

**SENATE . . . . . No. 627**

---

The Commonwealth of Massachusetts

\_\_\_\_\_  
**In the Year Two Thousand Nine**  
\_\_\_\_\_

An Act relative to housing rights for victims of domestic violence..

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1           SECTION 1. Chapter 186 of the General Laws, as appearing in the 2006 Official Edition,  
2 is hereby amended by adding after section 22 the following new section;- Section 23. 1. For the  
3 purposes of this section the following words shall have the following meanings:"domestic  
4 violence" shall have the same meaning as "abuse" as set forth in section 1 of chapter  
5 209A"occupant" a person living or sleeping in a dwelling provided that an occupant temporarily  
6 absent from the dwelling for safety reasons, shall be considered an occupant."owner" shall have  
7 the same meaning as "owner" as set forth at 105 C.M.R. 410.036"rape" shall mean the  
8 commission of any act as set forth in section 22, 22A, 23, 24 or 24B of chapter 265 or sections 2,  
9 3 or 17 of chapter 272. "sexual assault" shall mean the commission of any act as set forth in  
10 sections 13B, 13F, 13H of chapter 265 or section 35A of chapter 272. "stalking" shall mean the  
11 commission of any act as set forth in section 43 of chapter 265."qualified third party" shall mean  
12 a police officer, licensed medical care provider, an employee of a court of the state acting in the  
13 course of his or her duties, member of the clergy, attorney, social worker, licensed mental health

14 professional or other licensed counselor, or advocate working at an agency that assists victims of  
15 domestic violence, rape, sexual assault, or stalking.

16 “Quitting date” shall mean the date upon which the tenant or occupant actually vacates  
17 the unit and removes all her or his belongings and/or vacates the unit and notifies the owner that  
18 she or he is abandoning the unit.2.(a ) If a tenant or occupant notifies the owner in writing that he  
19 or she or a member of her or his household is a victim of domestic violence, rape, sexual assault  
20 or stalking, and any one of the following applies, then subsection (3) of this subsection applies:i.  
21 The tenant or occupant or a member of her or his household has a valid order for protection  
22 under chapter 209A;ii. The tenant or occupant or a member of her or his household has notified  
23 a law enforcement officer of an act or acts of domestic violence, rape, sexual assault or stalking;  
24 oriii. The tenant or occupant or member of her or his household has consulted with a qualified  
25 third party and reported the domestic violence, rape, sexual assault or stalking to the qualified  
26 third party.(b) When a copy of the order for protection, police report, or verification of  
27 consultation with or report to a qualified third party as provided by herein, is made available to  
28 the owner, the tenant or occupant may terminate the rental agreement as provided in section 3  
29 and quit the premises. However, the request to terminate the rental agreement must occur within  
30 six months of the most recent acts, events, or circumstances that gave rise to the protective order,  
31 report to a law enforcement officer, or consultation with or report to a qualified third party.

32 Verification of consultation with or reporting to a qualified third party may consist of a  
33 signed statement of the qualified third party or a form routinely provided by the qualified third  
34 party for completion by clients. This form must be in substantially the following form:

35 .....

36 [Name of organization, agency, clinic, professional service provider]

37 I am or a member of my household is a victim of: . . . domestic violence as provided by  
38 Massachusetts General Laws section 1 of chapter 209A.. . . rape as provided by M.G.L. section  
39 22, 22A, 23, 24 or 24B of chapter 265 or section 2, 3 or 17 of chapter 272. . . . sexual assault as  
40 provided by M.G.L. section 13B, 13F, or 13H of chapter 265 or section 35A of chapter 272.. . .  
41 stalking as provided by M.G.L. section 43 of chapter 265.

42 .....

43 Signature

44 The incident(s) that I rely on in support of this declaration occurred on the following  
45 date(s): . . .

46 .....

47 I state under penalty of perjury under the laws of the state of Massachusetts that the  
48 foregoing is true and correct. Dated at. . . . .(city). ., Massachusetts, this . . . day of . . . ., 20. ...  
49 .....

50 Signature

51 I verify that the individual whose signature appears above informed me of his or her status  
52 as a victim of domestic violence, rape, sexual assault or stalking or of said status of a member of  
53 his/her household on this . . . day of . . . ., 20. ....

54 Signature of authorized officer/employee of (Organization, agency, clinic, professional  
55 service provider)<sup>3</sup>. A tenant or occupant who terminates a rental agreement under this section is

56 discharged from the payment of rent for any period following the month of the quitting date, and  
57 is entitled to a refund of any prepaid rent for any period following the month of the quitting date,  
58 and shall receive a full and specific statement of the basis for retaining any of security deposit  
59 together with any refund due in compliance with G.L. c. 186 section 15B. Other tenants who are  
60 parties to the rental agreement are not released from their obligations under the rental agreement  
61 or other obligations under this chapter.4. (a) An owner may not terminate a tenancy, fail to renew  
62 a tenancy, or refuse to enter into a rental agreement based on the tenant or occupant's or  
63 applicant's or a member of his or her household's status as a victim of domestic violence, rape,  
64 sexual assault or stalking, or based upon actions or failure to act that resulted from domestic  
65 violence, rape, sexual assault or stalking directed at the tenant's or a member of his or her  
66 household. . An owner shall not terminate a tenancy of a tenant who has provided temporary  
67 shelter to a victim of domestic violence, rape, sexual assault or stalking based upon alleged  
68 unauthorized occupants. An owner may not refuse to enter into a rental agreement based on the  
69 tenant or applicant having terminated or having a history of having terminated a rental agreement  
70 under subsection 2 of this section nor shall an owner cause to be made any written or oral inquiry  
71 or record concerning an applicant's status as a victim of domestic violence, rape, sexual assault  
72 or stalking or history of such status provided that if an applicant seeks a priority or preference  
73 from a housing provider based upon the applicant's status as a victim of domestic violence, rape,  
74 sexual assault, or stalking , or, if an occupant seeks assistance from a housing provider based  
75 upon the preceding status, the provider may request documentation of the domestic violence,  
76 rape, sexual assault, or stalking.. (b) An owner who refuses to enter into a rental agreement or  
77 who terminates a tenancy or refuses to enter into a new tenancy or who makes inquiry into an  
78 applicant's status as a victim of domestic violence, rape, sexual assault or stalking or history of

79 such status in violation of this section shall be liable to the tenant or applicant in a civil action  
80 for damages sustained by the tenant or applicant. The tenant or applicant may also recover court  
81 costs and reasonable attorneys' fees incurred in association with actions resulting from this  
82 section..( c ) This section does not prohibit adverse housing decisions based upon other lawful  
83 factors within the owner's knowledge. 5. In any new action brought for possession of premises  
84 occupied for dwelling purposes involving domestic violence, rape, sexual assault, or stalking, the  
85 court, consistent with its existing equitable authority, shall have the authority to craft an  
86 equitable solution which protects the legitimate concerns of all parties.6.(a) Neither a tenant  
87 screening service provider nor an owner may include information in a written or oral report to an  
88 owner pertaining to domestic violence, rape, sexual assault or stalking; pertaining to the fact that  
89 the subject of the report is a victim of domestic violence, rape, sexual assault or stalking; or that  
90 the subject of the report has terminated a rental agreement under subsection 2 of this section.(b)  
91 A tenant screening service provider or an owner who violates this section shall be liable in a civil  
92 action for damages sustained by the subject of the report. The subject of the report may recover  
93 court costs and reasonable attorneys' fees incurred as a result of violations of this section.7. (a)  
94 An owner shall, upon the request of a tenant or occupant of a residential dwelling unit, change  
95 the exterior locks of the dwelling unit in which the tenant or occupant lives if one or more of the  
96 tenants or occupants reasonably believes that one of the tenants or occupants or a member of the  
97 tenant or occupant's household is under a credible imminent threat of domestic violence, rape,  
98 sexual assault, or stalking at the premises. The owner shall have the right to request, in good  
99 faith, evidence to support a claim of domestic violence, rape, sexual assault or stalking.  
100 However, no owner is required to request such evidence and can change the locks as requested  
101 upon receipt of the written request of the tenant or occupant alone. If the threat of

102 domestic violence, rape, sexual assault or stalking is from a person who is also a tenant or  
103 occupant of the leased dwelling unit, notice to the owner requesting a change of exterior locks  
104 shall be accompanied by evidence to support a claim of domestic violence, rape, sexual assault,  
105 or stalking including but not limited to orders pursuant to G.L.c. 209A, police reports, or court  
106 records indicating which tenant or occupant is posing the threat of domestic violence, rape,  
107 sexual assault, or stalking. The tenant or occupant requesting a change of exterior locks shall not  
108 be required to obtain written notice from or give notice to the person posing a threat regardless of  
109 which tenant is the lessee or head of household under a written lease or tenancy at will.

110 Notwithstanding the preceding two paragraphs, where a court of the Commonwealth has issued  
111 an order pursuant to G.L. c. 209A or any other provision of law, vacating a tenant or occupant  
112 from the dwelling unit, the owner shall do nothing to interfere with this order and upon a request  
113 to change the exterior locks as described in this section, shall comply with this request.

114 An owner complying with this section or with the requirements of a G.L. c. 209A or other order,  
115 shall be relieved of any liability to the vacated tenant or occupant or to any other third party on  
116 account of the owner's good faith compliance with the court order and/or the owner's good faith  
117 changing the exterior locks as provided in this section.(b) An owner who has received notice of  
118 a request for change of exterior locks as provided in paragraph a. above, shall, within 48 hours,  
119 change the exterior locks or give the tenant or occupant the permission to change the exterior  
120 locks. If the owner changes the exterior locks, the owner shall give a key to the new exterior  
121 locks to the tenant or occupant requesting the exterior lock change as soon as possible or not  
122 more than 48 hours of the exterior locks being changed.( c) An owner may charge a fee for the  
123 expense of changing the exterior locks. That fee must not exceed the reasonable price  
124 customarily charged for changing an exterior lock in that community.(d) If an owner fails to

125 change the exterior locks within 48 hours after being provided with the notice described in  
126 paragraph a. above, along with evidence if required by paragraph a. above, the tenant or  
127 occupant may change the exterior locks without the owner's permission. Where the lease or  
128 tenancy agreement requires that the owner retain a key to the leased residential premises, where  
129 the tenant or occupant changes the exterior locks, the tenant or occupant shall make a good faith  
130 effort to give a key to the new exterior locks to the owner within 48 hours of the exterior locks  
131 being changed. In the case where a tenant or occupant changes the exterior locks without the  
132 owner's permission, the tenant or occupant shall do so in a workmanlike manner with exterior  
133 locks of similar or better quality than the original exterior locks.(e) Any owner who takes action  
134 to prevent the tenant or occupant who has complied with paragraph a, above from changing his  
135 or her exterior locks or any owner who changes the exterior locks and does not make a good faith  
136 effort to provide a key to the tenant or occupant as provided in paragraph b above, shall be liable  
137 for actual and consequential damages or three months' rent, whichever is greater, and the costs  
138 of the action including a reasonable attorney's fee, all of which may be applied in setoff or  
139 recoupment against any claim for rent owed or owing for use and occupancy. The superior and  
140 district courts shall have jurisdiction in equity to restrain violations of this section. The  
141 provisions of section 18 of chapter 186 and section 2A of chapter 239 shall apply to any act  
142 taken as a reprisal against any person for requesting the exterior locks be changed in accordance  
143 with this section and/or for proceeding against violations of this section. Any waiver of this  
144 provision in any lease or other rental agreement, except with respect to any restriction specified  
145 or imposed by the United States or any agency thereof or the commonwealth or any agency or  
146 political division, shall be void and unenforceable. 8. No owner shall refuse to sell or negotiate  
147 for sale or lease or otherwise to deny or withhold from any person or group of persons

148 accommodations or land because of the person or group or persons status as a victims of  
149 domestic violence, rape, sexual assault or stalking or history of such status.

150 SECTION 2. Section 2A of chapter 239 of the General laws, as appearing in the 2006  
151 Official Edition is hereby amended by inserting in line 14, after the words, “eighty-three A” the  
152 following :, or the tenant or a member of her or his household’s taking any action pursuant to  
153 section 3 of chapter 209A or taking any action pursuant to section 23 of chapter 186, or reporting  
154 to any law enforcement official or court official any incident of domestic violence, rape, sexual  
155 assault or stalking against the tenant or occupant or member of her or his household, or reporting  
156 to any law enforcement official or court official the violation of any order issued pursuant to  
157 section 3 of chapter 209A or 23 of chapter 186, or any act of abuse as set forth in section 8 of  
158 chapter 209A directed against him or her

159 SECTION 3. Section 3 of chapter 258C of the General laws, as appearing in the 2006  
160 Official Edition is hereby amended by adding, at the end, the following new section:(G) Victim  
161 Compensation: In order to protect the health and safety of victims as defined in Section 1 of  
162 Chapter 258C, expenses incurred by the victim for changing locks to a residential dwelling unit  
163 shall be compensable in accordance with this chapter; provided however that when claiming  
164 compensation for such expenses the claimant must demonstrate an out - of - pocket loss or a  
165 legal liability for payment of said expenses. No expenses for lock changes shall be paid for the  
166 expenses or the portion of expenses which are reimbursable by an insurance policy which covers  
167 these costs.

168           SECTION 4. This act takes effect immediately upon becoming law and applies to all  
169 tenancies existing at the time this act becomes law in addition to all tenancies coming into effect  
170 thereafter.