

The Answer

Representing Yourself in an Eviction

Facing eviction? File an Answer

When you get a **Summary Process Summons and Complaint**, file your Answer as soon as you can.

Use the Answer to:

- Defend your rights,
- Explain to the judge why your landlord should not evict you, and
- Tell the judge what the landlord did wrong.

Print this booklet and follow the instructions to complete your Answer.

Or use the Massachusetts Defense for Eviction (MADE) free online Answer form tool: GBLS.org/MADE

Try to get legal help

This booklet does not take the place of a lawyer.

Try to get a lawyer. See MassLegalHelp.org/find-legal-aid

Some Legal Services offices in Massachusetts have clinics that can help you with your Answer. Contact your local legal services program to find out more about these clinics.

Some courts have a **Lawyer for a Day** program. The program offers free legal advice on your court day.

Start your Answer so you can get it to the court and your landlord by the deadline

You must get your Answer to the court and your landlord's lawyer, by the deadline. **If you are not sure when your Answer is due, call the [court clerk](#).**

If your landlord does not have a lawyer, you need to get a copy to your landlord by the deadline. If your case is in:

- **Housing Court**, the deadline is on or before 3 business days before the date of the “Housing Specialist Status Conference.” This is the “First-Tier Court Event.”
- **District Court or Boston Municipal Court**, the deadline is on or before 3 business days before the date of the “Case Management Conference.”

The court that is hearing your case sends you a notice that tells you the date of your first hearing and the deadline for filing your Answer. The court mails you the notice shortly after you get the **Summary Process Summons and Complaint**.

The court and your landlord must get your Answer on or before 3 business days before your first court date. **Do not mail it. See below about how to get your Answer to the court and the landlord on time.**

What do I put in my Answer?

All the basic facts about the case like names and addresses go on the first page of the Answer.

All your **defenses and counterclaims** take up most of the Answer. This booklet includes basic **defenses** and **counterclaims**.

- **Defenses** are the legal reasons your landlord should not evict you. For example, the landlord is evicting you because you did not pay the rent, but you did pay it.
- **Counterclaims** are your claims against your landlord. For example, you may claim the landlord owes you money because they broke the law. Or, you may ask the court to order your landlord to fix your heat or stop locking you out of common areas.

The Answer form helps you figure out if you can file counterclaims as you go through the form. See, [Legal Defenses and Counterclaims](#).

You may have claims that are not listed on this form. The form has blank space to add other claims.

You also use the Answer to tell the judge and the landlord what **you** need.

On the last page of the Answer form, give the court at least one way to contact you. Put in your address and any phone numbers and email you use.

What can I do if I miss the Answer deadline?

If you do not file your Answer by the deadline, file a *Motion for Leave to File Answer Late*. Use **Booklet 3A: Motion to File Answer Late**. Explain the reason you could not file on time. Attach your completed Answer form to the Motion.

Transferring your case to Housing Court

The **Summons and Complaint** tells you the court that is hearing your case.

If your case is in District Court or the BMC, you can transfer your case to the Housing Court. Housing Courts have more resources to help tenants.

If you transfer your case to Housing Court, file your Answer in the District Court or BMC where the case was filed. Use **Booklet 5: Transfer**.

Fill out the Answer form as soon as you can

The letters and numbers in these directions match those on the form.

Fill out the top of the Answer form

- a. Copy the county from the top left corner of the Summons and Complaint.
- b. You do not need to put anything in b. The court decides your first court date and should mail you a notice of this date.
- c. Copy your landlord's name from the Summons and Complaint.
- d. Write your name just as it is written on the Summons and Complaint. If your name is listed incorrectly, you can ask the court to fix it later. But if you do not copy your name exactly how it is on the Summons and Complaint, the clerk's office may not file your Answer form correctly.
- e. Copy the name of the court from the upper-right-hand corner of the Summons and Complaint.
- f. Fill in the Docket Number, if you know it. The Docket Number is the number the court gives your case. The Summons and Complaint may have the docket number in the top right corner, or you can ask the court for the number. But it is also ok to leave this space blank.

After you fill out the Answer form, go back to the top of the Answer and check "Counterclaims" if you checked any boxes between 32 and 67 in the Answer form.

You must claim your right to a jury trial on or before your Answer deadline or you lose that right. If you claim a jury trial but change your mind later, the other party must agree with you to change the trial to one with a judge. Think about whether you want a jury to hear your case rather than a judge. To help you think about asking for a jury trial see the **Note** under Filing your Answer in [Fighting an Eviction in court](#). If you want a Jury Trial:

- On the first page of the Answer, check the box "With Jury Trial Request" and
- On the last page of the form also check off "I claim my right to a trial by jury".

Fill out the facts, defenses and counterclaims for your case

Facts

Fill in the facts and check the boxes in 1-8 that are true for you in the facts section.

Check the boxes in the Defenses and Counterclaims sections

Paragraph 9 in this Answer form begins a list of common defenses and counterclaims that tenants use to stop an eviction. Check the boxes next to the defenses and counterclaims that are true in your situation. If you do not check the box now, you will need to ask the judge to add a defense or counterclaim later.

- If you are being evicted for nonpayment of rent, you can check defenses and counterclaims boxes 32-67 that are true in your situation.
- If you are being evicted for a reason that is not your fault, you can check defenses and counterclaims boxes 32-67 that are true in your situation.
- If you are being evicted for something the landlord says you did wrong, like destroying property or disturbing a neighbor (called a “fault eviction”) you may not be able to bring counterclaims.
- If you are a former owner and the plaintiff did not foreclose on the property properly, you can check counterclaims boxes 47-67 that are true in your situation to challenge the eviction.

What I want the court to do

At the end of the Answer form, check off the boxes and tell the court what you need.

Do you need any information or proof from the landlord to help make your case?

When you are preparing for your case, you may need information that only your landlord has. **Discovery** is the court process that helps you get the information you need from your landlord. When you file your Answer, you can also file Discovery forms. You have the right to ask for **Discovery**.

To ask for Discovery in your case, see **Booklet 4: Discovery**.

Deliver your Answer form and Discovery

If you are asking for Discovery, file the Discovery forms when you file your Answer with the court.

- Separate the instructions from the Answer form in this booklet.
- Make 2 copies of the Answer form. If you are filing a Discovery form make 2 copies of that form also.
- File the **original, signed Answer and Discovery** with the court by the Answer deadline. **Call the clerk before you file and ask them what the best way is to file.** You can:
 - Take it to the clerk’s office. If you hand-deliver to the court, ask the court to stamp the date on your copy so you have proof that you filed it on time.

- Send it to the court electronically. Use the court’s online filing system or call and ask the court if you can email them. This is the best way if you can do it!
- Mail it, but **only** if it is at least a week before the deadline to ensure that it arrives by the deadline. Mail is slow and not reliable.
- Deliver a **copy** of your Answer and Discovery to your landlord’s lawyer or your landlord by the Answer deadline. Look at the right side of the Summons and Complaint. If there is a number on the “BBO#” line, your landlord has a lawyer. To deliver a copy, you can:
 - **Hand-deliver** it to your landlord's lawyer or your landlord.
 - **E-mail it.** Your landlord’s **lawyer** must accept the copy you email them. You can find their email at the bottom of the Summons and Complaint. If your **landlord doesn’t have a lawyer**, ask your landlord if they will accept your Answer and Discovery by email. If they agree **in writing** in an email or text, you can email it. If your landlord does not agree, you must get it to them a different way.
 - **Fax it.** You can fax your landlord’s lawyer or your landlord, but only if they agree in writing to accept it by fax. If they do not agree, you must get a copy to them in a different way.
 - Mail it, but **ONLY** if it is at least a week before the deadline to ensure that they arrive by the deadline. Mail is slow and not reliable.
- Keep your copy of your Answer and Discovery safe. Bring it with you when you go to court.

Get ready for court

Congratulations on getting your court papers completed and filed. Now make sure you are ready for court. Read **Booklet 1: Protecting Yourself in an Eviction**. It will give you a useful checklist about what to bring to court.

ANSWER FORM
COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

a. _____ ss: _____ e. _____
County Name of Court

f. _____
Docket No. Summary Process

b. Trial Date

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

c. _____
Plaintiff(s) – Landlord(s)

vs.

d. _____
Defendant(s) – Tenants(s)

SUMMARY PROCESS ANSWER

- COUNTERCLAIMS
- WITH JURY TRIAL REQUEST

Facts

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

Defense

Tenancy Not Properly Terminated and/or Case Not Properly Brought

Mass. Gen. Laws, c. 186, §§11-13, 17

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

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

Defense

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

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

Defense

Retaliation

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

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

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

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

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

Defense

Discrimination

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

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

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

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

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

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

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

Sexual Harassment

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

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

Defense

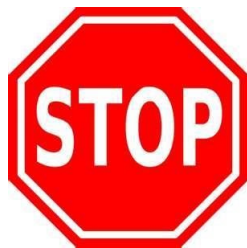
Tenant Not Responsible for Alleged Behavior

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

Defense

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

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



**READ
THIS
BOX**



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

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

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

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

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

Bad Conditions in My Home and Other Claims

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

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

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

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

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

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

Defense & Counterclaim

Violation of the Security Deposit Law

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

34. I paid a security deposit of \$ _____ to my current / former *(check which one)* landlord.

35. The landlord violated the security deposit law in the following way(s):

- Charging more than 1 month's rent for the deposit, *allowing me 3 times the deposit and interest required by law.*
- Not putting the deposit in a separate bank account, *allowing me 3 times the deposit and interest required by law.*

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

Defense & Counterclaim

Last Month's Rent

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

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

Defense & Counterclaim

Or Offset to Any Claim for Use and Occupancy

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

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

37. The landlord did the following:
- Did not provide adequate heat.
 - Did not provide adequate hot water.
 - Did not pay for utilities that were the landlord's responsibility.
 - Shut off my utilities.
 - Locked me out of my home.
 - Put my possessions out without a court order.
 - Allowed bad conditions to exist in my home.
 - Entered my home without my permission and/or notice.
 - Interfered with my right to enjoy my home in other ways by:
_____.

38. I have been billed for heat, hot water, electricity and/or gas and the landlord and I did not have a *written* agreement requiring me to pay for these utilities. I request that the landlord promptly start paying for such utilities. This defense and counterclaim entitles me to damages under G.L. c. 186, §14, and c. 93A. See also Mass. Sanitary Code, 105 CMR 410.354.

39. I have been billed for gas, oil and/or electricity that go to other people's apartments or common areas (such as hallways, stairways, basements, or porches). This defense and counterclaim entitles me to damages under G.L. c. 186, §14, and/or c. 93A. See also Mass. Sanitary Code, 105 CMR 410.354.

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

Defense & Counterclaim

Rent Liability in Public and Subsidized Housing

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

Defense & Counterclaim

Or Offset to Any Claim for Use and Occupancy

Violation of the Consumer Protection Law

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

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

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

Defense

Case Should be Continued for Determination of Available Rental Assistance

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

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

Other Defenses & Counterclaims

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

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

Evictions after Foreclosure

Defenses & Counterclaims

For Tenants Post-foreclosure

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

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

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

Defense & Counterclaim

For Tenants Post-foreclosure

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

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

- 58. I am a *bona fide* tenant entitled to the protections of G.L. c. 186A.
- 59. Within 30 days of foreclosure, the plaintiff did not post, deliver or slide under my door a notice giving the plaintiff's contact information and information about who to call for repairs in violation of G.L. c. 186A, §§3 and 4.

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

Defense

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

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

WHAT I WANT THE COURT TO DO

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

The Court Should Allow Me to Stay in My Home

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

- 73. I request that the court apply G.L. c. 239, §8A (which applies both to non-payment and to no-fault evictions) to allow me to stay in my home as follows:

- a. Because the money owed to me on my counterclaims is greater than the amount of rent owed to the landlord, I win the eviction (possession of the property should be awarded to me in this action); or
- b. I am entitled to the opportunity to pay to the court within seven (7) days the difference between what the court finds I owe my landlord and what the landlord owes me in order to keep possession of my home.

The Court Should Order the Landlord to Make Repairs

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

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

The Court Should Order the Landlord to Make Reasonable Accommodations

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

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

The Court Should Find That I Was Not At Fault

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

The Court Should Continue this Case Until Determination of Rental Assistance

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

The Court Should Continue this Case for Payment by Government Agency

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

The Court Should Allow Me More Time to Move

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

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

- I am and/or a member of my household is elderly (over 60) or disabled.
- The court should also consider my situation as follows: _____

Request for a Jury Trial

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

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

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

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

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

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

Signature of Tenant(s) (or Former Owner of Record)

Signature of Tenant(s) (or Former Owner of Record)

Printed Name

Printed Name

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

 Address Apt. No.

 City State Zip

 Telephone Number Date

 Email (if any)