 CMR 410.354.

Defans ak demann rekconvansyonèl sa a ban m dwa ak twa fwa kantite kòb lwaye a (ki kalkile selon montan kòb lwaye total la pou lokatè ki gen sibvansyon yo) oswa dòmaj reyèl mwen yo, kèlkeswa montan ki pi gran nan sa yo.

*Defans ak Demann Rekonvansyonèl*

### **Responsablite pou Kòb Lwaye nan Kay Leta ak Kay Sibvansyone**

- 40.  Otorite lòjman an responsab pou lwaye a.
- 41.  Otorite lòjman an te sispann peye lwaye a bay pwopriyetè a paske li pa t fè reparasyon yo.
- 42.  Otorite lòjman an / pwopriyetè a pa t kalkile lwaye a byen oswa li pa t modifye kòb lwaye a korèkteman, epi poutèt sa a mwen gen dwa ak yon nouvo kalkil de kòb lwaye a.
- 43.  Pwopriyetè a te chaje m plis kòb lwaye pase montan ki te apwouve pa ajans lòjman an.

*Defans ak Demann Rekonvansyonèl  
oswa Konpansasyon pou Tout Reklamasyon pou Itilizasyon ak Okipasyon  
Vyolasyon Lalwa sou Pwoteksyon Konsomatè*

Lalwa Gen. Mass. c. 239 §8A, ak / oswa c. 93A

- 44.  Chak nan zak ki dekri nan Repons / Demann rekconvansyonèl yo te enjis ak / oswa twonpè. Pwopriyetè mwen an kouvri anba lwa sa a paske li pa yon otorite lòjman ni pwopriyetè-okipan yon kay ki sèlman gen ant 2 ak 3 apatman ladan l kote m ap viv la. Pledwaye sa a se yon demann pou yon of yon règleman rezònab.
  - 45.  Pwopriyetè a te aji nan fason enjis ak twonpè sa yo :
- Pwopriyetè a te chaje m fre anreta anvan kòb lwaye mwen te gen trant jou anreta.

- Pwopriyetè a te chaje m yon montan kòb lwave ke m pa t janm te dakò pou m te peye.
- Pwopriyetè a te chaje m fre konstab oswa fre jistis ilegalman.
- Kondisyon sa yo ki nan kontra kay mwen an enjis.
- Lòt : \_\_\_\_\_

Se poutèt sa, selon G.L. c. 93A, mwen gen dwa ak dòmaj enterè legal pou chak vyolasyon, oswa dòmaj reyèl (double oswa triple poutèt konpòtman pwopriyetè a te fèt esprè epi li te konnen sa l te fè a), nenpòt nan sa yo ki pi gran.

*Defans*

### **Pwosè a Ta Dwe Kontinye pou Detèminasyon Èd Lokasyon ki Disponib**

St. 2020, Ch. 257 (Seksyon 2(b)) modifye pa St. 2021, c. 20.

46.  Poutèt pwopriyetè a te deklare ke mwen dwe kòb lwave, tout evènman ki fèt nan tribinal ki gen rapò ak pwosè pwopriyetè a ta dwe repòte jiskaske yo ka fè yon detèminasyon de tout èd lokasyon ki disponib ke m te fè demann pou m resevwa oswa ke m pral fè yon demann pou m resevwa, epi selon apwobasyon ak peman kòb lwave konplè ki dwe peye a lè sa a, reklamasyon pwopriyetè a pou kòb lwave ak posesyon ta dwe anile.

#### **Lòt Defans ak Demann Rekonvansyonèl**

47.  Kòb lwave mwen an peye pa Depatman Èd Tranzisyonèl atravè peman ki fèt pa kontratan ; se poutèt sa a, mwen pa t gen okenn kontwòl sou kòb lwave ki pa t peye a.
48.  Mwen eggèse dwa mwen selon atik reparasyon ak dediksyon yo (G.L. c. 111, §127L).
49.  Pwopriyetè a te egzije m pou m te peye pou dlo a ki se yon vyolasyon de G.L. c. 186, §22.
50.  Defans / demann rekonnansyonèl ki gen rapò ak sezisman kay (G.L. c. 93A) :
- a.  Sezisman kay la pa gen efè paske yo pa t akòd ak sezisman kay, ak / oswa Note egzijans pou gade / transfere annakò ak lwa ki aplikab yo.
  - b.  Yo te trete m nan yon manyè ki enjis parapò ak modifikasyon kontra pre a ak / oswa lòt altènatif ki andeyò de sezisman kay.
  - c.  Yo te trete m nan yon fason ki enjis parpò ak avi yo te sipoze ban mwen anvan yo te sezi kay la.
  - d.  Pre mwen an abizif, enjis ak / oswa li pa t posib pou m te peye l sou baz revni mwen an.
51.  Sou enfòmasyon ak kwayans, pwopriyetè a konte konvèti apatman mwen an nan yon kondominyòm epi li pa t swiv lwa etatik oswa lokal ki aplikab yo.
52.  Gen yon echèk oswa yon delè onivo yon ajans gouvènmantal (tankou RAFT oswa fon minisipal yo) onivo anvwa oswa livrezan peman kòb lwave a epi poutèt sa a, tribinal la dwe repòte pwosè sa a pandan omwen 7 jou -- oubyen yon kantite tan ki pi long pou pèmèt ajans leta a peye l la-- epi apre sa, si pwopriyetè a ofri pou l peye lwave a ak kou tribinal yo, y ap konsidere ke kontra lokasyon an pa tèmine epi reklamasyon pwopriyetè a pou lwave a ak posesyon ta dwe anile. G.L. c. 186, §11 (lokatè anba yon kontra lokasyon) ak §12 (lokatè pa sou kontra).
53.  Mwen gen lòt defans oswa demann rekonnansyonèl ki rezime isit :
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## Degèpisman apre yon Sezisman kay

*Defans ak Demann rekonnansyonèl*

### Pou Lokatè yo apre Sezisman kay la

Pa gen yon kòz ki jis pou mete lokatè yo deyò nan kay la lè plenyan an se yon bank oswa yon lòt "pwopriyetè k ap sezi kay"

Lwa Gen. Mass. c. 186A, §2; c. 186, §14; ak c. 93A

- 54.  Mwen se yon *vre* lokatè ki gen dwa ak pwoteksyon ki enimere nan G.L. c. 186A.
- 55.  Poutèt plenyan an pa t gen yon kòz ki jis pou mete m deyò nan kay la epi pa gen okenn akò acha ak vant ki egzijan sou pwopriyete a jan sa dekri nan G.L. c. 186A, §2, pwersè sa a ta dwe anile.
- 56.  Lè plenyan an te ban mwen yon Avi pou Kite oswa te fè yon lòt aksyon, sa te fòse m pou m te kite kay la san l pa t gen yon kòz ki jis oswa san ke pa t gen yon kontra pou vann pwopriyete a, sa te vyole G.L. c. 186A, §2; c. 186, §14; ak c. 93A.
- 57.  Defans ak demann rekonnansyonèl sa a ban m dwa ak posesyon epi dòmaj anba G.L. c. 186, §14, ak / oswa c. 93A.

*Defans ak Demann Rekonvansyonèl*

### Pou Plenyan apre Sezisman kay la

**Li pa t reponn ak pwovizyon sou emisyon avi nan Lwa Gen. Massachusetts c. 186A  
lè plenyan an se yon bank oswa yon lòt "pwopriyetè k ap sezi yon kay"**

Lwa Gen. Massachusetts c. 186A, §3 ak §4; c. 186, §14; ak c. 93A

- 58.  Mwen se yon *vre* lokatè ki gen dwa ak pwoteksyon ki enimere nan G.L. c. 186A.
- 59.  Mwens ke 30 jou anvan sezisman yon kay, plenyan an pa t voye yon avi pa lapòs, li pa t livre l ban mwen ni tou li pa t glise l anban pòt la, ki bay enfòmasyon kontak plenyan an ansanm ak enfòmasyon konsèn an kiyès pou rele pou reparasyon yo epi sa a se yon vyolasyon de G.L. c. 186A, §§3 ak 4.
- 60.  Plenyan an te ban m yon Avi pou Kite mwens ke 30 jou apre li te anvwaye nan pòs la epi lè enfòmasyon kontak yo te done yo, epi sa a se yon vyolasyon de G.L. c. 186A, §§3 ak 4.
- 61.  Plenyan an pa t ban mwen yon avi alekri konsènan dwa mwen pou m gen yon pwersè nan tribinal epi sa a se yon vyolasyon de G.L. c. 186A, §§3 ak 4.
- 62.  Plenyan an pa t ban m yon avi alekri pou deklare ke m te vyole kontra mwen oswa kondisyon lokasyon mwen nan yon fason ki grav, epi sa a se yon vyolasyon de G.L. c. 186A, §4.
- 63.  Plenyan an pa t ban m 30 jou pou m rezoud deklarasyon li te fè ke m te vyole kontra mwen oswa tèm lokasyon mwen an nan yon fason ki grav, epi sa a se yon vyolasyon de G.L. c. 186A, §4.
- 64.  Plenyan an pa t mete m okouran de montan lwave mansyèl li ap mande a ni bay kiyès pou m te peye lwave sa a, epi sa a se yon vyolasyon de G.L. c. 186A, §§3 ak 4.
- 65.  Poutèt plenyan an pa t akòde l ak egzijans pou bay yon avi ki etabli nan G.L. c. 186A, §§3 ak 4, yo ta dwe anile pwersè sa a.
- 66.  Defans ak demann rekonnansyonèl sa a ban m dwa ak posesyon epi dòman selon G.L. c. 186, §14, ak / oswa G.L. c. 93A.

*Defans*

**Pou Lokatè ak Pwopriyetè Apre Sezisman Kay**

**Plenyan an pa gen jistifikasyon / pa gen okenn dwa siperyè ak posesyon**

67.  Pwosè plenyan an ta dwe anile poutèt li pa posede yon bon tit fonsye pou pwopriyete a epi poutèt sa, li pa kapab pwouve yon dwa siperyè de posesyon pwopriyete a epi sezisman kay la pa gen efè poutèt sa. *Wayne Inv. Corp. v. Abbott*, 350 Mass. 775 (1966) (defo tit yo gen dwa leve kòm yon defans nan yon pwosedi somè); G.L. c. 239, §1 (pwosedi somè a sèlman disponib pou plenyan an si sezisman kay la fèt selon lalwa a).

## **KISA M VLE TRIBINAL LA FÈ**

68.  Pou tout reklamasyon ak defans, ban mwen dwa pou m posede kay mwen.
69.  Sou tout reklamasyon ak defans, ban mwen dòmaj finansyè, kou, fre avoka (lè sa aplikab), ak lòt kalite èd nan mezi ke se jis.
70.  Sou tout reklamasyon ak defans, entèdi pwopriyetè nan mezi ke se nesesè pou l pa refize kowopere nan yon fason ki rezònab ak tout egzijans ki gen pou trètman demann èd lokasyon epi pou l pa refize aksepte èd lokasyon pou nepòt kòb lwaye ke tribinal la detèmine ke l dwe resevwa a.
71.  Pou tout reklamasyon ak defans mwen yo, mete akote ak / oswa deklare kòm san efè sezisman kay mwen an, oswa bay lòt fòm èd ki ekitab ak / oswa deklaratwa parapò ak posesyon kay mwen.
72.  Lòt : \_\_\_\_\_

### **Tribinal la Ta Dwe Kite m Rete Lakay Mwen**

Lalwa Gen. Lwa, c. 239, §8A (5yèm paragraf.)

73.  Mwen mande pou tribinal la aplike G.L. c. 239, §8A (ki konsènen degèpisman ki fèt pou non-peman ak degèpisman ki fèt san kòz) pou pèmèt mwen kontinye rete lakay mwen sou kondisyon sa yo :
- Paske lajan yo dwe m sou demann rekouvansyonèl mwen yo pi gran pase montan mwen dwe pwopriyetè a, mwen genyen pwosè degèpisman an (yo ta dwe ban mwen posesyon pwopriyete a nan aksyon sa a) ; oswa
  - Mwen gen dwa ak yon opòtinite pou m peye tribinal la nan yon delè sèt (7) jou diferans ant montan tribinal la twouve ke m dwe pwopriyetè a epi sa pwopriyetè a dwe mwen pou m ka kontinye jwi posesyon kay mwen an.

### **Tribinal la Ta Dwe Egzije Pwopriyetè a pou 1 Fè Reparasyon**

Lalwa Gen. Mass. c. 239, §8A (4th para.), ak / oswa c. 111, §127I

74.  Mwen mande pou tribinal la egzije pwopriyetè a pou 1 korije kondisyon defektye yo lakay mwen.

### **Tribinal la Ta Dwe Egzije Pwopriyetè a pou 1 Fè Aranjman ki Rezònab**

Lwa Federal sou Lòjman Jis ; Lwa sou Ameriken ki gen Andikap ; Seksyon 504  
ak / oswa Lwa Gen. Massachusetts c. 151B

75.  Mwen menm ak / oswa yon moun k ap viv lakay mwen gen yon andikap epi m mande pou tribinal la bay pwopriyetè a yon lòd pou 1 fè yon amenajman pou andikap la epi pou 1 kanpe pwosesis degèpisman an ak / oswa pran etap pou ban mwen yon amenajman pou pèmèt mwen kontinye rete lakay mwen.

## **Tribinal la ta dwe twouve ke mwen pa gen fòt.**

76.  Tribunal la ta dwe twouve ke pwopriyetè a pa t pwouve ke se mwen ki te an tò. Sa a se yon pwosè degèpisman pou yon fòt epi pwopriyetè a deklare ke mwen te fè yon bagay ki mal (ki ôt ke manke peye kòb lwaye a). Pwopriyetè a pa t pwouve ke m te fè yon bagay ki te ase serye pou jistifye yon degèpisman ; se poutèt sa, tribunal la ta dwe pèmèt mwen rete lakay mwen.

Tribinal la ta Dwe Kontinye ak Pwosè sa a Jiskaske yo ka fè yon Detèminasyon de Èd Lokasyon an

77.  Tribunal la ta dwe repòte pwosè sa a pou yon kantite tan ki nesesè pou detèmine tout kalite èd lokasyon ki disponib la epi lè yo fin apwouve epi peman kòb lwaye konplè a ta dwe fèt, reklamasyon pwopriyetè a te fè pou lwaye a ak posesyon an ta sipoze anile. St. 2020, Ch. 257 (Seksyon 2(b)) modifye pa St. 2021, c. 20.

## **Tribinal la Ta Dwe Kontinye Pwosè sa a pou Peman pa yon Ajans Gouvènman an**

78.  Tribunal la ta dwe pwolonje pwosè sa a pou omwen sèt jou (oswa pou yon kantite tan ki pi long pou ajans leta a fè dekesman an) epi, si lwaye ak depans tribunal yo fin dekese / ofri, reklamasyon pwopriyetè a te fè pou lwaye ak posesyon an ta dwe anile. G.L. c. 186, §11, 12; Gade tou St. 2000, c. 257.

### **Tribinal la Ta Dwe Akòde m Plis Tan pou m Demenaje**

Lalwa Gen. Mass. c. 239, §9 oswa Otorite Ekitab Tribunal la

79.  Si tribunal la bay pwopriyetè a posesyon, mwen bezwen tan pou m demenaje. (Tribinal la gen dwa akòde *jiska en an* pou yon kay ki gen yon granmoun oswa yon moun andikape ladan l, oswa *jiska si (6) mwa* pou nenpòt lòt lokatè.)  
 Mwen ak / oswa yon moun ki rete lakay mwen se granmoun (gen plis pase 60 an) oswa andikape.  
 Tribunal la ta dwe konsidere sityasyon mwen an tou ki se : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Demand pou yon Nouvo Pwosè ak yon Jiri

Pati I, Atik XV de Konstitisyon Mass.; USPR 8; Lalwa Gen. Mass. c. 185C, § 21 ak c. 218, §19B

- Mwen reklame dwa mwen pou m gen yon pwosè ak yon jiri. (Pwosè ki fèt ak jiri yo pa disponib nan tout tribinal.)

**Nòt pou Lokatè :** Si w kwoche bwat sa a, tounen nan premyè paj fòmilè sa a epi kwoche bwat nan antèt la ki di "Avèk Demann Pwosè ak Jiri."

Si w te kwoche nенpòt demann rekondansyonèl (bwat 33 ak 68), tounen nan premye paj fòmilè sa a epi kowche bwat nan antèt la ki di "**Demann rekondansyonèl**."

Mwen sètifye ak deklarasyon sa a ke m te [fè]  livre oswa  voye pa lapòs oswa  voye pa imèl bay pwopriyetè a yon akò konsantman ak yon demann pou l voye ban mwen pa imèl (*kwoche sa ki vre a*) yon kòpi Repons sa a bay pwopriyetè a oswa avoka li a (ki gen egzijans pou aksepte sèvis la pa imèl) nan  
*(dat)*.

**Nòt pou Lokatè yo :** Repons sa a ta dwe depoze nan tribinal **AK** yon kòpi dwe resevwa pa pwopriyetè ou, oswa pa avoka li a si l reprezante, **3 jou ouvrab anvan premye evènman ki fikse nan tribinal la**. Pati yo pral resevwa yon avi nan men tribinal la pa lapòs pou premye evènman tribinal la ki fikse a.

---

**Siyati** Lokatè (yo) (oswa Ansyen Pwopriyetè ki nan Rejis la)

---

**Siyati** Lokatè (yo) (oswa Ansyen Pwopriyetè ki nan Rejis la)

---

**Non** Alekri

---

**Non** Alekri

**Note byen :** Chak moun ki lonmen kòm yon defandè nan Plent lan **DWE** siyen Repons sa a oswa depoze yon lòt Repons pou pwoteje pwòp dwa li yo.

---

Adrès		Apatman Non.
Vil	Eta	Kòd Postal
Nimewo Telefòn		Dat
Imèl (si genyen)		

**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)

**SUMMARY PROCESS ANSWER**

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

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

**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. Bridgewaters, 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.

## **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:

- cockroaches, other insects, mice or rats
  - defective or leaky windows
  - water leak and plumbing problems
  - defective ceilings, walls, or floors
  - electrical problems
  - problems with heat and/or hot water
  - lead paint
  - defective locks or security problems
  - 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.

## **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:
- 
- 
- 

## 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 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)