

Dekouvèt

Reprezante Tèt ou nan
yon Degèpisman

Pran enfòmasyon pou prepare pou odyans ou

Dekouvèt se fason ou ka pran enfòmasyon ou bezwen nan men pwopriyetè ou pou w prepare odyans ou. Lè w mande pou yon Dekouvèt, pwopriyetè ou dwe :

- Reponn kesyon ou yo alekri.
- Sèmante ke tout sa yo a ekri a se vre.
- Ba w dokiman ou bezwen pou w prepare odyans ou.

Aji rapid pou w ka fè Dekouvèt la

Ou dwe mande pou Dekouvèt la rapid apre w fin resevwa **Demann pou Parèt ak Plent lan**. Gade enstriksyon yo sou pwochen paj la pou w wè dat limit yo.

Pafwa, pwopriyetè yo pa reponn kesyon w yo ni yo pa founi dokiman ou mande yo. **Si pwopriyetè ou pa ba w enfòmasyon ou mande yo** nan Dekouvèt ou, ou ka depozeyon **Mosyon pou Egzije**. Mosyon pou Egzije a mande tribunal la pou **egzije** pwopriyetè ou pou reponn ak Dekouvèt ou a. Gen yon fòmilè Mosyon pou Egzije ak direksyon pou kòman ou ka itilize 1 nan fen livre sa a. Gade paj 37.

Kòman pou w Itilize Dekouvèt la

Ranpli fòmilè ki nan livre sa a

Ranpli antèt fòmilè Dekouvèt la nan menm mannyè ou te ranpli antèt fòmilè **Repons** ou nan **Livre 3**.

Revize **Repons** ou. Panse sou ki enfòmasyon ou bezwen nan men pwopriyetè ou pou w ka pwouve chak nan defans ak demann rekonzansyonèl ou te kwoche yo.

Gade fòmilè **Dekouvèt** la.

- Kwoche kesyon ki nan seksyon **ENTEWOGASYON** an ki pral ede w pwouve ka w. **Ou ka kwoche jiska 30 kesyon**. Gen kèk bwat ki déjà kwoche paske chak lokatè oblige fè pwopriyetè yo a reponn kesyon sa yo nan yon pwosè degèpisman.
- Kwoche dokiman ou bezwen yo nan seksyon **DEMANN DOKIMAN** nan. Ou ka mande pou otan de dokiman ou vle ki pral ede w pwouve ka w.

Si w gen kesyon oswa si w bezwen dokiman ki pa afiche, ekri yo nan espas blan yo nan fen fòmilè Dekouvèt la.

Depoze Dekouvèt la ansanm ak Repons ou

Aprè w fin kwoche bwat yo pou tout kesyon ak dokiman ou vle yo nan Demann Dekouvèt la :

1. Ekri non w ak adrès ou nan dènyè paj la. Kwoche bwat ki akote fason ou konte acheminen fòmilè sa yo bay pwopriyetè ou oswa avoka li a.
2. Ou dwe voye fòmilè Dekouvèt ou bay pwopriyetè ou, oswa avoka li a, epi bay tribinal la anvan dat limit la.
 - **Tribinal Lòjman:** Depoze Dekouvèt ou nan menm moman ou depoze Repons ou. Repons ou dwe remèt 3 jou ouvrab anvan "konferans eta espesyalis lòjman" ou oswa "evènman premyè nivo" ou. Ou pral resevwa yon lèt nan men biwo grefye a ki di w ki dat "konferans eta espesyalis lòjman" an pral fèt.
 - **Tribinal distri :** Li mye pou w depoze Dekouvèt ou lè w depoze Repons ou. Repons ou dwe remèt 3 jou ouvrab anvan "konferans jesyon dosye" a. Nan konferans jesyon dosye a, tribinal la pral fikse dat limit yo pou depoze demann Dekouvèt yo si w pa t depoze yo ansanm ak Repons ou.
3. Fè 2 kòpi de fòmilè Dekouvèt la. **Pa enkli enstriksyon sa yo ladan 1.**
 - Depoze Dekouvèt **orijinèl** la ansanm ak fòmilè Repons ou yo oprè de 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 l nan biwo grefye a fizikman. Si w livre l 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 alè.
 - ✓ Voye l 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 l !
 - ✓ Voye l pa lapòs, men sèlman si se omwen yon semèn anvan dat limit la pou asire ke l rive anvan dat limit la. Lapòs la pran tan epi l pa fyab. Ou pral pèdi dwa enpòtan si dokiman yo anreta.

- Remèt yon **kòpi** Dekouvèt ak Repons ou bay avoka pwopriyetè ou oswa pwopriyetè ou anvan dat limit Repons lan.
 - ✓ Ou ka remèt li alamen oswa voye l pa imèl bay avoka pwopriyetè ou. Adrès imèl avoka a afiche anba fòmilè Demann pou Parèt ak Plent lan. Si pwopriyetè ou pa gen yon avoka ou pral bezwen yon akò alekri nan men pwopriyetè ou ki di ke yo aksepte pou resevwa mosyon ou pa imèl. **Li enpòtan pou remèt fòmilè sa a alamen oswa voye l pa imèl**, paske lapòs la gen dwa pran twòp tan.
- **Konsève yon kòpi** pou tèt pa w. Gade l nan yon espas ki sekirize epi pòte l avè w lè w ale nan tribinal la.

Pran repons pou Dekouvèt yo nan mwens ke 10 jou

Pwopriyetè ou a dwe reponn kesyon w yo epi ba w dokiman ou te mande yo nan yon delè **10 jou** oubyen mwens ke sa apati dat yo te resevwa Fòmilè Dekouvèt ou.

Ou ka mande jij la pou l egzije pwopriyetè ou pou reponn ak Dekouvèt ou si pwopriyetè ou :

- Pa reponn ak Dekouvèt ou.
- Pa ba w **tout** enfòmasyon ou te mande yo.

Dènyè 3 paj nan livre sa a se yon **fòmilè Mosyon pou Egzije yon Dekouvèt**. Itilize mosyon sa a pou mande jij la pou repòte odyans ou jiskaske pwopriyetè a reponn oswa reyaji ak tout Dekouvèt ou a.

Prepare pou tribinal la

Lè pwopriyetè ou ba w enfòmasyon ou te mande nan Dekouvèt ou, li repons pa yo epi gade tout dokiman yo. Chache pou wè si gen deklarasyon oswa enfòmasyon ki ka ede w pwouve ka w. Pa egzanp, pwopriyetè ou gen dwa admèt ke :

- Ou te ofri pou w te peye lwaye a.
- Yo te okouran de move kondisyon yo nan apatman ou.
- Yo pa t mete depo garanti ou nan yon kont an bank espesyal.

Anplis sa a, se pou w veye pou wè si gen enfòmasyon kontradiktwa nan istwa pwopriyetè ou. Pa egzanp,

- Pwopriyetè ou gen dwa di ke yo pa t okouran de move kondisyon yo. Men yo di an menm tan tou ke yo te vin vizite apatman ou, oswa yo te anboche moun pou fè travay reparasyon.

Itilize Dekouvèt ou nan pwosè w la

Pandan pwosè w la :

- Di tribinal la si pwopriyetè ou te admèt kèk enfòmasyon ki enpòtan nan repons li te bay ak Dekouvèt ou a.
- Anplis sa a, ou gen dwa poze pwopriyetè a menm kesyon ou te mande nan Fòmilè Dekouvèt la. Si pwopriyetè ou bay yon repons diferan, fè jij la oswa jiri a wè diferans yo.
- Ou ka mande jij la pou gade dokiman ki sipòte istwa pa w la, pa egzanp dokiman ke pwopriyetè a te ba w yo kòm repons ak Fòmilè Dekouvèt ou a.

Enstriksyon pou itilizatè fòmilè ki tradwi yo

Ranpli fòmilè sa a epi apre sa kopye enfòmasyon ou yo nan fòmilè anglè a nan paj 21.

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.

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

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

FÒMILÈ DEKOUVÈT LA

(Souplè ekri ak karaktè enprimri oswa tape)

TRIBINAL PWOSE
ETA MASSACHUSETTS

a. _____, ss :
Konte

e. _____
Non Tribinal la

f. _____
Nimewo Dosye a Pwosesis Rezime a

b. Dat Pwosè ki Repòte a (Se tribinal la ki pral detèmine dat la) _____

c. _____
Plenyan (yo) - Pwopriyetè (yo)

vs.

**DEMAND DEFANDÈ A
POU DEKOUVÈT (ENTEWOGASYON
AK DEMANN DOKIMAN)**

d. _____
Defandè (yo) - Lokatè (yo)

Avi bay Plenyan an

- A. Selon òd pèmanan dijans yo, Tribinal la pral fè pati yo konnen dat pwosè a.
- B. Ou gen egzijans anba lalwa a pou w reponn ak entewogasyon (kesyon) ki kwoche pi ba yo nan yon fason ki vre epi konplè, sou pèn ak penalite pèji. Anvan chak repons ou bay, ou dwe site ankò ki entewogasyon w ap reponn. Bay tout enfòmasyon ki a dispozisyon ou epi a dispozisyon moun k ap travay avè w oswa pou w yo. Anplis sa a, ou dwe bay tout dokiman ou genyen nan men w oswa ki nan men ajan w oswa anplwaye ou yo.
- C. Pa plis pase dis (10) jou apre ou menm oswa avoka w resevwa Demann Dekouvèt la, tribinal la ak defandè a dwe resevwa repons ou yo pou kesyon sa yo ak dokiman yo egzije yo. Repons yo dwe remèt pa lapòs oswa livre bay apatman defandè a.
- D. Ou gen egzijans tou pou w bay enfòmasyon adisyonèl ak / oswa modifye repons ou yo ak Dekouvèt sa a si aprè repons ou a, ou aprann :
 - a. idantite lòt moun ki gen enfòmasyon konsènan kesyon ki poze yo (sa enkli temwen ekspè ou konte fè temwanye pandan pwosè a) ; ak / oswa
 - b. si nenpòt nan enfòmasyon ou te bay nan repons yo pa t korèk lè ou te bay li oswa li vin pa korèk pa laswit.
- E. Si nenpòt nan dokiman ke w te remèt kòm repons pou demann pwodiksyon dokiman ki kowche pi ba yo vin ekspije (si ou reye oswa efase enfòmasyon ki ladan yo) oubyen si yo pa t soumèt sou baz yon reklamasyon privilèj oubyen sou nenpòt lòt baz, souplè idantifye chak dokiman oswa pati nan yon dokiman ki nan kategori sa a :

- a. Nati privilèj la ki reklame a ;
- b. Baz enfòmasyon veridik ak jiridik de reklamasyon privilèj oswa jistifikasyon pou pa remèt dokiman an ;
- c. Tit dokiman an ;
- d. Otè dokiman an ;
- e. Chak moun ki te resevwa yon dokiman orijinèl oswa yon kòpi ; epi
- f. Sijè a ak yon deskripsyon de materyèl ki ekspije a, nan mezi ke se posib san ke w pa renonse ak privilèj ou reklame a.

DEFINISYON

- A. Tèm "ou men," "plenary," ak "pwopriyetè" enkli plenyan ki lonmen pi wo a ansanm ak nenpòt lòt moun oswa antite ki gen yon dwa de pwopriyete sou lokal la, ansanm ak ajan, amplwaye, relasyon ak avoka plenyan an ansanm ak nenpòt lòt moun k ap aji nan non li.
- B. Tèm "apatman" an fè referans ak kay oswa inite lokatè a ap viv ladan, epi sa enkli espas ekstèryè ak espas komen yo. Si lokatè a okipe plis pase yon sèl apatman nan konteks yon aranjman ak plenyan an, sa kouvrì tout apatman ke lokatè a ap okipe yo.
- C. Tèm "lokatè" a enkli defandè (yo) ki lonmen pi wo a ansanm ak ajan li yo, moun ki rete lakay li (yo), avoka li (yo), epi nenpòt lòt moun k ap aji nan non lokatè a.
- D. Tèm "batiman" an fè referans ak imèb la, espas komen yo, lakou a, ak nenpòt lòt apatman ki gen menm adrès kote apatman lokatè a lokalize a.
- E. Tèm "dokiman" an enkli : ekriti, anrejistreman video, imèl, SMS oswa lòt dokiman ki sovgade ak / oswa transmèt elektwonikman, desen, grafik, tablo, foto, imaj nimerik, anrejistreman odyo, kontra, akò, korespondans, memo, rapò, nòt, demann, fakti, òdònans, avi, ekri, deklarasyon, plent, repons ak lòt pledwaye, orè, tabilasyon, chèk, anrejistreman jounal pèsonèl, telegram, dyagram, firm, atik nan jounal, ak lòt dokiman ekri oswa anrejistreman, kèleswa fòm yo genyen an. Yon ebòch oswa kòpi ki pa idantik se yon dokiman apa nan konteks definisyon tèm sa a.
- F. Tèm "konsènan" an vle di li refere ak, gen rapò ak, sipòte, dekri, reflete, konstitye oswa fè referans nan nenpòt lòt fason.
- G. Sòf si li spesifye otreman, peryòd tan ki aplikab pou demann sa yo se peryòd okipasyon lokatè a nan apatman (yo), plis yon mwa anvan okipasyon sa a te kòmanse epi yon mwa aprè si lokatè a gen tan kite lokal la.

ENTEWOGASYON (Kesyon)

Se pou w pa kwoche plis pase 30 kesyon

Lokasyon

1. Ki non, adrès, nimewo telefòn, okipasyon ak relasyon ak apatman lokatè a pou moun k ap reponn kesyon sa yo ?
2. Ki non ak adrès chak pwopriyetè apatman an, epi dat (yo) ke l te achte imèb la ?
3. Souple dekri tout moun ki rete lakay lokatè a (ki enkli lokatè a) avèk non yo, laj yo, sèks yo epi dat yo te antre nan kay la.
4. Souple dekri tout tèm lokasyon an, ki enkli men ki pa limite ak :
 - a. Lokasyon orijinèl la ;
 - b. Jou kòb lwaye a dwe remèt chak mwa ;
 - c. Si akò lokasyon an te fèt aloral oswa alekri, ansanm ak peryòd tan akò sa a dire a ;
 - d. Responsabilite chak pati pou peye dlo, chòfaj, dlo cho, kouran, gaz pou fè kwizin nan apatman an, epi pou nenpòt sèvis minisipal nan espas komen yo epi si responsabilite sa yo enimere alekri ;
 - e. Nenpòt lòt tèm ki nan kontra lokasyon orijinèl yo ; epi
 - f. Nenpòt chanzman ki fèt onivo kontra lokasyon an (ki enkli, men ki pa limite ak, chanzman nan montan lwaye a), ki enkli dat (yo) tout chanzman sa yo te fèt, si tèm ak kondisyon ki chanje yo dokimante alekri, epi ki chanzman ki te fèt onivo tèm ak kondisyon yo.

Reklamasyon Pwopriyetè a

5. Deklare tout rezon ou genyen yo pou w mete lokatè a deyò nan kay la, kit rezon sa yo mansyonnen nan plent lan ou non. Si w deklare ke lokatè a, yon moun ki rete nan kay la oswa yon envite te vyole yon atik nan kontra lokasyon an oswa akò lokasyon an, souplè dekri chak vyolasyon ak otan de detay ki posib, ki enkli, men ki pa limite ak :
 - a. Sa ki te pase a ;
 - b. Dat (yo) pou chak vyolasyon ou endike a ;
 - c. Kilè ak kòman ou te aprann de vyolasyon ou di ki te fèt la ;
 - d. Non ak adrès nenpòt moun ki gen konesans de vyolasyon sa yo oswa enfòmasyon sou yo ;
 - e. Sibstans enfòmasyon ke chak moun konnen an ; epi
 - f. Kisa ou te fè apre w te vin okouran de vyolasyon ou di ki te fèt la, tankou sibstans ak dat (yo) pou nenpòt komunikasyon ekri oswa oral ou te fè ak lokatè a konsènan swadizan vyolasyon sa yo ansanm ak repons lokatè a te bay (yo) pou komunikasyon sa (yo).
6. Souple deklare konbyen kòb lwaye (ki enkli "utilizasyon ak okipasyon"), si genyen, ke lokatè a dwe, ansanm ak mwa epi montan espesifik kote lwaye sa a pa t peye a, ansanm ak montan total lajan ou di ke lokatè a dwe a.
7. Pou chak moun ki gen konesans de enfòmasyon ki pwopriyetè a bay nan plent li a ak / oswa repons / demann rekonzansyonèl lokatè a, souplè deklare :
 - a. Non li a, adrès aktyèl (oswa dènyè adrès ou konnen pou li a) epi nimewo telefòn li.
 - b. Relasyon oswa afilyasyon li avèk pwopriyetè a (anplwaye, kontratan, fanmi, elatriye) ;
 - c. Sibstans enfòmasyon moun nan konnen an ; epi
 - d. Fòmasyon / kalifikasyon ekspè moun nan genyen yo, si l genyen.

8. Pou chak moun ou konte mande pou temwanye pandan pwosè a, souplè deklare :
 - a. Non li a, adrès aktyèl (oswa dènyè adrès ou konnen pou li a) epi nimewo telefòn li.
 - b. Yon apèsi de temwanyaj li konte bay la ; epi
 - c. Fòmasyon / kalifikasyon ekspè moun nan genyen yo, si l genyen.
9. Deklare kalite Avi pou Kite a (oswa avi tèminezon lokasyon an), si genyen, ke w te apiye sou li a pou w te fè aksyon sa a, fason ou te bay li avi sa a, non moun ki te resevwa avi a, epi non ak adrès moun ki te livre avi a. Si w te livre plis pase yon sèl kòpi de avi a bay lokatè a, souplè endike enfòmasyon an pou fason w te livre l la chak fwa w te livre avi a. Si w te livre yon Avi pou Kite bay nenpòt moun oswa ajans andeyò de lokatè a, souplè bay menm enfòmasyon sa yo konsènan livrezon sa a.
10. Pou ka non-peman yo sèlman : Souplè deklare si w te livre yon kòpi fòmilè Atestasyon an ki te devlòpe pa Biwo Egzekitif Devlòpman Ekonomik Lòjman yo jan sa a egzije selon **Seksyon 1(a) de St. 2020, c. 257, jan sa a te amande pa St. 2021, c. 20.**
11. Si lokatè a te janm peye oswa ofri pou l peye yon kòb lwaye li dwe a aprè l te fin resevwa yon Avi pou Kite, souplè dekri peman an oswa òf la, dat òf la te fèt la, ak repons ou, si w te reponn.
12. Si lokatè a te janm pwopoze asistans nan men yon pati oswa ajans tyè pou peye lwaye a, souplè idantifye ajans oswa èd pati tyè a ke lokatè a te pwopoze a sou non li, sibstans òf la, dat òf la te fèt la, ansanm ak repons ou.
13. Si w te mande yon ogmantasyon montan lwaye a pandan lokasyon an te ankou, souplè dekri demann sa a ak otan detay ki posib, ki enkli, men ki pa limite ak :
 - a. Bay kiyès ou te fè demann nan ;
 - b. Montan ki te mande a ;
 - c. Sou ki baz demann sa a te fèt ;
 - d. Dat ak mannyè demann sa a te fèt ;
 - e. Repons lokatè a, si l te reponn.

Kay Leta ak Kay Sibvansyone

14. Si lokatè a resevwa yon sibvansyon oswa si l rete nan yon apatman ki sibvansyone, souplè deklare :
 - a. Non pwogram sibvansyon an epi ajans k ap jere l la ;
 - b. Montan lwaye konplè a sou kontra a nan kad pwogram sibvansyon an ;
 - c. Pati kòb lwaye ki se responsablite lokatè a ; epi
 - d. Nenpòt chanjman ki fèt onivo montan lwaye ki sou kontra a ak / oswa pati lwaye a ki se responsablite lokatè a depi lokasyon an te kòmanse a, men ki pa depase sizan depi dat aksyon an te kòmanse a.

15. Si w te mande yon ogmantasyon montan lwaye a pandan lokasyon an te ankou, souplè dekri demann sa a ak otan detay ki posib, ki enkli, men ki pa limite ak :
- Bay kiyès ou te fè demann nan ;
 - Montan ki te mande a ;
 - Sou ki baz demann sa a te fêt ;
 - Dat ak mannyè demann sa a te fêt ;
 - Repons ajans lan, si l te reponn ; ak
 - Repons lokatè a, si l te reponn.
16. Souplè dekri ki etap ou te pran pou w te tèmine lokasyon an selon egzijans règleman ak kondisyon ki nan kontra lokasyon an oswa pwogram nan, ki enkli, men ki pa limite ak, yon òf pou yon konferans enfòmèl ak / oswa yon odyans doleyans. Si yon lokatè te mande yon konferans ak / oswa yon odyans, pou chak konferans ak / oswa odyans konsa, ekri dat la, kiyès ki te asiste, kisa chak moun te di epi rezulta konferans lan / odyans lan.
- Pwoblèm avèk Apatman an / Imèb la**
17. Souplè dekri nan tout detay ki posib kòman w te vin okouran de chak bezwen pou yon travay reparasyon oswa yon lòt pwoblèm ki te egziste nan apatman lokatè a ak / oswa espas komèn imèb la nan nenpòt moman pandan lokasyon lokatè a. (Sa enkli pwoblèm ki deklare sèlman ansanm ak pwoblèm ki konfime, ki enkli, men ki pa limite ak, chak nan pwoblèm ki enimere nan repons ak demann rekondansyonèl lokatè a.) Pou chak pwoblèm oswa kondisyon konsa, souplè deklare :
- Nati pwoblèm nan ;
 - Dat ou te vin okouran de yon pwoblèm konsa ;
 - Kòman ou te premyèman vin okouran de yon pwoblèm konsa—sa vle di, kiyès, si gen yon moun, ki te mete w okouran
epi kòman yo te fè sa a (oralman oswa alekri) ; epi
 - Ki etap, si genyen, ou te fè kòm repons lè yo te mete w okouran de pwoblèm sa a, ki enkli si envestigasyon ou te pèmèt ou konfime ke te gen yon bezwen pou travay reparasyon vreman.
18. Souplè dekri an detay nenpòt enspeksyon Konsèy Lasante a, Depatman Sèvis Enspeksyon an, Otorite Lòjman an oswa yon lòt ajans te fêt sou apatman an, pandan peryòd lokasyon lokatè a, ki enkli, men ki pa limite ak :
- Dat enspeksyon te fêt la ;
 - Idantite ajans ki te mennen enspeksyon an ;
 - Idantite moun ki te kontakte ajans lan pou fè enspeksyon an epi dat kontak la te fêt la ;
 - Dat ou te resevwa yon rapò nan men ajans lan ;
 - Sibstans rapò a ;
 - Dat ak sibstans tout komunikasyon ki te fêt ansanm ak enspektè a oswa lòt reprezentan ajans li a ; ak
 - Kisa w te fè, si w te fè yon bagay, pou reyaji ak rezulta enspeksyon yo.

19. Si pwopriyetè a anvan, nan moman, oswa imedyatman aprè acha oswa akizisyon apatman an oswa imèb la, te benefisyé de nenpòt enspeksyon, rapò oswa evalyasyon de apatman an ak / oswa imèb la, pou *chak enspeksyon, rapò oswa evalyasyon konsa* deklare :
- Dat la ;
 - Non, adrès, ak nimewo telefòn moun oswa ajans ki te fè li a ;
 - Kilè w te resevwa oswa te vin okouran de enspeksyon, rapò oswa evalyasyon an ;
 - Kontni li yo, ak yon deklarasyon espesifik ki esplike ki pwoblèm oswa kondisyon yo te note yo ; epi
 - Kisa w te fè pou reponn ak chak enspeksyon, rapò oswa evalyasyon, si w te fè yon bagay.
20. Si pwopriyetè a te fè oswa te eseye fè yon enspeksyon ak / oswa reparasyon (ki enkli ekstèminasyon bêt) nan apatman lokatè a ak / oswa espas komen yo ak sistèm imèb yo, pou chak enspeksyon ak / oswa reparasyon (osa tantatif reparasyon), ki enkli ekstèminasyon bêt, souplè deklare:
- Yon deskripsiyon de chak enspeksyon ak / oswa reparasyon ;
 - Kòman epi kilè w te mete lokatè a okouran de plan ou te genyen pou w te enspekte ak / oswa repare (ki enkli si w te voye yon avi alekri bay lokatè) ;
 - Dat chak enspeksyon ak / oswa reparasyon ;
 - Non, adrès ak nimewo telefòn chak konpayi / moun ki te fè chak enspeksyon ak / oswa reparasyon ; ak
 - Kou chak reparasyon an, si se pètinan.
 - Pou reparasyon yo, kòman epi kilè w te vin okouran de kondisyon ki te mande reparasyon an pou laprèmyè fwa.
21. Si w te janm aprann oswa te eseye dekouvri si te gen penti ak plon nan apatman ak / oswa batiman lokatè a, souplè founi :
- Yon deskripsiyon detaye epi konplè de envestigasyon ou ak / oswa konseans / enfòmasyon ki gen rapò ak prezans (oswa absans) penti ak plon nan apatman an ak / oswa imèb la, ki enkli, men ki pa limite ak :
 - Sibstans nenpòt enspeksyon, envestigasyon oswa konesans / enfòmasyon ;
 - Non, adrès ak nimewo telefòn nenpòt moun / konpayi ki gen enfòmasyon ;
 - Dat (yo) lè w te fè envestigasyon sa yo oswa te pran konesans / enfòmasyon sa yo nan yon lòt fason ;
 - Yon deskripsiyon ki detaye epi konplè de tout etap ou te pran konsènan prezans penti ak plon nan apatman an ak / oswa nan imèb la (pa egzanp, tout enspeksyon ki pa idantifye pi wo yo ak / oswa eliminasyon danjè penti ak plon prezante a), ki enkli, men ki pa limite ak :
 - Sibstans tout aksyon ki pran oswa tout travay ki te fèt ;
 - Dat (yo) pou travay sa yo ;
 - Kiyès ki te fè ki travay (non, adrès, antrepriz, nimewo telefòn ak nimewo lisans moun ki te retire plon nan penti a) ;
 - Detay oswa aranjman pou relokasyon lokatè a pandan pwosesis eliminasyon plon an (ki enkli kikote yo te voye lokatè a, kòman yo te chanje apatman lokatè a, epi peman nenpòt depans ki asosye ak relokasyon sa a).

- 22. Si w reklame ke lokatè a te lakòz yo domaj nan apatman an ak / oswa nan imèb la, souplè dekri domaj la ak tout detay konplè ki posib, ki enkli, men ki pa limite ak :
 - a. Sibstans dòmaj sa yo ;
 - b. Poukisa w panse lokatè a te pwovoke dòmaj sa a ;
 - c. Ki reparasyon ki te fèt sou dòmaj sa yo, si te genyen, dat (yo) reparasyon sa yo te fèt, epi kou travay reparasyon sa yo ;
 - d. Non (yo), adrès (yo) ak nimewo telefòn (yo) de nenpòt moun ki gen konesans de yon dòmaj konsa ke lokatè a te swadizan fè a.
- 23. Si w reklame ke lokatè a te anpeche oswa te rann enspeksyon ak / oswa reparasyon nan apatman an difisil, pou chak tantatif pou enspekte oswa fè reparasyon yo, souplè dekri :
 - a. Dat tantatif la ;
 - b. Kòman epi kilè w te fè lokatè a konnen ou te konte vin enspekte apatman an ak / oswa fè reparasyon ladan 1 ;
 - c. Kisa lokatè a te di oswa deklare pou anpeche oswa rann enspekcyon an oswa reparasyon an difisil;
 - d. Non ak adrès nenpòt moun ki te preznan moman an ki gen enfòmasyon konsènan enjerans lokatè a nan pwoesisis enspekcyon an ak reparasyon a ; epi
 - e. Nenpòt pèt finansyè oswa lòt kalite pèt ki te sibi poutèt aksyon oswa mank aksyon lokatè a.
- 24. Si ou menm oswa nenpòt moun k ap aji nan non w te antre anndan apatman lokatè a pandan peryòd lokasyon an (oswa anvan lokasyon an nan objektif lwe bay / prepare apatman an pou lokatè a), souplè dekri kiyès ki te alenteryè apatman an, kilè, epi poukisa li te la.
- 25. Souplè dekri ak tout detay konplè ki posib ki travay antretyen ak jesyon apatman an ak / oswa imèb la ki te fèt pandan peryòd lokasyon an, ki enkli, men ki pa limite ak, non antrepriz jesyon an, idantite (ak non epi adrès la) de chak moun ki responsab, yon deskripsiyon de responsabilite chak moun, pandan konbyen tan li te aji antanke pèsonèl jesyon ak / oswa antretyen imèb la, ak fòmasyon / eksperyans / kalifikasyon pwofesyonèl li yo.

Depo Garanti a ak Kòb Lwaye Dènyè Mwa a

- 26. Si w te janm resevwa yon oswa plizyè peman pou yon depo garanti ak / oswa kòb lwaye dènyè mwa a nan men oswa nan non lokatè a, oubyen si w konnen ke lokatè a te fè yon peman konsa bay yon ansyen pwoprietè, souplè endike :
 - a. Montan chak peman epi si sete yon depo garanti oswa kòb lwaye pou mwa dènyè a ;
 - b. Dat chak peman te resevwa ;
 - c. Si w te bay lokatè a yon resi epi ki enfòmasyon ki te genyen sou resi a ;
 - d. Si w te mande lokatè a pou siyen yon deklarasyon konsènan kondisyon apatman an ;
 - e. Montan an, tit ak nimewo kont (yo), non (yo) ak adrès (yo) pou nenpòt bank kote depo sekirite ak / oswa kòb lwaye dènyè mwa a te depoze a, nimewo sekirite sosyal oswa nimewo idantifikasiyon fiskal pou moun ki kenbe fon yo, ak dat (yo) de depo inisyal nan yon bank epi de nenpòt transfè tou ;
 - f. Si depo garanti a te toujou gade nan yon kont anbank apa ki pwoteje kont kreditè, ansanm ak enfòmasyon ou baze repons ou sou li a ;
 - g. Si w te peye enterè lokatè a sou depo garanti a a / oswa kòb lwaye dènyè mwa a oswa si w te konsidere lajan sa a kòm yon kredi sou kòb lokatè a dwe a, epi si w te fè sa, kilè epi ki montan ; epi
 - h. Yon deskripsiyon detaye ak konplè de tout avi ou te bay lokatè a konsènan depo ak / oswa peman li te fè bay yon ansyen pwoprietè (yo), ki enkli dat avi sa (yo).

Sèvis minisipal

27. Si gen yon akò alekri ki egzije lokatè a pou l peye pou dlo, chòfaj, dlo cho ak / oswa kouran, souplè dekri sibstans akò a, dat akò a te fèt la, epi dat obligasyon pou peye pou yon sèvis konsa te kòmanse a (spesifye pou chak sèvis minisipal).
28. Si nenpòt nan sèvis minisipal lokatè a (dlo, gaz oswa kouran) te koupe, kanpe oswa si yo menase pou yo koupe / kanpe li (si se ou menm, konpayi sèvis minisipal la, oubyen yon lòt moun ki te di sa a), endike ki sèvis minisipal epi kilè, rezon ki fè yo koupe sèvis la oswa bay yon avi / menas pou koupe l la, epi kilè sèvis la te rekonekte.
29. Souplè dekri nenpòt kont pwopriyetè a genyen oswa te genyen pou itilizasyon sèvis minisipal nan espas komen yo (ki enkli dlo a ak egou yo) nan imèb la, ki enkli dat kont lan te tabli a, non konpayi sèvis minisipal la, nimewo kont lan, ak yon deskripsyon de zòn nan batiman an ki kouvri pa chak kont knosa.
30. Si lokatè a te responsab pou peye pou dlo, kouran oswa yon lòt sèvis minisipal ki andeyò apatman an nan nenpòt moman, ki enkli, men ki pa limite ak, koulwa yo, sousdol la, ak / oswa eksteryè imèb la, souplè dekri kisa lokatè a genyen kòm responsablite, si gen yon akò alekri ant pati yo ki reflete aranjman sa a, ansanm ak dat aranjman sa a te kòmanse.

Enfòmasyon Konsènan Pwopriyetè a

31. Souplè ekri tout pwopriyete, ki enkli pwopriyete ki enplike nan pwochè sa a, ke ou genyen oswa ke w te genyen nan nenpòt moman pandan lokatè a t ap viv nan apatman an (ki enkli tout pwopriyete ki nan men antite antite fidisyè oswa komèsyal ke w se manm ladan) epi *pou chak nan pwopriyete sa yo* :
 - a. Idantifye adrès la ;
 - b. Endike kantite apatman ki nan chak pwopriyete ; epi
 - c. Endike dat acha ak dat ou te genyen pwopriyete nan men w yo.
32. Si w se yon fidisi, souplè dekri fidisi a an detay, ki enkli, men ki pa limite ak :
 - a. Non ak kalite fidisi a ;
 - b. Non kiratè yo, epi tout chanjman onivo moun sa yo (ansanm ak dat ki pètinan yo) ;
 - c. Non benefisyè fidisi a, epi tout chanjman ki fèt onivo moun sa yo (ansanm ak dat ki pètinan yo).

Andikap

33. Souplè dekri an tout detay konesans ou, kwayans ou ak / oswa enfòmasyon, nan nenpòt moman atravè epi jiska dat lè w te reponn entewogasyon an, ke Lokatè a oswa yon moun ki rete lakay li te gen yon andikap mantal ak / oswa fizik, kèlkeswa nati andikap la, ki enkli men ki pa limite ak sibstans lan, ak enfòmasyon veridik ki sèvi kòm baz konesans, enfòmasyon ak / oswa kwayans lan (ki enkli, pa egzanp, rapò, obsèvasyon, ak komunikasyon avèk lòt moun).

34. Souplè dekri an detay nenpòt demann ki te fèt pa oswa nan non lokatè a oswa moun ki rete lakay li pou yon amènajman oswa yon lòt amènajman ki te déjà konsidere (pa egzanp, yon chanjman onivo règ yo oswa prensip yo, yon chanjman fizik nan apatman an, anilasyon yon degèpisman, oswa yon lòt kalite trètman espesyal) akòzde andikap li a, ki enkli, men ki pa limite ak :
- a. Kilè epi kòman lokatè a oswa lòt moun nan te mande w pou yon amènajman oswa yon lòt amènajman ki te déjà konsidere (parapò ak Repons Lokatè a oswa pa lantremiz yon lòt pwosesis);
 - b. Kisa li te mande pou w te fè oswa pa fè parapò ak andikap li a oswa yon lòt bagay ou te konsidere ; epi
 - c. Repons ou (ak / oswa konklizyon w).
35. Pou tout demann amènajman pou yon andikap ki fèt pa Lokatè a oswa yon lòt moun nan non li (oubyen yon moun ki rete lakay li), souplè dekri ak tout detay epi enfòmasyon ou genyen yo ansanm ak dat la epi sibstans demann sa (yo) ansanm ak dat epi sibstans repons ou (yo).
36. Si w te deklare ke amènajman yo te mande a oswa lòt amènajman ki ta va pèmèt Lokatè a ak / oswa moun ki rete laky la pou yo kontinye okipe Apatman an ta va manke rezònab ak / oswa ta va kreye yon chaj finansyè oswa administratif ki two lou pou w, souplè dekri jistifikasyon w pou w te fè deklarasyon sa a, ak otan detay ki posib.

Lalwa CARES

37. Si w resevwa èd nan men leta (ki enkli men ki pa limite ak pre labank ak yon to enterè ki ba, sibvansyon pou lokasyon oswa ipotèk la, HOME, ak / oswa kredi pou enpo yo) pou nenpòt nan apatman ki nan imèb la oswa devlòpman an kote apatman an lokalize a, souplè endike non pwogram èd leta a ansanm ak adrès ki kouvri anba pwogram sa a.
38. Souplè endike si gen yon lokatè nan imèb la ki gen yon koupon Seksyon 8 pou lokatè (a) nan moman aktyèl la epi (b) nan nenpòt moman depi 27 mas 2020.
39. Si imèb la gen yon ipotèk, souplè endike si se yon ipotèk ki garanti pa leta federal la oswa si w te jwenn yon abstansyon pou ipotèk la, epi si wi, pou ki dire.

Lòt

40. Si w te konnen oswa w te kwè ke lokatè a te asiste yon reyinyon lokatè oswa te patisipe nan yon òganizasyon lokatè, oubyen si w te resevwa yon korespondans oswa yon komunikasyon nan men lokatè a kote l di ke li fè pati yon òganizasyon lokatè, oubyen si l te depoze oswa menase pou l depoze yon pwosè jiridik oubyen yon plent kont ou, dekri aksyon sa yo epi endike kilè epi kòman w te vin okouran de sa.
41. Si lokatè a oswa ajans lan oswa moun nan te mande w pou w te aksepte yon sibvansyon oubyen yon lòt fòm èd finansyè andeyò lokasyon an (pa egzanp, Seksyon 8) oubyen pou w te ranpli nenpòt fòmilè ki gen rapò ak èd sa a pou yon otorite lòjman oubyen yon lòt ajans, souplè dekri demann sa a an detay, ki enkli, men ki pa limite ak :
- a. Kisa yo te mande w pou w te fè ;
 - b. Kilè ;
 - c. Kòman (aloral oswa alekri) demann nan te fèt la ;
 - d. Repons ou (ki enkli enfòmasyon ou te itilize kòm baz pou w te refize aksepte èd la).
42. Pou chak konvèsayon ou te fè avèk lokatè a konsènan rezon (yo) pou degèpisman an oswa ki gen rapò ak reklamasyon ou yo ak / oswa defans oubyen demann rekonzansyonèl lokatè a nan aksyon sa a, souplè endike kilè, kiyès ki te prezan, epi kisa yo te di.

43. Souplè endike sa w panse, si w konnen, valè jis *hwaye* mansyèl la sou mache a pou apatman an (pa egzanp, pou konbyen kòb ou te ka lwe apatman an si l nan bon kondisyon) pou chak ane lokatè a te okipe apatman an, epi dekri an detay poukisa w panse se sa.
44. Si imèb la oswa apatman lokatè a te konvèti nan yon kondominyòm oswa yon fòm pwopriyete kowoperatif, oubyen si gen yon entansyon pou fè sa, souplè endike :
- a. Kilè konvèsyon an te fêt oswa pral fêt ; epi
 - b. Sibstans ak dat lokatè a te resevwa enfòmasyon oswa avi, si l te resevwa yo, nan men pwopriyetè a oubyen nenpòt lòt moun oswa antite konsènan ki dwa lokatè a gen dwa genyen sou lwa pètinan konsènan degèpisman nan kad konvèsyon imèb an kondominyòm.
45. _____

46. _____

DEMANN DOKIMAN
Kwoche tout bwat ki aplike yo

Lokasyon ak Tèminezon

1. Tout dokiman ki gen rapò ak lokasyon apatman an ak / oswa lokasyon an, ki enkli, men ki pa limite ak, aplikasyon lokasyon, verifikasyon kredi, referans, kontra lokasyon oswa lòt akò alekri ki te fèt ant pwopriyetè a ak lokatè a, epi annèks, chanjman oswa renovasyon ki te fèt onivo kontra lokasyon an.
2. Tout dokiman ki gen rapò ak konpozisyon fanmi oubyen gwoup moun ki rete lakay lokatè a (pa egzanp, idantite tout moun ki rete oswa ki te rete nan apatman an nan nenpòt moman).
3. Tout lèt ak lòt komunikasyon ekri ki te fèt ant pwopriyetè a ak lokatè a.
4. Tout dosye ekri ke pwopriyetè a te kenbe konsènan peman pou lwaye / itilizasyon ak okipasyon ki te fèt pa oswa nan non lokatè a.
5. Tout dosye ekri ke pwopriyetè a te kenbe konsènan peman pou chaj ki pa lwaye / itilizasyon ak okipasyon ki te fèt pa oswa nan non lokatè a.
6. Tout dokiman ke w te resevwa nan men nenpòt predezesè nan enterè (yon moun oswa yon antrepriz ki sete pwopriyetè imèb la anvan ou men) ki gen rapò ak imèb la, ki enkli, men ki pa limite ak, dokiman konsènan :
 - a. Kondisyon batiman an ;
 - b. Lokasyon inite nan batiman an ;
 - c. Asinyasyon dwa / obligasyon ; ak
 - d. Yon depo garanti ak / oswa kòb lwaye dènyè mwa a pou apatman lokatè a.
7. Tout dokiman ki gen rapò ak acha, refinansman, ipotèk, vant, maketin ak / oswa asirans apatman an / imèb la ke pwopriyetè a te fè a, ki enkli, men ki pa limite ak, rapò enspeksyon ak lòt obsèvasyon / evalyasyon, akò acha ak vant (ansanm ak lòt dokiman ki gen rapò ak acha / vant), akò koutye oswa lòt akò maketin, ak lòt dokiman konsa.
8. Tout Avi pou Kite ke pwopriyetè a te janm sèvi bay lokatè a oswa bay yon ajans k ap founi yon sibvansyon pou lokatè a epi akize resepsyon an pou chak avi.
9. Kòpi tout dokiman ki te sèvi ansanm ak Avi pou Kite a nan pwosè sa a, ki enkli men ki pa limite ak tout dokiman ki te sèvi annakò ak **Seksyon 1(a) de St. 2020, c. 257, jan li amande pa St. 2021, c. 20.**
10. Yon kòpi demann pou parèt ak plent lan ki depoze ansanm ak aksyon sa a, ansanm ak nenpòt akize de resepsyon ak tout Afidavi ki depoze oprè de tribinal la.
11. Tout dokiman ki gen rapò ak tout plent ki te resevwa nan men tout sous konsènan lokatè a ak / oswa moun ki rete lakay lokatè a oswa envite li yo.
12. Tout dokiman ki gen rapò ak peman charitab oswa peman yon pati tyè te fè onon lokatè a, ki enkli, men ki pa limite ak, gaz / preparasyon kay la pou sezon ivè a, lwaye ak / oswa lòt fòm èd.

13. Tout dokiman ki gen rapò ak Depatman Èd Tranzisyonèl (DTA), ki enkli, men ki pa limite ak :
 - a. Peman lwaye areyrè yo ;
 - b. Peman lokasyon "vandè" yo ki fèt pa lokatè a atravè DTA ; oswa
 - c. Lòt èd ki konsènen lokatè a (pa egzanp, aplikasyon, akò, fakti, chèk oswa lòt dokiman).
14. Tout dokiman ki gen rapò nan nepòt fason avèk rezon w genyen pou w fè yon degèpisman kont lokatè a.
15. Tout dokiman ki gen rapò nan nenpòt fason avèk reklamasyon pwopriyetè a ak / oswa defans oubyen demann rekolvansyonèl lokatè yo (nan mezi yo pa adrese yon lòt kote nan repons ou te fè pou demann dokiman sa yo).
16. Tout dokiman ou konte prezante pandan pwosè a.

Kay Leta ak Kay Sibvansyone / Èd Leta

17. Tout dokiman ekri konsènan kalite oswa nati egzak de tout sibvansyon lokasyon ki atache ak imèb la oswa ki enplike nan kondisyon lokasyon an.
18. Tout dokiman ki gen rapò ak demann pou w te aksepte yon sibvansyon, aryerye pou lwaye oswa lòt èd finansyè pou ede lokatè a ak lwaye a oubyen ak lokasyon an epi repons ou te bay là, si genyen.
19. Tout dokiman konsènan detèminasyon lwaye lokatè a, detèminasyon lwaye kontra a, ak / oswa resètfikasyon kay lokatè a.
20. Tout dokiman ki nan tout dosye sou lokatè a ke pwopriyetè a oswa jeran an kenbe pou lokatè a.
21. Tout dokiman konsènan tout demann ou te fè pou yon ogmantasyon nan lwaye kontra a ansanm ak repons pou demann sa a nan men lokatè a ak / oswa ajans lan k ap jere sibvansyon lokatè a.
22. Tout dokiman ki gen rapò ak tout konferans enfòmèl ak / oswa odyans doleyans pandan peryòd lokasyon an.
23. Tout lèt oswa lòt komunikasyon alekri ki te fèt ant pwopriyetè a ansanm ak tout otorite lòjman, DHCD, MassHousing, HUD ak nenpòt lòt ajans pètinan konsènan lokatè a oswa apatman an.
24. Tout dokiman konsènan kondisyon oswa restriksyon sou utilizasyon pou apatman an ak / oswa imèb la ki gen rapò ak fason ou menm (oswa predesesè ou) te resevwa tout fòm èd nan men leta a, ki enkli, men ki pa limite ak, pre ak yon to enterè ki ba, sibvansyon, kredi pou enpo, èd pou retire plon nan penti a ak / oswa èd pou reyabilite penti a, ak lòt fòm èd konsa.

Pwoblèm ki genyen ak Apatman an / Batman an

25. Tout dokiman ki pou mete lokatè a okouran de enspeksyon ak / oswa reparasyon ki fèt onivo apatman an oswa batiman an.
26. Tout foto, vidéyo ak / oswa imaj nimerik ki fèt de apatman lokatè a oswa imèb la nan nenpòt moman pandan peryòd lokasyon an, oswa jiska 2 semèn anvan lokatè a te antre nan kay la.

- 27. Tout dokiman ki gen rapò ak yon enspeksyon pou twouve plon nan penti a oubyen prezans plon nan penti a nan nenpòt moman nan apatman lokatè a ak / oswa nan imèb la, ki enkli, men ki pa limite ak, avi yo te voye bay nenpòt lokatè nan imèb la, avi nan men nenpòt ajans konsènan penti ak plon, epi dokiman ki gen rapò ak enspeksyon pou twouve plon nan penti a, verifikasyon de rediksyon nivo plon nan penti a ak / oswa kontwòl penti ak plon, epi relokasyon lokatè a.
- 28. Tout dokiman konsènan kondisyon nan apatman lokatè a ak / oswa nan espas komen yo oswa nan sistèm imèb la yo, ki enkli plent, rapò enspeksyon epi demann reparasyon pa lokatè a oswa pa nenpòt lòt moun oswa ajans.
- 29. Tout dokiman ki gen rapò ak reparasyon apatman an ak / oswa espas komen yo oswa sistèm ki nan imèb la, ki enkli, men ki pa limite ak, fakti, estimasyon, bil, òd travay, resi ak rejis peman.
- 30. Tout dokiman ki gen rapò ak baz opinyon pwopriyetè a konsènan valè jis *lwaye mansyèl* apatman an sou mache a.

Lòt

- 31. Tout dokiman konsènan depo garanti lokatè a ak / oswa lwaye dènyè mwa a, ki enkli, men ki pa limite ak, resi, rejis oswa relve bankè, dokiman ki reflete si yon depo garanti te / gen tan pwoteje kont kreditè, avi ou te voye bay lokatè a konsènan depo a / peman an, yon deklarasyon kondisyon, ak dokiman ki gen rapò ak peman an ak / oswa alokasyon enterè yo bay lokatè a.
- 32. Tout dokiman konsènan kiyès ki responsab ou ki te responsab nan nenpòt moman pandan lokatè a te okipe apatman an pou peye fakti dlo, egou, dlo cho, kouran ak / oswa lòt sèvis minisipal nan apatman an.
- 33. Tout dokiman konsènan menas tèminezon oswa tèminezon reyèl ak / oswa rekoneksyon sèvis piblik yo (ki enkli dlo ak egou, kouran ak / oswa gaz) nan apatman an ak / oswa nan imèb la.
- 34. Tout dokiman konsènan kont ke pwopriyetè a genyen oswa te genyen pou dlo oswa itilizasyon lòt sèvis minisipal nan espas komen yo nan imèb la.
- 35. Tout dokiman konsènan responsablite lokatè a pou peye pou tout dlo, kouran oswa lòt sèvis minisipal andeyò apatman an, ki enkli, men ki pa limite ak, koulwa, sousòl ak / oswa eksteryè batiman an nan nenpòt moman panda peryòd lokatè a te okipe apatman an.
- 36. Tout dokiman konsènan andikap lokatè a oswa moun ki rete lakay li a ak / oswa demann li te fè pou yon amènajman (pa egzanp, yon chanjman nan règ oswa prensip yo, yon chanjman fizik nan apatman an ak / oswa nan espas komen yo, elatriye) ke lokatè a oswa nenpòt moun te fè nan non li bay ou **ansanm ak** repons ou te bay pou demann sa a, epi nenpòt òf pou yon amènajman rezònab ke w te fè andeyò de kad sa a bay lokatè a oswa yon lòt moun lakay li.
- 37. Tout dokiman ki pwouve oswa ki konsènen lefèt ke tout demann pou yon amènajman ki te fèt pa oswa nan non lokatè a oswa yon lòt moun lakay li ta va konstitye yon chaj finansyè oswa administratif ki twou lou pou pwopriyetè a.
- 38. Totu dokiman ki pwouve oswa ki konsènen lefèt ke tout demann pou yon amènajman ki te fèt pa oswa nan non Lokatè a ta va konsidere kòm pa rezònab sou yon lòt baz.
- 39. Tout dokiman ki gen rapò ak politik pwopriyetè a konsènan moun ki gen andikap ki gen ladan tout plan oswa politik konsènan amènajman ki rezònab yo, tout attachman ak / oswa annèks, epi tout fòmilè oswa renonsyasyon dwa ki itilize anrapò ak politik sa yo.

40. Tout dokiman ki gen rapò ak politik aksè lengwistik ou a pou lokatè ki gen yon Nivo Limite ann Anglè.
41. Tout dokiman konsènan tout ensidan vyolans domestik ki te fèt kont lokatè a oswa yon moun ki lakay li anndan apatman an ki enkli men ki pa limite ak konsta lapolis te fè, òdònans restriktif, demann pou chanje seri yo pou rezon sekirite ak / oswa tèminezon kontra lokasyon oswa akò lokasyon an anvan lè.
42. Tout dokiman ki gen rapò nan nenpòt fason ak plent lokatè a te fè de asèlman seksyèl.
43. Tout dokiman ki gen rapò ak konpòtman lokatè a oswa moun ki lakay li a pandan peryòd li te okipe Apatman an ke w konsidere kòm yon vyolasyon kontra a oswa kondisyon lokasyon an ki pa t prezante déjà kòm repons ak yon lòt demann.
44. Tout dokiman konsènan yon konvèsyon reyèl oswa pwopoze de imèb la oswa apatman an nan kondominyòm oswa pwopriyete kolektif.
45. Tout dokiman konsènan asirans dife, pwopriyete ak / oswa responsablitè pou apatman an / imèb la, ki enkli, men ki pa limite ak, politik, egzijans, kontra, akò, bon, koupon, avi, korespondans ak avi ou te voye bay asirè ou pou reklamasyon konsènan apatman an ak / oswa imèb la.
46. Tout dokiman konsènan jesyon apatman an ak / oswa imèb la (ki enkli kontra jesyon ki aplikab (yo) pandan peryòd lokatè a te okipe apatman an ansanm ak nenpòt lòt dokiman jesyon konsènan lokasyon an).
47. Tout dokiman konsènan antretyen apatman an ak / oswa imèb la parapò ak lokasyon an.
48. Tout dokiman konsènan pwosè jiridik oswa plent ki gen rapò ak apatman an ak / oswa imèb la ak / oswa ki enplike pwopriyetè a ak lokatè a.
49. Tout dokiman ki gen rapò ak kalite epi eta ipotèk imèb la ki enkli men ki pa limite ak lefèt ke se yon ipotèk ki garanti pa leta federal la ou non ansanm ak nenpòt abstansyon ki te fèt pou ipotèk la pandan 2020.

50. _____

51. _____

Fòmiliè sa a se pou referans ou sèlman. Pa remèt li bay tribinal la.

Mwen sètifye ak dokiman sa a ke mwen te livre oswa voye pa lapòs oswa voye pa imèl (*kwoche youn nan yo*) yon kòpi de demann Dekouvèt sa a bay pwopriyetè mwen an [ki te bay konsantman li pou resevwa li pa imèl] oswa bay avoka yo a (ki gen egzijans pou l aksepte resevwa dokiman an pa imèl) nan dat

_____ (*date*).

Siyati Lokatè a

Siyati Lokatè a

Non Lokatè a (*alekri*)

Non Lokatè a (*alekri*)

Adrès

Adrès

Vil	Eta	Kòd Postal
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Vil	Eta	Kòd Postal
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Nimewo Telefòn

Nimewo Telefòn

Imèl (si genyen)

Imèl (si genyen)

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:
 - a. the identity of other persons with information about the questions asked (including expert witnesses you intend to have testify at trial); and/or
 - b. 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:
- a. His/her name, current (or last known) address and telephone number;
 - b. His/her relationship or affiliation with the landlord (employee, contractor, relative, etc.);
 - c. The substance of the information known to such person; and
 - d. The expert training/qualifications of such person, if any.
8. For each person you intend to call as a witness at trial, please state:
- a. His/her name, current (or last known) address, and current (or last known) telephone number;
 - b. An overview of their anticipated testimony; and
 - c. 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:
- 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 tenant's response, if any.

Public and Subsidized Housing

14. If the tenant receives a subsidy or lives in a subsidized unit, please state:
- a. The name of the subsidy program and the administering agency;
 - b. The full contract rent under the subsidy program;
 - c. The tenant's portion of the rent; and
 - d. 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:
- a. The date;
 - b. The name, address, and telephone number of the person or agency who/that performed it;
 - c. When you received or became aware of the inspection, assessment or evaluation;
 - d. The contents thereof, stating specifically what problems or conditions were noted; and
 - e. 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. A description of each inspection and/or repair;
 - b. 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);
 - c. The date of each inspection and/or repair;
 - d. The name, address, and telephone number of the company/person who made each inspection and/or repair; and
 - e. The cost of each repair, if applicable.
 - f. 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. 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:
 - i. The substance of any inspections, investigation or knowledge/information;
 - ii. The name, address, and telephone number of any person/company with information;
 - iii. The date(s) that you conducted such investigation or otherwise acquired such knowledge/information;
 - b. 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:
 - i. The substance of all action taken or work performed;
 - ii. The date(s) thereof;
 - iii. Who did what work (name, address, company, telephone number, and license number of the deleader);
 - iv. 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

Tenant's Name (*print*)

Address

City State Zip

Telephone Number

Email (if any)

Signature of Tenant

Tenant's Name (*print*)

Address

City State Zip

Telephone Number

Email (if any)

Egzije yon Dekouvèt

Si pwopriyetè ou pa reponn ak Dekouvèt ou, depoze yon Mosyon pou Egzije

Pwopriyetè ou gen **10 jou** apati dat li resevwa Dekouvèt ou a pou l reponn kesyon ou yo epi pou l ba w dokiman ou te mande yo.

Si l **pa** reponn ou oswa si l pa ba w enfòmasyon oswa dokiman ou bezwen yo nan yon delè 10 jou, oubyen si l konteste Dekouvèt ou a, ou ka depoze **fòmilè Mosyon pou Egize a ki nan livre a.**

Ou gen **5 jou ouvrab** apati dat pwopriyetè ou dwe remèt repons li a pou w depoze Mosyon pou Egzije ou a.

Kilè m sipoze depoze yon Mosyon pou Egzije ?

Pou w konnen kilè pou w depoze epi sèvi Mosyon pou Egzije ou a, ranpli 3 dat swivan sa yo :

1. _____ = Dat pwopriyetè ou a te resevwa demann dekouvèt ou yo
2. _____ = **10 jou kalandriye** apre pwopriyetè ou a te resevwa demann dekouvèt ou yo. Sa a se dat limit pwopriyetè ou a genyen pou l reponn nan.
3. _____ = **5 jou ouvrab aprè dat limit pwopriyetè ou a genyen pou l reponn. Sa a se dat limit ou pou w depoze Mosyon pou Egzije Dekouvèt la**

Kisa tribinal la ka fè ?

Nan Mosyon pou Egzije ou a, ou ka mande jij la pou l :

- Egzije pwopriyetè a pou l ba w repons konplè ak demann Dekouvèt ou yo epi mete pwosè a sou atant jiskaske pwopriyetè a ba w repons ak demann Dekouvèt ou yo.
- Kanpe oswa "anile" pwosè pwopriyetè a epi fè yon jijman ki an favè ou.
- Anpeche pwopriyetè a pou l pa ka bay tribinal la enfòmasyon oswa evidans ki gen rapò ak defans ou yo oubyen demann rekondansyonèl ou yo.

Ranpli epi depoze fòmilè Mosyon pou Egzije Dekouvèt ou a

Si pwosè w depoze oprè Tribunal Lòjman anepi repos pwopriyetè ou te fè ak Dekouvèt ou yo pa t konplè, mande grefye tribunal la si Tribunal Lòjman an gen nenpòt egzijans espesyal si w ta renmen depoze yon **Mosyon pou Egzije**.

Enpòtan : Ou dwe voye fòmilè a bay tribunal la ansanm ak pwopriyetè ou oswa avoka li a nan mwens ke **5 jou ouvrab** apati dat pwopriyetè ou a te sipoze reponn ak Dekouvèt ou a.

Ranpli espas yo anlè mosyon an menm jan ou te fè pou fòmilè **Repons** ak **Dekouvèt** ou yo.

1. Ekri dat ou te voye Dekouvèt ou pa lapòs, te livre l alamen, oswa te remèt li pa imèl bay pwopriyetè ou a oswa avoka li a. Kopye enfòmasyon sa a nan dènyè paj Dekouvèt ou a.
2. Kwoche bwat ki koresponn ak rezon ki fè w ap depoze Mosyon sa a.
3. Anba fòmilè a, kwoche bwat ki koresponn ak fason ke w konte voye mosyon an bay pwopriyetè ou a oswa avoka li a.
4. Ekri dat la, non w, adrès ou ak nimewo telefòn ou. Siyen mosyon an.
5. Fè 2 kòpi.
 - Depoze fòmilè orijinèl la avèk tribunal la. Rele grefye a anvan w depoze fòmilè a epi mande yo ki pi bon fason pou fè depo a. Ou kapab :
 - ✓ Livre l nan biwo grefye a fizikman. Si w livre l alamen nan tribunal la, mande tribunal la pou mete tenb dat la sou kòpi pa w la pou w ka gen prèv ke w te depoze l alè.
 - ✓ Voye l bay tribunal la elektwonikman. Itilize sistèm depo vityèl tribunal la oswa rele yo epi mande tribunal la si w ka voye yon imèl ba yo. **Sa a se pi bon fason an si w ka fè 1 !**
 - ✓ Pa voye l pa lapòs. Pa gen ase tan pou sa.
 - Livre yon **kòpi** fòmilè ou yo bay avoka pwopriyetè ou a oswa bay pwopriyetè ou a. 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 :
 - ✓ Ou ka remèt li alamen oswa voye l pa imèl bay avoka pwopriyetè ou. Adrès imèl avoka a afiche anba fòmilè Demann pou Parèt ak Plent lan. Si pwopriyetè ou pa gen yon avoka ou pral bezwen yon akò alekri nan men pwopriyetè ou ki di ke yo aksepte pou resevwa mosyon ou pa imèl. **Li enpòtan pou remèt fòmilè sa a alamen oswa voye l pa imèl**, paske lapòs la gen dwa pran twòp tan.
 - **Konsève yon kòpi** pou tèt pa w. Gade l nan yon espas ki sekirize epi pòte l avè w lè w ale nan tribunal la.

Prepare pou tribinal la

Tribinal la pral voye yon lèt ba w ki pou fè w konnen dat ak lè odyans lan pou **Mosyon pou Egzije Dekouvèt ou a**.

Lè yo rele pwosè pa w la, di grefye a ke w te depoze yon **Mosyon pou Egzije Dekouvèt**. Lè w ale devan jij la, **di jij la ke w te mande yon Dekouvèt**, epi ke pwopriyetè ou a **pa t reponn ou**, oswa repons li a pa t konplè. Di jij la poukisa w bezwen enfòmasyon ou te mande yo.

Ou ka mande jij la pou l fè youn nan plizyè bagay, tankou :

- Egzije pwopriyetè a pou l ba w repons konplè ak demann ou te fè nan Dekouvèt ou a epi mete pwosè a ann atant jiskaske pwopriyetè a ba w repons ak demann ou te fè nan Dekouvèt ou a.
- Kanpe oswa "anile" pwosè pwopriyetè a epi fè yon jijman ki an favè ou.
- Anpeche pwopriyetè a pou l pa ka bay tribinal la enfòmasyon oswa evidans ki gen rapò ak defans ou yo oubyen demann rekolvansyonèl ou yo.

Si w genyen mosyon sa a epi jij la egzije pwopriyetè ou a pou l reponnkesyon w yo epi ba w tout dokiman ou te mande nan Dekouvèt ou a, se pwobab pou jij la ta mete pwosè degèpisman ou ann atant tou.

Si w pèdi mosyon sa a, odyans ou pou pwosè a gen dwa fèt menm jou sa a. Men ou ka mande jij la pou l repòte l pou yon lòt jou. Si w pèdi pandan pwosè a, ou gen dwa gen yon dwa pou w fè yon apèl, pou w mande jij la pou ba w plis tan pou w demenaje, oswa toulede bagay sa yo.
Gade [Livre 7 : Apèl](#) ak [Livre 8 : Rete](#).

ETA MASSACHUSETTS TRIBINAL PWOSÈ

a. _____, ss :
Konte

b. _____
Dat Pwosè ki Ranvwaye a

c. _____
Plenyan (yo) - Pwopriyetè (yo)

vs.

d. _____
Defandè (yo) - Lokatè (yo)

e. _____
Non Tribunal la

f. _____
Nimewo Dosye a Pwosesis Rezime a

MOSYON POU METE AN VIGÈ OSWA EGZIJE DEKOUVÈT LA

Pou Grefye a : Souplè pwograme yon odyans pou mosyon sa a. Lokatè-Defandè a ap chèche yon miz an vigè de Dekouvèt la sou Règ Pwosesis Rezime Inifòm 7(d). Pou sipòte sa a, Lokatè a deklare :

1. Nan _____ (*dat*), Lokatè a te depoze oprè de Tribinal la epi te livre oswa te voye pa lapòs (*mete yon sèk sou opsyon korèk la*) yon Demann Dekouvèt bay pwopriyetè a.
2. Pwopriyetè a (*kwoche tout bwat ki aplike yo*):
 pa t reponn ak okenn kesyon. pa t ban mwen okenn dokiman mwen te mande.
 pa t reponn kesyon yo konplètman. pa t ban m tout dokiman mwen te mande yo.
 te konteste kèk demann mwen te fè nan dekovèt la epi mwen pa dakò ak kontestasyon an.
3. Se poutèt sa a, Lokatè a mande pou Tribinal la fè yon òdònans (*kwoche bwat ki aplike yo*) :
 Pou Egzije Pwopriyetè a pou l reponn ak kesyon yo konplètman an epi pou l bay repons li ak Dekouvèt la pa plis ke 1 semèn aprè odyans mosyon sa a, epi pou kontinye pwosè a (oswa pre-pwosè a si yon demann te fèt pou yon pwosè ak yon jirè) jiska omwen 1 semèn aprè Lokatè a resevwa repons yo. USPR 7(e).
 Anile pwosè a epi fè yon Jijman ki an favè Lokatè a.
 Anpeche Pwopriyetè a pou l pa prezante evidans ki kont deklarasyon ak defans Lokatè a yo.
 Akòde nenpòt lòt fòm èd bay Lokatè a ki gen dwa jis epi nesesè.
4. Mwen sètifye ak dokiman sa a ke mwen te livre alamen / voye pa lapòs (*kwoche sa ki korèk la*) yon kòpi Mosyon Dekouvèt la bay pwopriyetè mwen an oswa bay avoka li a nan dat _____ (*dat*).

Siyati Lokatè a

Non Lokatè a (*alekri*)

Adrès

Vil Eta Kòd Postal

Nimewo telefòn Imèl (si genyen)

Siyati Lokatè a

Non Lokatè a (*alekri*)

Adrès

Vil Eta Kòd Postal

Nimewo telefòn Imèl (si genyen)

**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)