

证据开示

在驱逐案件中为自己发声

获取出庭所需信息

证据开示是一种从房东处获取案件准备所需信息的方法。当您申请证据开示时，您的房东必须：

- 以书面形式回复您的问题。
- 宣誓他们所写的内容都是真实的。
- 向您提供案件准备所需的文件。

迅速进行证据开示

在您收到**传票和起诉书**后，您必须尽快申请证据开示。关于截止日期的说明，请参见下一页。

有时，房东未回复您的问题或提供您申请的文件。如果您的房东未提供您在证据开示中所申请的信息，您可以提出**强制动议**。强制动议要求法庭**责令**您的房东回复您的证据开示。本手册末尾有一份强制动议表格和说明。参见第 35 页。

如何使用证据开示

填写本手册中的表格

完全按照**手册 3 中答辩书**表格的顶部填写证据开示表格的顶部。

仔细阅读您的**答辩书**。思考您需要从房东处获得哪些信息来证明您所勾选的每一项抗辩和反诉。

查看**证据开示**表格。

- 勾选**质询**部分中有助于证明案件的问题。**您最多可以勾选 30 个问题**。已勾选部分方框，因为每个租户都需要房东在驱逐案件中回答这些问题。
- 在**文件申请**部分勾选您需要的文件。您可以申请尽可能多的文件来帮助证明案件。

如果您有需要的问题或文件没有列出，请在证据开示表格末尾的空白处写上。

随答辩书提交证据开示

当您在证据开示申请中勾选了所有需要的问题和文件后：

1. 在最后一页上填写您的姓名和地址。勾选您计划向房东或其律师递交这些表格的方式。
2. 您必须在截止日期前将证据开示表格递交给您的房东或其律师以及法庭。
 - **房屋法庭：**提交答辩书的同时也附上证据开示。您的答辩书应在“房屋专家进度讨论会”或“初级法庭事件”前 3 个工作日提交。您会从书记员办公室收到一封信，告知您“房屋专家进度讨论会”的日期。
 - **地区法庭：**最好是在提交答辩书时附上证据开示。您的答辩书应在“案件管理会议”前 3 个工作日提交。在案件管理会议上，如果您没有随答辩书一起提交证据开示申请，法庭将设定提交这些申请的截止日期。
3. 准备两份的证据开示表格副本。**不要包括这些说明。**
 - 在答辩书截止日期前，向法庭提交证据开示和答辩书表格**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。如果文件没能及时寄到，您将失去重要的权利。
 - 在答辩书截止日期前，将您的证据开示和答辩书的**副本**递交给房东的律师或房东本人。
 - ✓ 您可以面对面递交，也可以用电子邮件发送给房东的律师。律师的电子邮箱位于传票和起诉书的底部。如果您的房东没有律师，您需要一份来自房东的书面协议，说

明他们同意通过电子邮件接收您的动议。切记，因为邮寄可能太慢，**所以一定要面交或电子邮件发送这些表格。**

- 自己**保留一份副本**。妥善保管好副本，并在出庭时随身携带。

在 10 天内获得证据开示回复

您的房东必须在收到证据开示表格后的 **10 天**或更短时间内回复您的问题，并提供您所申请的文件。

如果您的房东出现以下情况，您可以向法官申请责令其回复您的证据开示问题：

- 未回复您的证据开示。
- 未向您提供申请的**所有**信息。

该手册的最后 3 页是**强制证据开示动议表格**。使用该动议向法官申请推迟听证会，直到房东回答或全面回复您的证据开示。

为出庭做好准备

当房东向您提供证据开示中所申请信息时，请仔细阅读他们的回答并查看所有文件。寻找有助于证明案件的声明或信息。例如，您的房东可能承认：

- 您提出要支付租金。
- 他们知道公寓存在恶劣条件。
- 他们没有将您的保证金存入一个专门的银行账户。

还要注意房东的说法是否自相矛盾。例如，

- 您的房东可能会说他们不知道这些恶劣条件。但他们又说自己在您的公寓里，或者他们雇人做了维修。

在审判中利用证据开示

在您的审判上：

- 如果您的房东在回复证据开示时承认了重要事实，请务必告知法庭。
- 您也可以向房东提出与证据开示中相同的问题。如果您的房东作出了不同的回答，请向法官或陪审团指出其中的差别。
- 您可以要求法官查看支持自己的文件，包括房东在回复证据开示表格时向您提供的文件。

翻译表格用户说明

填写本表格，然后将您的信息复制到 4 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: www.masslegalhelp.org/language-rights/your-right-to-an-interpretor-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

证据开示表格

(请打印或打字)

马萨诸塞联邦

初审法庭

a. _____ ss:
县

e. _____
法庭名称

f. _____
案件号简易程序

b. 重新安排的审判日期（待法庭决定） _____

c. _____
原告——房东

vs.

被告的证据开示申请(质询
和文件要求)

d. _____
被告——租户

给原告的通知

- A.** 根据紧急常规命令，法庭将通知各方审判日期。
- B.** 根据法律规定，您必须如实全面地回答下面勾选的质询（问题），否则将受到伪证罪的处罚。在您每一次回答之前，您必须重申将要回答的问题。包括您本人以及与您一起工作和为您工作的人所掌握的所有信息。您还必须应申请提供您本人或您的代理或雇员所拥有的任何文件。
- C.** 在您或您的律师收到该证据开示申请后的十（10）天内，法庭和被告必须收到您对这些问题的回复以及所申请的文件。回复应邮寄或递送至被告的公寓。
- D.** 如果您在回复后得知以下情况，您还必须补充和/或修改对证据开示的回复：
- a. 了解问题相关信息的其他个人的身份（包括您打算在审判中引入的专家证人）；和/或
 - b. 您在回复中提供的任何信息是错误的
或现在变得不再正确。

- E.** 如果根据下方勾选的文件申请而提供的任何回复文件进行了修订（划掉或删除），或基于特权要求或任何其他理由而不提供文件，请指明每份此类文件或此类文件的相应部分：
- a.** 特权要求的性质；
 - b.** 特权要求的事实和法律依据，或不出示文件的理由；
 - c.** 该文件的标题；
 - d.** 该文件的作者；
 - e.** 每个持有该文件原件或副本的人；以及
 - f.** 在不放弃所主张特权的情况下，尽可能详实地描述被扣留的材料以及其主题。

定义

- A.** 术语“您”、“原告”和“房东”包括了上述中的原告和持有房产所有权的任何和所有其他个人或实体，以及原告的代理人、雇员、亲属、律师和任何代表他们的人。
- B.** 术语“公寓”指的是租户居住的房屋或单元，包括外部和公共区域。如果租户按照原告的安排居住了一个以上的公寓，则包括租户居住的任何和所有公寓。
- C.** 术语“租户”包括上述中的被告及其代理人、家庭成员、律师和其他代表租户的人。
- D.** 术语“建筑物”指的是租户公寓所在地址的建筑物、公共区域、地面以及任何其他公寓。
- E.** 术语“文件”包括：文字、录像带、电子邮件、文本或其他电子存储和/或传输的文件、图纸、图表、照片、数字图片、录音、合同、协议、通信、备忘录、报告、说明、请求、账单、命令、通知、公文、声明、投诉、回复和其他法庭诉状、时间表、表格、支票、日记、电报、示意图、影像、剪报，以及其他任何性质的文字和记录。
草稿或不等效副本是字面意义上的单独文件。
- F.** 术语“关于”指的是提及、与之相关、支持、描述、反映、构成或以任何其他方式的提及。
- G.** 除非另有规定，这些申请的适用时间段为租户入住公寓的时间段，加上入住前一个月，如果租户已经搬走，
则再加上搬离后一个月。

质询（问题）

确保勾选的问题不超过 30 个

租约

1. ☒ 这些问题回复人的姓名、地址、电话号码、职业以及与租户公寓的关系是什么？
2. ☒ 该公寓每个业主的姓名和地址，以及他/她购买该建筑物的日期？
3. ☐ 描述租户家庭的所有成员（包括租户本人），包括姓名、年龄、性别和入住日期。
4. ☒ 描述所有的租约条款，包括但不限于：
 - a. 最初的租金；
 - b. 每个月应支付租金的日期；
 - c. 租赁协议是口头的还是书面的，以及该协议的时间段；
 - d. 各方对公寓用水、暖气、热水、用电、燃气以及任何公共区域的公共事业的支付责任，以及这些责任是否有进行书面规定；
 - e. 原始租约的任何附加条款；以及
 - f. 租赁条款的任何变更（包括但不限于租金的变更），包括所有这些变更的日期，变更的条款是否为书面形式，以及变更的条款是什么。

房东的指控

5. ☒ 说明您驱逐房客的所有理由，无论是否在起诉书中说明。如果您指控租户、其家庭成员或客人违反了租约或租赁协议的某项规定，请全面完整地描述每一项违规行为，包括但不限于：
 - a. 发生了什么事；
 - b. 所指控违规行为的发生日期；
 - c. 您得知所指控违规行为的时间和方式；
 - d. 知道或了解所指控违规行为的任何人的姓名和地址；
 - e. 每个人知道的信息内容；以及
 - f. 您在知道每项所指控的违规行为后采取了哪些措施，包括就所指控违规行为与租户进行书面或口头沟通的内容和日期以及租户对此类沟通的回应。
6. ☐ 如果有的话，请说明拖欠多少租金（包括“使用费和居住费”），包括未支付租金的具体月份和金额，以及您指控的拖欠总金额。
7. ☒ 对于了解房东起诉和/或租户抗辩/反诉中所指控事实的每个人，请说明：
 - a. 他/她的姓名、当前（或最后所知）的地址和电话号码；
 - b. 他/她与房东的关系或从属关系（雇员、承包商、亲属等）；
 - c. 此人所知道的信息内容；以及
 - d. 此人的专家培训/资格（如果有）。

8. ☒ 对于您打算在审判中引入的每个证人，请说明：
- a. 他/她的名字，当前（或最后所知）的地址和电话号码；
 - b. 他们的预期证词概述；以及
 - c. 此人的专家培训/资格（如果有）。
9. ☒ 如果有的话，请说明本诉讼所涉及的搬离通知（或终止租赁通知）的类型、送达方式、送达日期、通知接收人的姓名、以及通知送达人的姓名和地址。如果向租户送达多份通知副本，请说明每种送达方式的信息。如果搬离通知也递送给了除租户以外的任何个人或机构，请提供有关该送达的类似信息。
10. ☐ 仅适用于未付租金案件：请说明您是否按照 **Section 1(a) of St. 2020, c. 257, as amended by St. 2021, c. 20** 的要求，送达了由住房经济发展执行办公室制定的证明表副本。
11. ☐ 如果租户在收到搬离通知后曾支付或提出支付任何欠租，请描述支付或提出的情况、提出的日期以及您的回复（如果有）。
12. ☐ 如果租户曾经提出由任何第三方或机构协助支付租金，请说明租户或其任何代理人提出的机构或第三方协助、提出的内容、提出的日期以及您的回复。
13. ☐ 如果您在租赁期间要求增加租金，请全面完整地描述任何此类要求，包括但不限于：
- a. 向谁提出的要求；
 - b. 要求的金额；
 - c. 提出这种要求的依据；
 - d. 提出要求的日期和方式；
 - e. 租户的回复（如有）。

公共和补贴住房

14. ☐ 如果租户领取补贴或居住在有补贴的单元，请说明：
- a. 补贴计划的名称和管理机构；
 - b. 补贴计划下的全额合同租金；
 - c. 租户承担的租金金额；以及
 - d. 自租赁开始以来，合同租金和/或租户承担部分的任何变化，但不超过诉讼开始前的 6 年。

15. ☐ 如果您在过去 12 个月内曾要求增加合同租金，请全面完整地描述任何此类要求，包括但不限于：
- a. 向谁提出的要求；
 - b. 要求的金额；
 - c. 提出这种要求的依据；
 - d. 提出要求的日期和方式；
 - e. 该机构的回复（如果有）；以及
 - f. 租户的回复（如有）。
16. ☐ 请描述您根据租约或计划规则的要求为终止租约所采取的步骤，包括但不限于提供非正式会议和/或申诉听证会。如果租户要求举行会议和/或听证会，请说明每次会议和/或听证会的日期、出席者、每个人说的内容以及会议/听证会的结果。

公寓/建筑物的问题

17. ☐ 请全面完整地描述您如何得知租户的公寓和/或建筑物公共区域在租户租期内的各个维修需求或其他问题。（这包括声称和确认的问题，包括但不限于租户答辩书和反诉中声称的每个问题）对于每个此类问题或条件，请说明：
- a. 问题的性质；
 - b. 您首次知道该问题的日期；
 - c. 您首次知道该问题的方式，即谁（如果有）通知了您，如何通知的（口头或书面）；以及
 - d. 如果有的话，您在得知此类问题后采取了哪些措施，包括您的调查是否确认有必要进行维修。
18. ☐ 请详细描述在租户租期内，卫生局、稽查部、房屋管理机构或其他机构对公寓或建筑物进行的任何检查，包括但不限于：
- a. 检查的日期；
 - b. 进行检查的机构；
 - c. 与该机构联系进行检查的人以及联系的日期；
 - d. 您从该机构收到报告的日期；
 - e. 该报告的内容；
 - f. 与检查员或该机构其他代表进行任何沟通的日期和内容；以及
 - g. 如果有的话，您针对检查采取了哪些措施。
19. ☐ 如果房东在购买或收购公寓或建筑物之前、之时或之后，得知了公寓和/或建筑物的任何检查、评估或评价，针对 *每项此类检查、评估或评价*，请说明：
- a. 日期；
 - b. 进行检查的个人或机构的名称、地址和电话号码；
 - c. 您收到或知道该检查、评估或评价的时间；
 - d. 其中的内容，具体说明注意到了哪些问题或状况；以及
 - e. 如果有的话，您针对这类检查、评估或评价采取了哪些措施。

20. ☐ 如果房东已经对租户的公寓和/或建筑物的公共区域和系统进行了或尝试进行检查和/或维修（包括灭虫），针对每一次检查和/或维修（或尝试），包括灭虫，请说明：
 - a. 每次检查和/或维修的描述；
 - b. 您告知租户检查和/或维修计划的方式和时间（包括是否向租户发出了书面通知）；
 - c. 每次检查和/或维修的日期；
 - d. 每次检查和/或维修的公司/个人的名称、地址和电话号码；以及
 - e. 每次维修的费用（如适用）。
 - f. 对于维修，您首次得知需维修恶劣条件的时间和方式。
21. ☐ 如果您曾经了解到或尝试了解租户的公寓和/或建筑物中是否有含铅涂料，请提供：
 - a. 全面完整地描述您对该公寓和/或建筑物中存在（或不存在）含铅涂料的调查和/或认知/信息，包括但不限于：
 - i. 任何检查、调查或认知/信息的内容；
 - ii. 任何知情者/公司的名称、地址和电话号码；
 - iii. 您进行此类调查或以其他方式获得此类认知/信息的日期；
 - b. 全面完整地描述您对公寓和/或建筑物中存在含铅涂料所采取的任何措施（即任何和所有未在上文指出的检查和/或任何含铅涂料危害去除），包括但不限于：
 - i. 已采取的所有行动的内容；
 - ii. 行动日期；
 - iii. 进行工作的人（除铅者的姓名、地址、公司、电话号码和许可证号码）；
 - iv. 详细描述在除铅过程中对租户作出的任何搬迁安排（包括租户的搬迁地点，租户的搬迁方式，以及
与该搬迁有关的任何费用的支付）。
22. ☐ 如果您指控租户对公寓和/或建筑物造成了任何损坏，请全面完整地描述这种损坏，包括但不限于：
 - a. 这种损坏的内容；
 - b. 您认为是租户造成损坏的理由；
 - c. 如果有对此类损坏进行维修，维修的日期以及
维修的费用；
 - d. 对所指控的租户造成损坏有所了解的任何个人的姓名、地址和电话号码。
23. ☐ 如果您指控租户阻止或妨碍您检查公寓和/或进行维修，针对每次检查或维修尝试，请描述以下内容：
 - a. 尝试的日期；
 - b. 您告知租户检查和/或维修计划的方式和时间；
 - c. 租户采取了哪些言行举动来阻止或妨碍检查或维修；
 - d. 当时在场且知道租户阻碍检查或维修的任何个人的姓名和地址；以及
 - e. 因租户的作为或不作为而造成的任何经济或其他损失。
24. ☐ 如果您或代表您的任何个人在租期内
（或在租期前为出租给租户/准备公寓）进入过租户的公寓，请说明具体有哪些人，以及
他/她在公寓内的原因和时间。

25. ☐ 请全面完整地描述租期内公寓和/或建筑物的维护和管理情况，包括但不限于管理公司的名称、每位负责人的身份（姓名和地址）、每位负责人的职责描述、他/她管理和/或维护建筑物的时间，以及他/她的工作培训/经验/资格证书。

保证金和最后一个月租金

26. ☐ 如果您曾经从租户那里或代表租户收到过保证金和/或最后一个月租金，或知道租户向前业主支付过此类款项，请说明：
- a. 每笔付款的金额，以及它是保证金还是最后一个月租金；
 - b. 收到每笔付款的日期；
 - c. 您是否向租户提供收据，收据上有哪些信息；
 - d. 您是否要求租户签署一份关于公寓状况的声明；
 - e. 保证金和/或最后一个月租金的金额、账户名称和号码、存放保证金和/或最后一个月租金的任何银行名称和地址、资金持有人的社会保险号或税务识别号、以及最初存入银行和任何转账的日期；
 - f. 保证金是否一直保存在一个独立的托管账户中，不受债权人的影响，以及您的回复所依据的事实；
 - g. 您是否向租户支付了保证金和/或最后一个月租金的利息，或将利息记入租户的账户，如果是，支付的时间和金额是多少；以及
 - h. 全面完整地描述您向租户提供的关于保证金和/或给前业主付款的任何通知，包括该通知的日期。

公共事业

27. ☐ 如果现在或过去有书面协议要求租户支付水费、暖气、热水和/或电费，请描述协议的实质内容、协议日期以及支付任何此类公共事业费用义务的生效日期（针对每项公共事业具体说明）。
28. ☐ 如果租户的任何公共事业（水、燃气或电）曾经遭到关闭、中断或威胁要关闭/中断（执行人为您本人、公共事业公司或其他任何人），请说明哪项公共事业及具体时间，遭到关闭或接到关闭通知/威胁的原因，以及该公共事业何时恢复使用。
29. ☐ 请描述房东现在或曾经拥有的，用于建筑物公共区域内公共事业（包括用水和污水处理）的任何账户，包括此类账户的建立日期、公共事业公司的名称、每个账户的账号，以及每个账户所涵盖的建筑物区域描述。
30. ☐ 如果租户现在或曾经负责支付公寓外的任何用水、用电或其他公共设施费用，包括但不限于走廊、地下室和/或建筑物外部，请说明租户的责任，双方之间是否有反映这种安排的书面协议，以及这种安排首次生效的日期。

关于房东的事实

31. ☐ 请列出您在租户租住公寓期间的任何时候拥有或曾经拥有的所有房产，包括本案所涉房产（包括与您有关联的信托或商业实体所拥有的任何房产），以及针对每个房产，请：
- a. 写明地址；
 - b. 说明每个房产的公寓数量；以及
 - c. 说明购买日期和所有权日期。
32. ☐ 如果您是信托机构，请详细描述该信托机构，包括但不限于：
- a. 信托的名称和类型；
 - b. 受托人的姓名，以及任何相关变化（包括所有适用日期）；
 - c. 信托受益人的姓名，以及任何相关变化（包括所有适用日期）。

残疾相关

33. ☐ 请详细描述您在质询回复截止日期（包括当天）前，对租户或家庭成员有任何形式的精神和/或身体残疾的认知、概念和/或信息，包括但不限于这种认知、信息和/或概念的内容和事实依据（包括报告、观察以及与他人沟通等）。
34. ☐ 请详细描述租户或家庭成员或其代表因残疾而提出的任何便利申请或以其他方式考虑的便利申请（例如，改变规则或政策，对公寓进行物理改造，不进行驱逐，或其他特殊待遇），包括但不限于：
- a. 租户或其他人向您申请提供便利或以其他方式考虑提供便利的时间和方式（与租户的答辩书有关或通过其他方式）；
 - b. 她/他要求您因她/他的残疾而采取或不采取哪些措施，或您以其他方式考虑；以及
 - c. 您的回复（和/或结论）。
35. ☐ 关于租户（或家庭成员）或其代表提出的任何与残疾有关的便利申请，请详细描述此类申请的日期和内容以及您回复的日期和内容。
36. ☐ 如果您坚持所申请的便利或允许租户和/或家庭成员继续入住公寓的任何其他便利是不合理和/或将构成不适当的财务或管理负担，请详细说明如此判断的原因。

关怀法案

37. ☐ 如果您因为自己公寓所在的建筑物或住宅区中的任何公寓而收到任何政府援助（包括但不限于低息贷款、租金或抵押贷款补贴、HOME 和/或税收抵免），请说明政府援助计划的名称以及上述计划所涵盖的地址。
38. ☐ 请说明（a）目前和（b）2020 年 3 月 27 日以来的任何时候，该建筑物内是否有任何租户持有基于租户的第 8 部分凭证。
39. ☐ 如果该建筑物有抵押贷款，请说明是否为联邦支持的抵押贷款，以及您是否获得了抵押贷款延期，如果是，延期了多长时间。

其他

40. ☐ 如果您知道或相信租户参加了租户会议或租户组织，或者您同租户往来的任何信件或通讯表明租户是租户组织的成员，或者提出或威胁要对您提起诉讼或索赔，请描述此类行为，并说明您得知此事的时间和方式。
41. ☐ 如果租户或任何机构或个人曾要求您接受补贴或其他租房财政援助（例如第 8 部分），或要求您为房屋管理机构或其他机构填写任何援助相关表格，请详细描述这种要求，包括但不限于：
- a. 要求您做什么；
 - b. 具体时间；
 - c. 提出要求的方式（以口头或书面形式）；
 - d. 您的回复（包括任何拒绝接受帮助的事实依据）。
42. ☐ 针对您与租户就驱逐原因或您的指控和/或租户的抗辩或反诉进行的每一次谈话，请说明时间、出席者和谈话内容。
43. ☐ 如果有的话，请说明您对该公寓在租户居住的每一年的公平市场月租价格的想法（即在良好条件下您可以租多少钱），并详细描述您持如此看法的依据。
44. ☐ 如果该建筑物或租户的公寓已经转为共管或合作形式的所有权，或者有进行如此改造的意向，请说明：
- a. 改造已发生的时间或将发生的时间；以及
 - b. 房东或任何其他个人或实体就租户在适用共管公寓改造驱逐法下可能拥有的任何权利向租户提供的信息或通知的内容和日期（如有）。
45. ☐ _____

46. ☐ _____

文件申请 勾选所有适用项

租约和终止

1. ☐ 与公寓租赁和/或租约相关的任何文件，包括但不限于租房申请、信用调查、推荐信、房东与租户之间的租约或其他书面协议，以及租约附录、变更或续约。
2. ☐ 与租户家庭组成相关的所有文件（即该公寓全部现有居住人或曾经居住人的身份）。
3. ☒ 房东和租户之间的所有信件和其他书面交流。
4. ☐ 房东保存的关于租户或租户代表所支付租金/使用费和居住费的所有书面记录。
5. ☐ 房东保存的关于租户或租户代表所支付其他费用（除租金/使用费和居住费外）的所有书面记录。
6. ☐ 从任何前任所有人（在您之前拥有该建筑物的个人或企业）处收到的与该建筑物相关的所有文件，包括但不限于涉及以下内容的文件：
 - a. 建筑物的状况；
 - b. 建筑物的租约；
 - c. 权利/义务的转让；以及
 - d. 租户公寓的保证金和/或最后一个月的租金。
7. ☐ 与房东针对该公寓/建筑物的购买、再融资、抵押、销售、营销和/或保险相关的所有文件，包括但不限于检查报告和其他评估/评价、购买和销售协议（以及其他关于购买/销售条款的文件）、经纪人协议或其他营销协议等。
8. ☐ 房东向租户或向为租户提供补贴的机构送达的所有搬离通知，以及每份通知的送达回执。
9. ☐ 在本案件中，与搬离通知一起送达的所有文件的副本，包括但不限于根据 **Section 1(a) of St. 2020, c. 257, as amended by St. 2021, c. 20** 送达的任何文件。
10. ☐ 在本诉讼中提交的传票和起诉书的副本、任何送达回执以及向法庭提交的宣誓书。
11. ☐ 来自任何渠道的，关于投诉租户和/或租户家庭成员或客人的所有文件。
12. ☐ 与慈善机构或第三方代表租户付款相关的所有文件，包括但不限于燃料/取暖费、租金和/或其他援助。

13. ☐ 与过渡性援助部门（DTA）相关的所有文件，包括但不限于：
- a. 租金欠款的支付；
 - b. 租户通过 DTA 支付的“供应商”租金；或
 - c. 关于租户的其他援助（例如，申请、协议、发票、支票或其他文件）。
14. ☐ 与您驱逐租户的任何理由相关的所有文件。
15. ☐ 与房东的指控和/或租户的抗辩或反诉相关的所有文件（您在这些文件申请的回复中没有涉及的内容）。
16. ☐ 您计划在审判中出示的所有文件。

公共和补贴住房/政府援助

17. ☐ 与建筑物所拥有或租约所涉及任何租金补贴的确切类型或性质相关的所有书面文件。
18. ☐ 针对租户租金或租约，要求您接受补贴、租金欠款或其他财政援助的所有相关文件，以及您的回复（如有）。
19. ☐ 与确定租户租金、确定合同租金和/或重新认证租户家庭相关的所有文件。
20. ☐ 业主或经理为租户保存的任何租户档案中的所有文件。
21. ☐ 与您提出的任何增加合同租金要求相关的所有文件，以及租户和/或管理租户补贴的机构对该要求的回复。
22. ☐ 与租期内任何非正式会议和/或申诉听证会相关的所有文件。
23. ☐ 房东与任何房屋管理机构、DHCD、MassHousing、HUD 以及其他任何租户或公寓相关机构之间的所有信件和其他书面交流文件。
24. ☐ 所有相关文件，涉及您（或您的前任所有者）接受任何形式的政府援助后需遵守的公寓和/或建筑物条款或使用限制，援助包括但不限于低息贷款、补贴、税收抵免、去铅和/或改造援助等。

公寓/建筑物问题

25. ☐ 通知租户公寓或建筑物进行检查和/或维修的所有文件。
26. ☐ 在租期内的任何时候，或在租户入住前两周内，关于租户公寓或建筑物的所有照片、录像和/或数字图像。
27. ☐ 与租户公寓和/或建筑物所作调查或存在含铅涂料相关的所有文件，包括但不限于给建筑物内任何租户的通知、任何机构关于含铅涂料的通知，以及与含铅涂料检查、含铅涂料消除和/或控制核查和租户搬迁相关的文件。

28. ☐ 与租户公寓和/或建筑物公共区域或系统状况相关的所有文件，包括投诉、检查报告和租户或任何其他个人或机构的维修申请。
29. ☐ 与公寓和/或建筑物公共区域或系统的维修相关的所有文件，包括但不限于发票、估算单、账单、工作单、收据和付款记录。
30. ☐ 与房东对公寓的公平市场月租价格看法相关的所有依据文件。

其他

31. ☐ 与租户保证金和/或最后一个月租金相关的所有文件，包括但不限于收据、银行记录或明细、反映保证金是否受到债权人保护的文件、向租户发出的保证金/付款相关通知、条款说明、以及与向租户支付利息和/或记入利息相关的文件。
32. ☐ 与租户居住期间公寓内公共事业费的当前承担人或过去承担人相关的所有文件，费用包括用水、污水处理、供暖、热水、用电和/或其他公共事业。
33. ☐ 与威胁或实际终止和/或重新连接公寓和/或建筑物内公共事业（包括用水和污水处理、用电和/或燃气）相关的任何文件。
34. ☐ 与房东当前或曾经拥有的建筑物公共区域内公共事业账户（包括用水和污水处理）相关的任何文件。
35. ☐ 与租户在入住期间负责支付公寓外任何用水、用电或其他公用设施费用相关的任何文件，包括但不限于走廊、地下室和/或建筑物外部。
36. ☐ 任何相关文件，涉及租户或家庭成员的残疾和/或租户或其代表向您提出的便利申请（即规则或政策的变更、公寓和/或公共区域的物理变化等）、您对此类申请的回复，以及您以其他方式向租户或家庭成员提供的任何合理便利。
37. ☐ 所有相关文件，证明或说明租户或家庭成员或其代表提出的任何便利申请是否会对房东构成不适当的财务或管理负担。
38. ☐ 所有相关文件，证明或说明租户或家庭成员或其代表提出的任何便利申请是否不合理。
39. ☐ 与房东针对残疾人的任何政策相关的所有文件，包括任何合理的便利计划或政策、所有附件和/或附录，以及与此类政策有关的任何表格或资料。
40. ☐ 与您的语言服务政策（面向英语能力有限的租户）相关的任何文件。
41. ☐ 与租户或家庭成员在公寓内遭受家庭暴力事件相关的任何文件，包括但不限于警方报告、限制令、出于安全原因要求换锁和/或提前终止租赁协议。
42. ☐ 与租户指控性骚扰相关的任何文件。
43. ☐ 与租户或家庭成员入住公寓期间的行为相关的所有文件，前提是您认为这些行为违反租约，而且之前没有在回复其他问题时提供。
44. ☐ 与公寓或建筑物的实际或拟议共管或合作改造相关的任何文件。

45. ☐ 与公寓/建筑物的火灾、财产和/或责任保险相关的任何文件，包括但不限于保单、活页、合同、协议、凭证、支票、通知、信函以及向保险公司发出的有关公寓和/或建筑物的索赔通知。
46. ☐ 与公寓和/或建筑物管理相关的任何文件（包括适用于租户入住期间的管理合同以及任何其他涉及租约的管理文件）。
47. ☐ 与公寓和/或建筑物的维护相关的任何文件。
48. ☐ 与公寓和/或建筑物和/或房东和租户的诉讼或索赔相关的任何文件。
49. ☐ 与建筑物抵押贷款的类型和状态相关的所有文件，包括但不限于是否为联邦支持的抵押贷款以及在 2020 年获得的任何抵押贷款延期。
50. ☐ _____

51. ☐ _____

特此证明，我已于_____（日期）向我的房东[他同意通过电子邮件送达]或其律师（他必须接受电子邮件送达）☐递交或☐邮寄或☐电子邮件发送（勾选适用项）该证据开示申请的副本。

租户签名

租户的姓名（正楷）

地址

城市 州 邮政编码

电话号码

电子邮箱（如有）

租户签名

租户的姓名（正楷）

地址

城市 州 邮政编码

电话号码

电子邮箱（如有）

DISCOVERY FORM

(Please print or type)

COMMONWEALTH OF MASSACHUSETTS TRIAL COURT

a. _____, ss:
County

e. _____
Name of Court

f. _____
Docket No. Summary Process

b. Rescheduled Trial Date (To be determine by court) _____

c. _____
Plaintiff(s) – Landlord(s)

vs.

d. _____
Defendant(s) – Tenants(s)

DEFENDANT'S REQUEST FOR DISCOVERY (INTERROGATORIES AND DOCUMENT REQUESTS)

Notice to Plaintiff

- A.** Under the emergency standing orders, the Court will notify the parties of the trial date.
- B.** You are required by law to answer the interrogatories (questions) checked off below truthfully and fully, under the pains and penalties of perjury. Before each of your answers, you must re-state the interrogatory to which you are responding. Include all information that is available to you and to those who work with and for you. You must also provide any and all requested documents in your possession or that of your agents or employees.
- C.** No later than ten (10) days after you or your attorney receives this Request for Discovery, the court and the defendant must receive your responses to these questions and documents requested. Answers should be mailed or delivered to the defendant's apartment.
- D.** You are also required to supplement and/or amend your responses to this Discovery if after you have responded you learn:
- d.** the identity of other persons with information about the questions asked (including expert witnesses you intend to have testify at trial); and/or
 - e.** that any of the information you gave in the responses was incorrect when made or is no longer correct.

- E.** If any documents that are responsive to the requests for production of documents checked off below are redacted (crossed out or deleted) or are not produced based on a claim of privilege or on any other grounds, please identify as to each such document or part of such document:
- a.** The nature of the privilege claimed;
 - b.** The factual and legal basis of the claim of privilege or ground for not producing the document;
 - c.** The title of the document;
 - d.** The author of the document;
 - e.** Each person to whom an original or copy of the document was provided; and
 - f.** The subject matter and a description of the material withheld, to the fullest extent possible short of waiving the claimed privilege.

DEFINITIONS

- A.** The terms “you,” “plaintiff,” and “landlord” include the plaintiff named above and any and all other persons or entities with any ownership in the premises, as well as plaintiff’s agents, employees, relatives, attorneys, and anyone acting on their behalf.
- B.** The term “apartment” refers to the house or unit that the tenant occupies, including the exterior and common areas. If the tenant has occupied more than one apartment under an arrangement with the plaintiff, this covers any and all apartments occupied by the tenant.
- C.** The term “tenant” includes the defendant(s) named above and his or her agents, household member(s), attorney(s), and anyone else acting on the tenant’s behalf.
- D.** The term “building” refers to the building, common areas, grounds, and any other apartments at the address where the tenant’s apartment is located.
- E.** The term “document” includes: writings, videotapes, electronic mail, texts or other documents electronically stored and/or transmitted, drawings, graphs, charts, photographs, digital images, recordings, contracts, agreements, correspondence, memoranda, reports, notes, requests, bills, orders, notices, writs, declarations, complaints, answers and other court pleadings, schedules, tabulations, checks, diary entries, telegrams, diagrams, films, newspaper clippings, and other writings and recordings of whatever nature. A draft or non-identical copy is a separate document within the meaning of this term.
- F.** The term “concerning” means referring to, relating to, supporting, describing, reflecting, constituting, or in any other way referencing.
- G.** Unless otherwise specified, the applicable time period for these requests is the period of the tenant’s occupancy of the apartment(s), plus one month before such occupancy and one month afterward if the tenant has vacated.

INTERROGATORIES (Questions)

Be sure to check no more than 30 questions

Tenancy

1. ☒ What is the name, address, telephone number, occupation, and relationship to the tenant's apartment of the person answering these questions?
2. ☒ What is the name and address of each owner of the apartment, and the date s/he bought the building?
3. ☐ Please describe all members of the tenant's household (including the tenant) by name, age, gender, and date of move-in.
4. ☒ Please describe all the terms of the tenancy, including, but not limited to:
 - a. The original rent;
 - b. The day of each month on which rent is due;
 - c. Whether the rental agreement was oral or in writing, and the time period of such an agreement;
 - d. The responsibility of each of the parties for payment of water, heat, hot water, electricity, cooking fuel for the apartment, and for any common area utilities and whether these responsibilities are in writing;
 - e. Any additional terms of the original tenancy; and
 - f. Any changes in the terms of the tenancy (including, but not limited to, changes in rent), including the date(s) of all such changes, whether the changed terms were in writing, and what the changed terms were.

Landlord's Claims

5. ☒ State each and every one of your reasons for evicting the tenant, whether or not stated in the complaint. If you claim the tenant, household member, or guest has violated a provision of the lease or rental agreement, please describe each such violation in full and complete detail, including, but not limited to:
 - a. What happened;
 - b. The date(s) of each such alleged violation;
 - c. When and how you learned of the alleged violation;
 - d. The names and addresses of anyone with knowledge of or information about such alleged violation;
 - e. The substance of the information known to each person; and
 - f. What if anything you did after becoming aware of each alleged violation, including the substance and date(s) of any written or oral communication to the tenant regarding such alleged violation and the tenant's response(s) to such communication(s).
6. ☐ Please state how much rent (including "use and occupancy"), if any, is owed, including the specific months and amounts in which such rent was not paid, and the total amount that you claim is owed.

7. ☒ For each person with knowledge of the facts alleged in the landlord's complaint and/or the tenant's answer/counterclaims, please state:
- His/her name, current (or last known) address and telephone number;
 - His/her relationship or affiliation with the landlord (employee, contractor, relative, etc.);
 - The substance of the information known to such person; and
 - The expert training/qualifications of such person, if any.
8. ☒ For each person you intend to call as a witness at trial, please state:
- His/her name, current (or last known) address, and current (or last known) telephone number;
 - An overview of their anticipated testimony; and
 - The expert training/qualifications of such person, if any.
9. ☒ State the type of Notice to Quit (or notice of termination of tenancy), if any, relied on in this action, the method of service, the date of service, the name of the person who received the notice, and the name and address of the person who served the notice. If more than one copy of the notice was served on the tenant, please specify the information for each form of service. If the Notice to Quit was also served on any person or agency other than the tenant, please provide similar information regarding such service.
10. ☐ For non-payment cases only: Please state whether you served a copy of the Attestation form developed by the Executive Office of Housing Economic Development as required under **Section 1(a) of St. 2020, c. 257, as amended by St. 2021, c. 20**.
11. ☐ If the tenant has ever paid or offered to pay any rent owed after receiving the Notice to Quit, please describe the payment or offer, the date of the offer, and your response, if any.
12. ☐ If the tenant has ever offered assistance from any third party or agency to pay the rent, please identify the agency or third party assistance offered by the tenant or anyone on his/her behalf, the substance of the offer, the date on which it was made, and your response.
13. ☐ If you have requested an increase to the rent during the course of the tenancy, please describe any such request in full and complete detail, including, but not limited to:
- To whom the request was made;
 - The amount requested;
 - The basis for such request;
 - The date and manner of the request;
 - The tenant's response, if any.

Public and Subsidized Housing

14. ☐ If the tenant receives a subsidy or lives in a subsidized unit, please state:
- The name of the subsidy program and the administering agency;
 - The full contract rent under the subsidy program;
 - The tenant's portion of the rent; and
 - Any changes to the contract rent and/or the tenant's portion since the tenancy started, but not exceeding six years from when the action was commenced.

15. ☐ If you have requested an increase to the contract rent during the past twelve months, please describe any such request in full and complete detail, including, but not limited to:
- a. To whom the request was made;
 - b. The amount requested;
 - c. The basis for such request;
 - d. The date and manner of the request;
 - e. The agency's response, if any; and
 - f. The tenant's response, if any.
16. ☐ Please describe the steps you took to terminate the tenancy as required by the lease or program rules, including, but not limited to, an offer of an informal conference and/or grievance hearing. If the tenant requested a conference and/or hearing, for each such conference and/or hearing, state the date, who was present, what each person said, and the results of the conference/hearing.

Problems with the Apartment/Building

17. ☐ Please describe in full and complete detail how you came to know of each and every need for repair or other problem in the tenant's apartment and/or common areas of the building at any point during the tenant's tenancy. (This includes both alleged and confirmed problems, including, but not limited to, each of the problems alleged in the tenant's answer and counterclaims.) For each such problem or condition, please state:
- a. The nature of the problem;
 - b. The date you first became aware of such problem;
 - c. How you first became aware of such problem—that is, who, if anyone, informed you and how (orally or in writing); and
 - d. What steps, if any, you took in response to being notified of such problem, including whether your investigation confirmed that there was a need for repair.
18. ☐ Please describe in detail any inspections of the apartment or building conducted by the Board of Health, Inspectional Services Department, Housing Authority or other agency, during the term of the tenant's tenancy, including, but not limited to:
- a. The date of the inspection;
 - b. The identity of the agency conducting the inspection;
 - c. The identity of the person who contacted the agency to perform the inspection and the date of the contact;
 - d. The date you received a report from the agency;
 - e. The substance of the report;
 - f. The date and substance of any communications with the inspector or other representatives of the agency; and
 - g. What, if anything, you did in response to the inspection.

19. ☐ If the landlord before, at the time of, or immediately following the purchase or acquisition of the apartment or building, obtained any inspections, assessments or evaluations of the apartment and/or building, for *each such inspection, assessment or evaluation* state:
- The date;
 - The name, address, and telephone number of the person or agency who/that performed it;
 - When you received or became aware of the inspection, assessment or evaluation;
 - The contents thereof, stating specifically what problems or conditions were noted; and
 - What, if anything, you did in response to such inspection, assessment, or evaluation.
20. ☐ If the landlord has made or attempted to make inspections and/or repairs (including exterminations) to the tenant's apartment and/or common areas and systems of the building, for each such inspection and/or repair (or attempt), including extermination, please state:
- A description of each inspection and/or repair;
 - How and when you let the tenant know of your plan to inspect and/or to repair (including whether there was written notice to the tenant);
 - The date of each inspection and/or repair;
 - The name, address, and telephone number of the company/person who made each inspection and/or repair; and
 - The cost of each repair, if applicable.
 - For repairs, how and when you first knew of the condition that needed to be repaired.
21. ☐ If you have ever learned of or tried to discover whether there is lead paint in the tenant's apartment and/or building, please provide:
- A full and complete description of your investigation and/or knowledge/information regarding the presence (or absence) of lead paint in the apartment and/or building, including, but not limited to:
 - The substance of any inspections, investigation or knowledge/information;
 - The name, address, and telephone number of any person/company with information;
 - The date(s) that you conducted such investigation or otherwise acquired such knowledge/information;
 - A full and complete description of any steps you have taken regarding the presence of lead paint in the apartment and/or building (i.e., any and all inspections not identified above and/or abatement of any lead paint hazard), including, but not limited to:
 - The substance of all action taken or work performed;
 - The date(s) thereof;
 - Who did what work (name, address, company, telephone number, and license number of the deleader);
 - The details of any arrangements for relocation of the tenant during the abatement process (including where the tenant was relocated, how the tenant was relocated, and the payment of any costs associated with such relocation).

22. ☐ If you claim that the tenant caused any damage to the apartment and/or building, please describe such damage in full and complete detail, including, but not limited to:
- a. The substance of such damage;
 - b. Why you believe the tenant caused the damage;
 - c. What if any repairs were made to such damage, the date(s) of such repairs, and the costs of such repairs;
 - d. The name(s), address(es), and telephone number(s) of anyone with knowledge of such damage allegedly caused by the tenant.
23. ☐ If you claim the tenant prevented or hindered you from inspecting the apartment and/or making repairs, for each attempt to inspect or make repairs, please describe:
- a. The date of the attempt;
 - b. How and when you let the tenant know of your plan to inspect and/or to repair;
 - c. What the tenant did or said to prevent or hinder the inspection or repair;
 - d. The names and addresses of anyone present at the time who has information about the tenant's interference with the inspection or repair; and
 - e. Any financial or other loss suffered as a result of the tenant's actions or inactions.
24. ☐ If you or anyone on your behalf has been inside the tenant's apartment during the tenancy (or before the tenancy for the purpose of renting to/preparing the apartment for the tenant), please state who was inside the apartment, when, and why s/he was there.
25. ☐ Please describe in full and complete detail the maintenance and management of the apartment and/or building during the tenancy, including, but not limited to, the name of the management company, the identity (by name and address) of each responsible person, a description of each such person's duties, for how long s/he has managed and/or maintained the building, and his or her job training/experience/qualifications.

Security Deposit and Last Month's Rent

26. ☐ If you ever received payment(s) for a security deposit and/or last month's rent from or on behalf of the tenant, or know that the tenant made such payment(s) to a former owner, please state:
- a. The amount of each payment and whether it was a security deposit or last month's rent;
 - b. The date each payment was received;
 - c. Whether you gave the tenant a receipt and what information was on the receipt;
 - d. Whether you asked the tenant to sign a statement about the condition of the apartment;
 - e. The amount, account title and number(s), the name(s) and address(es) of any bank(s) in which the security deposit and/or last month's rent has been kept, in whose social security or tax identification number the funds are held, and the date(s) of the initial deposit in a bank and of any transfer;
 - f. Whether the security deposit has at all times been kept in a separate escrow account protected from creditors, and the facts on which you base your response;
 - g. Whether you have paid the tenant interest on the security deposit and/or last month's rent or credited the interest to the tenant's account and, if so, when and how much; and
 - h. A full and complete description of any notice(s) you provided to the tenant about the deposit(s) and/or payment(s) made to a former owner, including the date(s) of such notice(s).

Utilities

27. ☐ If there is or was a written agreement requiring the tenant to pay for water, heat, hot water and/or electricity, please describe the substance of the agreement, the date of the agreement, and the date the obligation to pay for any such utility took effect (specifying each utility).
28. ☐ If any of the tenant's utilities (water, gas or electricity) have ever been shut off, discontinued or threatened to be shut off/discontinued (by you, a utility company, or anyone else), state which utility and when, the reason for the shutoff or notice/threat of shutoff, and when the utility was turned back on.
29. ☐ Please describe any accounts that the landlord has or has had for common area utility usage (including water and sewer) in the building, including the date such account was established, the name of the utility company, the account number for each such account, and a description of the areas in the building covered by each such account.
30. ☐ If the tenant is or was at any time responsible for paying for any water, electricity or other utility outside the apartment, including, but not limited to, hallways, basement, and/or the exterior of the building, please describe what the tenant is responsible for, whether there is a written agreement between the parties reflecting this arrangement, and the date such arrangement first took effect.

Facts About the Landlord

31. ☐ Please list all property, including the property involved in this case, that you own or have owned at any point during the tenant's tenancy in the apartment (including any property owned by trust or business entities with which you are associated) and *for each such property*:
- a. Identify the address;
 - b. State the number of apartments in each such property; and
 - c. State the purchase date and dates of ownership.
32. ☐ If you are a trust, please describe the trust in detail, including, but not limited to:
- a. The name and type of the trust;
 - b. The names of the trustees, and any changes thereto (including all applicable dates);
 - c. The names of the beneficiaries of the trust, and any changes thereto (including all applicable dates).

Disability

33. ☐ Please describe in full detail your knowledge, belief, and/or information, at any time through and including the date of your interrogatory responses, that the Tenant or a household member has a mental and/or physical disability of any kind, including but not limited to the substance of, and the factual basis for, such knowledge, information and/or belief (including, for example, reports, observations, and communication with others).

34. ☐ Please describe in detail any requests made by or on behalf of the tenant or household member for an accommodation or accommodation otherwise considered (e.g., a change in rules or policy, a physical change to the apartment, not proceeding with an eviction, or other special treatment) due to her/his disability, including, but not limited to:
- a. When and how the tenant or other person asked you for an accommodation or an accommodation was otherwise considered (in relation to the Tenant's Answer or by other means);
 - b. What s/he requested that you do or not do on account of her/his disability or that you otherwise considered; and
 - c. Your response (and/or conclusion).
35. ☐ With respect to any disability-related request(s) for accommodation made by or on behalf of the Tenant (or household member), please describe in full factual detail the date and substance of such request(s) and the date and substance of your response(s).
36. ☐ If you assert that the requested accommodation or any other accommodation that would permit the Tenant and/or household member to continue occupying the Apartment would be unreasonable and/or would constitute an undue financial or administrative burden, please describe the reasons for such assertion(s) in full, factual detail.

CARES Act

37. ☐ If you receive any government assistance (including but not limited to low-interest loans, rental or mortgage subsidies, HOME, and/or tax credits) for any of the apartments in the building or development where the apartment is located, please state the name of the government assistance program and the addresses covered by said program.
38. ☐ Please state whether there is any tenant in the building with a tenant-based Section 8 voucher (a) at the present time and (b) at any time since March 27, 2020.
39. ☐ If the building is subject to a mortgage, please state whether it is a federally-backed mortgage and whether you have obtained forbearance on your mortgage, and if so, for what time period.

Other

40. ☐ If you knew or believed that the tenant went to a tenants' meeting or participated in a tenants' organization, or if you received any correspondence or communication from the tenant identifying herself/himself as part of a tenant organization, or filed or threatened to file a lawsuit or claim against you, describe such actions and state when and how you became aware of this.
41. ☐ If the tenant or any agency or person asked you to accept a subsidy or other financial assistance for the tenancy (for example, Section 8) or to fill out any forms related to such assistance for a housing authority or other agency, please describe such request in detail, including, but not limited to:
- a. What you were asked to do;
 - b. When;
 - c. How (orally or in writing) the request was made;
 - d. Your response (including the factual basis for any refusal to accept assistance).

42. ☐ For each conversation you have had with the tenant about the reason(s) for eviction or that concerns your claims and/or the tenant's defenses or counterclaims in this action, please state when, who was present, and what was said.
43. ☐ Please state your opinion, if any, of the fair market monthly *rental* value of the apartment (i.e., for how much you could rent the apartment in good condition) for each year of the tenant's occupancy, and describe in detail the basis for your opinion.
44. ☐ If the building or the tenant's apartment has been converted to the condominium or cooperative form of ownership, or if there is an intent to do so, please state:
- a. When the conversion took place or will take place; and
 - b. The substance and date(s) of information or notices, if any, provided the tenant by the landlord or any other person or entity regarding any rights the tenant may have under applicable condominium conversion eviction laws.
45. ☐ _____

46. ☐ _____

DOCUMENT REQUESTS

Check as many boxes as apply

Tenancy and Termination

1. ☐ Any documents related to the rental of the apartment and/or to the tenancy, including, but not limited to, rental applications, credit checks, references, lease(s) or other written agreement(s) between the landlord and the tenant, and lease addenda, changes, or renewals.
2. ☐ All documents related to the composition of the tenant's household (i.e., the identity of all people who occupy or who have lived at any time in the apartment).
3. ☒ All letters and other written communications between the landlord and the tenant.
4. ☐ All written records kept by the landlord concerning payments for rent/use and occupancy made by or on behalf of the tenant.
5. ☐ All written records kept by the landlord concerning payments for charges other than rent/use and occupancy made by or on behalf of the tenant.
6. ☐ All documents received from any predecessor(s) in interest (people or business(es) that owned the building before you did) related to the building, including, but not limited to, documents about:
 - a. The condition of the building;
 - b. Tenancies at the building;
 - c. Assignments of rights/obligations; and
 - d. A security deposit and/or last month's rent for the tenant's apartment.
7. ☐ All documents concerning the landlord's purchase, refinancing, mortgage, sale, marketing, and/or insurance of the apartment/building, including, but not limited to, inspection reports and other assessments/evaluations, purchase and sale agreements (and other documents concerning conditions of purchase/sale), broker or other marketing agreements, and the like.
8. ☐ All Notices to Quit ever served by the landlord on the tenant or on an agency providing a subsidy for the tenant and returns of service for each such notice.
9. ☐ Copies of all documents served with the Notice to Quit in this case, including but not limited to, any documents served in compliance with **Section 1(a) of St. 2020, c. 257, as amended by St. 2021, c. 20**.
10. ☐ A copy of the summons and complaint filed in this action, along with any return(s) of service and Affidavits filed with the court.
11. ☐ All documents related to any complaints received from any source about the tenant and/or members of the tenant's household or guests.
12. ☐ All documents concerning charitable or third party payments on behalf of the tenant, including, but not limited to, fuel/weatherization, rent and/or other assistance.

13. ☐ All documents concerning the Department of Transitional Assistance (DTA), including, but not limited to:
 - a. Rental arrearage payments;
 - b. “Vendor” rental payments by the tenant through DTA; or
 - c. Other assistance concerning the tenant (e.g., applications, agreements, invoices, checks, or other documents).
14. ☐ All documents related in any way to any of your reasons for evicting the tenant.
15. ☐ All documents related in any way to the landlord’s claims and/or to the tenant’s defenses or counterclaims (to the extent not addressed elsewhere in your responses to these document requests).
16. ☐ All documents you plan to present at trial.

Public and Subsidized Housing/Governmental Assistance

17. ☐ All written documents concerning the exact type or nature of any rental subsidy attached to the building or involved in the tenancy.
18. ☐ All documents related to requests that you accept a subsidy, rental arrears or other financial assistance for the tenant’s rent or the tenancy **and** your response, if any.
19. ☐ All documents concerning determination of the tenant’s rent, determination of the contract rent, and/or recertification of the tenant household.
20. ☐ All documents in any tenant file that the owner or manager maintains for the tenant.
21. ☐ All documents concerning any request you have made for an increase in the contract rent and responses to that request from the tenant and/or agency administering the tenant’s subsidy.
22. ☐ All documents related to any informal conference and/or grievance hearings during the tenancy.
23. ☐ All letters and other written communications between the landlord and any housing authority, DHCD, MassHousing, HUD, and any other relevant agency regarding the tenant or the apartment.
24. ☐ All documents concerning conditions or use restrictions for the apartment and/or building related to your (or your predecessor’s) receipt of any form of government assistance, including, but not limited to, low-interest loans, subsidies, tax credits, deleading and/or rehabilitation assistance, and the like.

Problems with the Apartment/Building

25. ☐ All documents notifying the tenant of inspections and/or repairs to the apartment or building.
26. ☐ All photographs, videos, and/or digital images of the tenant’s apartment or of the building at any time during the tenancy, or within 2 weeks before the tenant moved in.
27. ☐ All documents related to investigation for or the presence of lead paint at any time in the tenant’s apartment and/or in the building, including, but not limited to, notices to any tenants in the building, notices from any agency about lead paint, and documents related to lead paint inspections, verifications of lead paint abatement and/or control of lead paint, and tenant relocation.

- 28. ☐ All documents concerning conditions in the tenant's apartment and/or in the common areas or systems of the building, including complaints, inspection reports and requests for repairs by the tenant or any other person or agency.
- 29. ☐ All documents relating to repairs of the apartment and/or common areas or systems of the building, including, but not limited to, invoices, estimates, bills, work orders, receipts and records of payment.
- 30. ☐ All documents related to the basis of the landlord's opinion regarding the fair market monthly *rental* value of the apartment.

Other

- 31. ☐ All documents concerning the tenant's security deposit and/or last month's rent, including, but not limited to, receipts, bank records or statements, documents reflecting whether any security deposit is/has been protected from creditors, notices given to the tenant about the deposit/payment, conditions statement, and documents relating to payment and/or crediting of interest to the tenant.
- 32. ☐ All documents concerning who is or was at any time during the tenant's occupancy responsible for payment of water and sewer, heat, hot water, electricity and/or other utilities in the apartment.
- 33. ☐ Any documents concerning the threatened or actual termination and/or re-connection of utilities (including water and sewer, electricity, and/or gas) in the apartment and/or building.
- 34. ☐ Any documents concerning accounts that the landlord has or has had for common area water and other utility usage in the building.
- 35. ☐ Any documents concerning tenant responsibility for payment of any water, electricity, or other utility outside the apartment, including, but not limited to, hallways, basement, and/or exterior of the building at any time during occupancy.
- 36. ☐ Any documents concerning the tenant's or household member's disability and/or request for accommodation (i.e., a change in rules or policy, a physical change in the apartment and/or common areas, etc.) that the tenant or anyone on his/her behalf has made to you **and** your response to such request, and any offers of reasonable accommodation that you otherwise have made to the tenant or household member.
- 37. ☐ Any and all documents substantiating or concerning whether any request(s) for accommodation(s) made by or on behalf of the tenant or household member would constitute an undue financial or administrative burden on the landlord.
- 38. ☐ Any and all documents substantiating or concerning whether any request(s) for accommodation(s) made by or on behalf of the Tenant would be otherwise unreasonable.
- 39. ☐ All documents regarding any policy of the landlord regarding persons with disabilities including any reasonable accommodation plans or policies, all attachments and/or appendices, and any forms or releases that are used in connection with any such policies.
- 40. ☐ Any documents related to your language access policy for Limited English Proficiency tenants.
- 41. ☐ Any documents concerning any incident(s) of domestic violence against the tenant or a household member at in the apartment including but not limited to police reports, restraining orders, requests for lock changes for safety reasons and/or and early lease termination of the tenancy agreement.

42. ☐ Any documents related in any way to the tenant's claim of sexual harassment.
43. ☐ Any and all documents concerning behavior on the part of the tenant or household member during the time period of his/her occupancy of the Apartment that you consider a lease or tenancy violation not previously provided in response to other requests.
44. ☐ Any documents concerning actual or proposed condominium or cooperative conversion of the apartment or building.
45. ☐ Any documents concerning fire, property and/or liability insurance of the apartment/building, including, but not limited to, policies, binders, contracts, agreements, vouchers, checks, notices, correspondence, and notices to your insurer of claims concerning the apartment and/or building.
46. ☐ Any documents concerning the management of the apartment and/or building (including management contract(s) applicable to the time period of the tenant's occupancy and any other management documents concerning the tenancy).
47. ☐ Any documents concerning the maintenance of the apartment and/or building in relation to the tenancy.
48. ☐ Any documents concerning lawsuits or claims related to the apartment and/or building and/or involving the landlord and the tenant.
49. ☐ All documents relating to the type and status of the mortgage on the building including but not limited to whether it is a federally-backed mortgage and any mortgage forbearance obtained in 2020.
50. ☐ _____

51. ☐ _____

I hereby certify that I ☐ delivered or ☐ mailed or ☐ emailed (*check which one*) a copy of this Discovery request to my landlord [who consented to service by email] or to their lawyer on (who is required to accept service by email) on _____(*date*).

Signature of Tenant

Signature of Tenant

Tenant's Name (*print*)

Tenant's Name (*print*)

Address

Address

City State Zip

City State Zip

Telephone Number

Telephone Number

Email (if any)

Email (if any)

强制 证据开示

如果您的房东未回复您的证据开示， 请提出强制动议

收到您的证据开示后，您的房东有 10 天的时间来回复您的问题并提供您所申请的文件。

如果他们在 10 天内**没有**回复或提供您需要的信息或文件，或者他们反对您的证据开示，您可以提交手册中的**强制动议表格**。

从房东的回复截止日期起，您有 5 个工作日的时间来提交强制动议。

我何时提出强制动议？

如需了解何时提交和送达强制动议，请填写以下三个日期：

1. _____ = 您的房东收到证据开示申请的日期
2. _____ = 您的房东收到证据开示申请后的 10 个日历日。这是房东回复的截止日期。
3. _____ = 您的房东回复截止日期后的 5 个工作日。这是您提出强制证据开示动议的截止日期

法庭能做什么？

在您的强制动议中，您可以要求法官：

- 责令房东对您的证据开示申请作出完整的回复，并将案件搁置，直到房东对您的证据开示申请作出回复。
- 结束或“驳回”房东的案件，做出对您有利的判决。
- 阻止房东向法庭提供与您的抗辩或反诉相关的信息或证据。

填写并提交您的强制证据开示动议

如果您的案件是在房屋法庭审理，而您的房东对证据开示的回复不完整，请咨询法庭书记员，确认房屋法庭对提交**强制动议**是否有任何特殊要求。

重要事项：您必须在房东回复证据开示的截止日期后的 **5 个工作日内**将表格递交给法庭和您的房东或其律师。

按照**答辩书**和**证据开示**表格的填法，填写强制动议顶部的空格。

1. 写上您向房东或其律师邮寄、递送或电子邮件发送证据开示的日期。从证据开示的最后一页复制这个日期。
2. 勾选您提出这项动议的原因。
3. 在表格底部，勾选您打算向房东或其律师递交该动议的方式。
4. 填写日期、您的姓名、地址和电话号码。在动议上签名。
5. 准备两份副本。
 - 将原件提交给法庭。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！**
 - ✓ 不要邮寄。因为没有足够的时间。
 - 将表格的**副本**递交给您的房东或其律师。查看传票和起诉书的右边。如果“BBO#”的横线上有编码，那您的房东就是有律师的。如需交付副本，您可以：
 - ✓ 您可以面对面递交，也可以用电子邮件发送给房东的律师。律师的电子邮箱位于传票和起诉书的底部。如果您的房东没有律师，您需要一份来自房东的书面协议，说明他们同意通过电子邮件接收您的动议。**切记，因为邮寄可能太慢，所以一定要面交或电子邮件发送。**
 - 自己**保留一份副本**。妥善保管好副本，并在出庭时随身携带。

为出庭做好准备

法庭会寄给您一封信，告知**强制证据开示动议**听证会的日期和时间。

当传唤您的案件时，记得告诉书记员您提交了一份**强制证据开示动议**。当您去见法官时，记得告诉法官您**申请了证据开示**，而您的房东**没有回复**，或没有完整回复。告诉法官您需要所申请信息的原因。

您可以向法官申请一些措施，包括：

- 要求房东完整回复您的证据开示申请，并将案件搁置，直到房东回复您的证据开示申请。
- 结束或“驳回”房东的案件，做出对您有利的判决。
- 阻止房东向法庭提供与您的抗辩或反诉相关的信息或证据。

如果您赢下了这项动议，法官会责令您的房东回复您的问题，并向您提供证据开示中要求的所有文件，法官也可能会推迟您的驱逐审判。

如果您输了这项动议，您可能会在当天进行审判。但您可以要求法官择日再审。如果您在审判中败诉，您有权提出上诉，也可以向法官申请更多的时间来搬家，或者两者同时进行。参见[手册 7：上诉](#)和[手册 8：暂缓](#)。

马萨诸塞州联邦初审法庭

a. _____ ss:
县

e. _____
法庭名称

b. _____
修改后的开庭日期

f. _____
案件号简易程序

c. _____
原告——房东

vs.

**强制执行或
强制证据开示动议**

d. _____
被告——租户

致书记员，请安排该动议的听证会。租户——被告人根据 Uniform Summary Process Rule 7(d) 寻求强制执行证据开示。作为支持，租户表示：

1. _____（日期），租户向法庭提交证据开示申请，并向房东面交或邮寄送达（圈出适用项）了一份副本。
2. 房东（勾选所有适用项）：
 - ☐ 未回答任何问题。
 - ☐ 未能完整回复问题。
 - ☐ 反对某些证据开示申请，但我不同意该反对意见。
 - ☐ 未能提供我所申请的任何文件。
 - ☐ 未能提供我所申请的所有文件。
3. 因此，租户向法庭申请下达命令（勾选适用项）：
 - ☐ 强制房东在本动议听证会后的 1 周内完整回复和回应证据开示的问题，并在租户收到回复至少 1 周后继续进行审判（如果陪审团审判有要求，则进行预审）。USPR 7(e).
 - ☐ 驳回本案件，作出有利于租户的判决。
 - ☐ 禁止房东引入反对租户指控和抗辩的证据。
 - ☐ 给予租户任何其他可能公正和必要的帮助。
4. 特此证明，我已于_____（日期）给我的房东或其律师☐递交/☐邮寄（勾选适用项）本证据开示动议的副本。

租户签名

租户签名

租户的姓名（正楷）

租户的姓名（正楷）

地址

地址

城市 州 邮政编码

城市 州 邮政编码

电话号码 电子邮箱(如有)

电话号码 电子邮箱(如有)

**COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT**

a. _____, ss:
County

e. _____
Name of Court

b. _____
Rescheduled Trial Date

f. _____
Docket No. Summary Process

c. _____
Plaintiff(s) – Landlord(s)

vs.

**MOTION TO ENFORCE
OR COMPEL DISCOVERY**

d. _____
Defendant(s) – Tenants(s)

To the Clerk: Please schedule this motion for a hearing. The Tenant-Defendant seeks enforcement of Discovery under Uniform Summary Process Rule 7(d). In support, the Tenant states:

1. On _____ (date), the Tenant filed with the Court and delivered or mailed (circle which one) to the landlord a Request for Discovery.
2. The Landlord (check all boxes that apply):
 - ☐ has failed to answer any questions. ☐ has failed to give me any documents requested.
 - ☐ has failed to answer questions fully. ☐ has failed to give me all of the documents requested.
 - ☐ objected to certain discovery requests and I disagree with the objection.
3. Accordingly, Tenant requests that the Court enter an order (check boxes which apply):
 - ☐ Compelling Landlord to completely answer and respond to Discovery no later than 1 week from the hearing on this motion, and continuing the trial (or pre-trial if jury trial requested) until at least 1 week after the Tenant receives responses. USPR 7(e).
 - ☐ Dismissing this case and entering Judgment in Tenant's favor.
 - ☐ Prohibiting Landlord from introducing evidence opposing Tenant's claims and defenses.
 - ☐ Granting the Tenant any other relief that may be just and necessary.
4. I hereby certify that I ☐ delivered / ☐ mailed (check which one) a copy of this Discovery Motion to my landlord or to his/her lawyer on _____ (date).

Signature of Tenant

Signature of Tenant

Tenant's Name (print)

Tenant's Name (print)

Address

Address

City State Zip

City State Zip

Telephone Number Email (if any)

Telephone Number Email (if any)