

SENATE No. 869

The Commonwealth of Massachusetts

PRESENTED BY:

Brendan P. Crighton

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:	
<i>Brendan P. Crighton</i>	<i>Third Essex</i>	
<i>Lydia Edwards</i>	<i>First Suffolk and Middlesex</i>	<i>1/31/2022</i>

SENATE No. 869

By Mr. Crighton, a petition (accompanied by bill, Senate, No. 869) of Brendan P. Crighton for legislation to reduce 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 15B of chapter 186 of the General Laws, as appearing in the 2018 Official
2 Edition, is hereby amended in subsection (b) of subsection (1) by inserting after the words
3 “subsection (2)” in line 25 the following:- provided however, in lieu of requiring payment of a
4 security deposit a lessor may choose to collect and a tenant may choose to pay a fee in lieu of
5 security deposit, the payment of which satisfies the lessor’s security deposit requirement and the
6 tenant’s security deposit obligation. The fee in lieu of security deposit: (a) may be entirely or
7 partially non-refundable, so long as this is disclosed in the lease and separately acknowledged by
8 the tenant; (b) may be utilized by the lessor to purchase coverage for unpaid rent or unit damage
9 from a third-party insurer, so long as the insurer is licensed by the division of insurance; (c) may
10 be a recurring monthly fee, or payable upon any schedule and in any amount that the lessor and
11 tenant choose; and (d) shall not be considered by a court, arbitrator, mediator or any other
12 dispute resolution adjudicator to be a security deposit or governed by state or local codes
13 governing security deposits. If a lessor chooses to waive a security deposit requirement and a

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