

HOUSE No. 1381

The Commonwealth of Massachusetts

PRESENTED BY:

Edward F. Coppinger

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act relative to reducing barriers to housing.

PETITION OF:

| NAME: | DISTRICT/ADDRESS: | DATE ADDED: |
|----------------------------|---------------------|------------------|
| <i>Edward F. Coppinger</i> | <i>10th Suffolk</i> | <i>2/16/2021</i> |

HOUSE No. 1381

By Mr. Coppinger of Boston, a petition (accompanied by bill, House, No. 1381) of Edward F. Coppinger relative to reducing barriers to housing. Housing.

The Commonwealth of Massachusetts

**In the One Hundred and Ninety-Second General Court
(2021-2022)**

An Act relative to reducing barriers to housing.

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. Section 15B of chapter 186 of the General Laws, as appearing in the 2018
2 Official Edition, is hereby amended in subsection (b) of subsection (1) by inserting after the
3 words “subsection (2)” in line 25 the following:-

4 provided however, in lieu of requiring payment of a security deposit a lessor may choose
5 to collect and a tenant may choose to pay a fee in lieu of security deposit, the payment of which
6 satisfies the lessor’s security deposit requirement and the tenant’s security deposit obligation.

7 The fee in lieu of security deposit: (a) may be entirely or partially non-refundable, so long as this
8 is disclosed in the lease and separately acknowledged by the tenant; (b) may be utilized by the
9 lessor to purchase insurance coverage for unpaid rent or unit damage; (c) may be a recurring
10 monthly fee, or payable upon any schedule and in any amount that the lessor and tenant choose;
11 and (d) shall not be considered by a court, arbitrator, mediator or any other dispute resolution
12 adjudicator to be a security deposit or governed by state or local codes governing security
13 deposits. If a lessor chooses to waive a security deposit requirement and a tenant agrees instead

14 to pay a fee in lieu of a security deposit, the lessor shall: (a) ensure that the fee in lieu of a
15 security deposit is strictly optional for the tenant, and the tenant can choose to pay a full security
16 deposit rather than a fee in lieu of a security deposit; (b) not use a prospective tenant's choice to
17 pay a fee in lieu of a security deposit or a traditional security deposit as a criterion in the
18 determination of whether to approve an application for occupancy; (c) if it chooses to offer the
19 fee in lieu of a security deposit option, offer it to every prospective tenant whose application for
20 occupancy has been approved, without further regard to income, race, gender, disability, sexual
21 orientation, immigration status, size of household, or credit score following such approval, and;
22 (d) allow any tenant that agrees to pay a fee in lieu of a security deposit, to opt-out of the
23 continuing fee in lieu of a security deposit obligation upon full payment of the security deposit
24 that is otherwise in effect for the tenant's apartment on the day of the opt-out;