

# The Answer

## Representing Yourself in an Eviction

### Facing eviction? File an Answer Immediately

---

When you get a **Summary Process Summons and Complaint**, fill out the **Answer** form in this booklet as soon as you can. It will help you:

- Tell your side of the story to the court,
- Protect 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 form, which begins on page 7 of this booklet.

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

### Try to get legal help

---

This booklet does not take the place of a lawyer. For information on how to get legal help, see [Find a Lawyer](#).

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. This program offers free legal advice on your court day. There are also **Court Service Centers** located across the state that can help you fill out forms and give you information about court rules. To learn more, see [Court Service Center](#) on mass.gov. <https://www.mass.gov/orgs/court-service-centers>

## Get your Answer in by the deadline

---

You must get your Answer to the court and your landlord's lawyer by the deadline.

The deadline will be on the notice that you receive telling you about your first court date. You will get this notice shortly after you receive the **Summary Process Summons and Complaint**. You can also find your court date on [masscourts.org](http://masscourts.org). When you search for your case, you will see a docket listing the date.

If you are not sure when your Answer is due, call the [court clerk](#).

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 **and** your landlord must get your Answer on or before 3 business days before your first court date. If your landlord does not have a lawyer, you need to get a copy directly to your landlord.

**Do not mail it.** See below about how to get your Answer to the court and your landlord on time.

## What do I put in my Answer?

---

Your answer should include:

- **Basic information:** Facts about the case like names and addresses. This goes on the first page of the Answer.
- **Defenses:** 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:** 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.

You can learn more about what defenses and counterclaims you may have as you go through the Answer form below. If you have claims that are not listed on this form, you can write them in the blank space.

- **Contact information:** 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**. Tell the court why you missed the deadline. When you file this motion, attach your completed Answer form.

## 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 Boston Municipal Court (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**.

## How to fill out the Answer form

---

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

### Step 1

#### Fill out the top of the Answer form

- a. Copy the county from the top left corner of the Summons and Complaint.
- b. You should check off if you are requesting discovery or not.
- 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.
- g. **After you fill out the Answer form, go back to the first page of the Answer form and check "g" next to "Counterclaims" if you checked any boxes between 32 and 69.**
- h. You must claim your **right to a jury** trial on or before your Answer deadline or you lose that right. Think about whether you want a jury to hear your case rather than a judge. 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. 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:
  - Check the box "h" "With Jury Trial Request" at the top of the first page and
  - Check off "I claim my right to a trial by jury" on the last page of the form.

## Step 2

### Fill out the facts for your case

In the facts section, fill out the blanks and check the boxes in 1-8 that are true for you. You can leave #3-5 blank if you do not have that information.

## Step 3

### Check to see what Defenses and Counterclaims you have

Paragraphs 9-69 in this Answer form list of common defenses and counterclaims that tenants use to stop an eviction. Check the boxes next to each defense and counterclaim **that is 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.

What boxes you can check depend upon what type of eviction you are facing.

Type of Case	Check defenses and counterclaims in these boxes
Non-payment of rent	Boxes 9-54
No-fault eviction	Boxes 9-54
<b>Fault eviction</b> Landlord claims you did something wrong like destroying property or disturbing a neighbor. You may not be able to raise some counterclaims in the boxes listed unless they relate to the reason for the eviction.	Boxes 9-35
Former Owner being evicted after a foreclosure	Boxes 9-21 & 68-69
Tenant in foreclosed property	Boxes 9-68

## Step 4

### Tell the court what you want it to do

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

On the last page, sign the form and print your name.

### Do you need 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](#).

## Step 5

### Deliver your Answer form and Discovery

- If you are asking for Discovery, file the Discovery forms when you file your Answer with the court.
- Do not give the court the instruction pages in this booklet (pages 1-6). Only file the actual Answer form that begins on page 7.
- 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. This is the best way if you can do it! To learn how to e-file, see [How do I register to use e-filing](#).
  - 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.

## Step 6

### 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.

**Blank page.  
Form begins on the next page.**

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

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

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

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

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

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

vs.

**SUMMARY PROCESS ANSWER**

g.  **AND COUNTERCLAIMS**

h.  **WITH JURY TRIAL REQUEST**

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

**Facts**

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

*Defense*

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

Mass. Gen. Laws, c. 186, §§11-13, 17, and/or 31

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 I did not receive with it a required form called "Form to Accompany Residential Notice to Quit" about my rights, including how to get rental assistance and court rules on evictions. G.L. c. 186, §31.
12.  The landlord did not terminate my tenancy properly.

13.  I live in property covered by the federal CARES Act (the CARES Act covers evictions from property with federally backed mortgages and certain federally assisted property including any property with any Section 8 tenant) (15 U.S.C. § 9058 (a) and
- a.  I did not receive a 30 day notice to quit after July 25, 2020, which is required by the CARES Act., 15 U.S.C. §9058 (c); or
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, program rules and/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.  The landlord does not have good cause to evict me as required by the lease and/or program rules.
- d.  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, Section 8 (mobile or project-based) or other covered federal housing and have a defense under the Violence Against Women Act (42 U.S.C. § 12491)
- f.  I reside in state public housing and have been a victim of abuse and the abuser is no longer in the unit. I have a defense under PHN 2020-39.



*Defense & Counterclaim*

**Retaliation**

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

23.  The landlord is trying to evict me and/or retaliate against me because:
- a.  I withheld rent because of 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 entitles me to possession and 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 23a through 23i).

*Defense*

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

Mass. Gen. Laws c. 239, §15

25.  Because this case was brought for non-payment of rent and the nonpayment of rent was due to a financial hardship, the 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 should be dismissed.

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

**Discrimination**

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

26.  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)*

27.  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)*

28.  My landlord (or 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.

29.  These violations entitle me to actual or other damages.

*Defense*

**Tenant Not Responsible for Alleged Behavior**

- 30.  I/a household member/guest did not do what my landlord alleges is the reason for this eviction.
- 31.  What my landlord is claiming is not a violation of the rental agreement.
- 32.  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.
- 33.  I am a tenant of federally subsidized housing, and the landlord is evicting me for something that is a direct result of domestic violence (including dating violence), sexual assault, or stalking.

*Defense*

**Tenant Should Not Lose Their Apartment  
(Avoidance of Forfeiture)**

- 34.  Based on principles of equity and fairness, it is unfair to evict me.
- 35.  I live in Boston/Somerville/Cambridge and did not receive the notice of resources and tenant's rights required by city ordinance. If I had received this, I would have sought and likely received agency funds for rent and/or legal help. Therefore, it is unfair for the landlord to evict me where the landlord failed to provide me with this notice.

*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

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

cockroaches, other insects, mice or rats

water leak and plumbing problems

electrical problems

lead paint

other: \_\_\_\_\_

defective or leaky windows

defective ceilings, walls, or floors

problems with heat and/or hot water

defective locks or security problems

\_\_\_\_\_  
\_\_\_\_\_

37.  The landlord knew or should have known about the bad conditions because:
- a.  I told the landlord orally.
  - b.  I told the landlord in writing.
  - c.  The landlord was notified by Inspectional Services, Board of Health, housing agency, or someone else.
  - d.  All or some of the conditions existed when I moved in.
  - e.  All or some of the conditions existed when the landlord purchased the property or at the time of foreclosure.
  - f.  All or some of these conditions exist in common areas that the landlord has access to.
  - g.  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  
or Offset to Any Claim for Use and Occupancy*

**Violation of the Security Deposit Law**  
Mass. Gen. Laws c. 239, §8A; c. 186, §15B; and/or c. 93A

38.  I paid a security deposit of \$ \_\_\_\_\_ to my current/former *(circle which one)* landlord.
39.  The landlord violated the security deposit law by:
- a.  Charging more than 1 month's rent for the deposit,
  - b.  Not putting the deposit in a separate "escrow" bank account,
  - c.  Not giving me the required receipts,
  - d.  Not paying or deducting from my rent yearly interest,
  - e.  Not taking responsibility for the security deposit, which I paid to the prior landlord,
  - f.  Other: \_\_\_\_\_

This defense and counterclaim entitle me to three times the security deposit and interest owed as provided by Mass. General Laws c. 186 §15B and/or actual or statutory damages under Mass. General Laws c. 93A.

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

**Last Month's Rent**

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

40.  I paid last month's rent of \$ \_\_\_\_\_ to my current/former (*circle 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

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

42.  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 entitle me to damages under G.L. c. 186, §14, and/or c. 93A. See also Mass. Sanitary Code, 105 CMR 410.200.

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

*Defense and/or Counterclaim*

**Rent Liability in Public and Subsidized Housing**

43.  The housing authority is responsible for rent.
44.  The housing authority stopped payments to the landlord because repairs were not made.
45.  The housing authority/owner failed to properly calculate rent or to adjust the rent, and therefore I am entitled to a recalculation of rent and do not owe the amount claimed due.
46.  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

47.  Each of the acts stated in this Answer/Counterclaims was unfair and/or deceptive. My landlord is covered 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.
48.  The landlord acted in the following additional unfair or deceptive ways:
- a.  The landlord charged me late fees before my rent was thirty days late.
  - b.  The landlord charged a rent amount that I never agreed to pay.
  - c.  The landlord charged me constable or court fees unlawfully.
  - d.  There are unlawful terms in my lease.
  - e.  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.

**Other Defenses & Counterclaims**

49.  My rent is paid by the Department of Transitional Assistance through vendor payments; therefore, I had no control over nonpayment of the rent.
50.  I have exercised my rights under the repair and deduct statute (G.L. c. 111, §127L).
51.  The landlord required me to pay for water in violation of G.L. c. 186, §22.
52.  Upon information and belief, the landlord plans to convert my unit into a condominium and did not follow the applicable state or local law.
53.  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).
54.  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

- 55.  I am a *bona fide* tenant entitled to the protections of G.L. c. 186A.
- 56.  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.
- 57.  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.
- 58.  This defense and counterclaim entitle 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

- 59.  I am a *bona fide* tenant entitled to the protections of G.L. c. 186A.
- 60.  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.
- 61.  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.
- 62.  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.
- 63.  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.
- 64.  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.
- 65.  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.
- 66.  Because the plaintiff did not comply with the notice requirements of G.L. c. 186A, §§3 and 4, this case should be dismissed.
- 67.  This defense and counterclaim entitle me to possession and damages under G.L. c. 186, §14, and/or G.L. c. 93A.

**For Tenants and Owners Post-Foreclosure  
Other Defenses & Counterclaims**

68.  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. *Pinti v. Emigrant Mortgage Company, Inc.*, 472 Mass. 226 (2015); *Eaton v. Fannie Mae*, 462 Mass. 569 (2012)
  - b.  I was treated unfairly with respect to loan modification and/or alternatives to foreclosure. G.L. c. 244, §35B
  - c.  I was treated unfairly with respect to pre-foreclosure notices. G.L. c. 244, §14, §35A.
  - d.  My loan was predatory, unfair, and/or was unaffordable based on my income. G.L. c. 183C, § 15(b)(2).

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

69.  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**

70.  On all claims and defenses, award me possession of my home.
71.  On all claims and defenses, award me money damages, costs, attorney's fees (where applicable), and such other relief as is fair.
72.  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.
73.  Other:
- 
- 

**The Court Should Allow Me to Stay in My Home**  
Mass. Gen. Laws c. 239, §8A (5th para.)

74.  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

75.  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

76.  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

77.  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.
78.  The court should find that I am not at fault where this eviction is a direct result of domestic violence, sexual assault, and/or stalking. This is a fault eviction case where the landlord claimed I did something wrong, but under *Boston Housing Authority vs. Y.A.*, I am entitled to a defense that protects me from an eviction such as this. *Boston Housing Authority vs. Y.A.*, 482 Mass. 204 (2019).

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

79.  The court should postpone the 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. Mass. Gen. Laws c. 186, §11 and §12. See also Mass. Gen. Laws. c. 239, § 15.

### The Court Should Allow Me More Time to Move

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

80.  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.)
- a.  I am and/or a member of my household is elderly (over 60) or disabled.
- b.  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 off any counterclaims, 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) (*circle which one*) a copy of this Answer to the landlord or their lawyer (lawyers are 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 their lawyer if represented, **3 business days before the first scheduled court event**, which will be a Case Management Conference (in District Court) or a First-Tier Court Event (in Housing Court). This date will be 30-60 days from the “entry date” on the complaint. The court will notify the landlord of the date of the first event and the landlord must then, by constable or sheriff, serve the tenant with the notice. Read all notices carefully.

\_\_\_\_\_  
**Signature** of Tenant(s)

\_\_\_\_\_  
**Signature** of Tenant(s)

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

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

\_\_\_\_\_  
Street Address

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

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

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

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

\_\_\_\_\_  
Date

April 17, 2024