

HOUSE No. 5222

The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES, March 12, 2026.

The committee on Housing, to whom was referred the petition (accompanied by bill, House, No. 1564) of Lindsay N. Sabadosa relative to preventing algorithmic rent fixing in the rental housing market, reports recommending that the accompanying bill (House, No. 5222) ought to pass.

For the committee,

RICHARD M. HAGGERTY.

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**In the One Hundred and Ninety-Fourth General Court
(2025-2026)**

An Act relative to preventing algorithmic rent fixing in the rental housing market.

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

1 The General Laws are hereby amended by inserting after chapter 40Y the following
2 chapter:-

3 CHAPTER 40Z

4 PREVENTING ALGORITHMIC RENT FIXING IN THE RENTAL HOUSING
5 MARKET

6 Section 1. As used in this chapter, the following words shall, unless the context clearly
7 requires otherwise, have the following meanings:

8 “Coordinate”, with respect to a service provider, the:

9 (i) collecting of historical or contemporaneous actual rent prices, price changes, supply
10 levels, occupancy rates or lease or rental contract termination and renewal dates of residential
11 dwelling units;

12 (ii) analyzing or processing of the information described in clause (i), including with the
13 use of a system, software or process that uses computation; and

14 (iii) recommending of rental prices, lease terms, occupancy levels, or other commercial
15 term to a real estate lessor, provided that publication of a fair market rent calculated using
16 publicly available data shall not constitute a recommendation.

17 “Person”, any natural person, corporation, partnership, limited liability company, firm or
18 association.

19 “Predispute arbitration agreement”, an agreement to arbitrate a dispute that has not yet
20 arisen at the time of the making of the agreement.

21 “Predispute joint-action waiver”, an agreement, whether or not part of a predispute
22 arbitration agreement, that would prohibit or waive the right of one of the parties to participate in
23 a joint, class or collective action in a judicial, arbitral, administrative or other forum, concerning
24 a dispute that has not yet arisen at the time of the making of the agreement.

25 “Real estate lessor”, any individual, corporation, partnership, association, joint-stock
26 company, trust or unincorporated organization that owns real property and leases such property
27 or any portion thereof in the form of a residential dwelling unit.

28 “Residential dwelling unit”, any house, apartment, accessory unit or other unit intended
29 to be used as a person’s primary residence; provided, that “residential dwelling unit” shall not
30 include inpatient medical care, licensed long-term care and detention or correctional facilities.

31 “Service provider”, any person that performs a coordination function for any real estate
32 lessor or rentor.

33 Section 2. (a) No real estate lessor, or any agent or subcontractor thereof, shall subscribe
34 to, contract with or otherwise exchange anything of value in return for the services of a service
35 provider.

36 (b) No service provider shall facilitate an agreement to not compete among real estate
37 lessors with respect to residential dwelling units.

38 Section 3. (a) A violation of this section shall also constitute an unfair method of
39 competition, and a violation of the provisions of chapter 93 and chapter 93A. Nothing in this
40 section shall impair or limit the applicability of either chapter or the antitrust laws, generally.

41 (b) Pursuant to a motion by the plaintiff promptly made, the court may award simple
42 interest on actual damages sustained by the plaintiff for the period beginning on the date of
43 service of the pleading of the plaintiff setting forth a claim under this chapter and ending on the
44 date of judgment, or for any shorter period therein.

45 (c) At the election of the person alleging conduct constituting a violation of this section,
46 or the named representative of a class or in a collective action alleging such conduct, no
47 predispute arbitration agreement or predispute joint-action waiver shall be valid or enforceable
48 with respect to a case which is filed under federal, tribal or state or local law and relates to a
49 violation of this chapter.

50 (d) In the case of any successful action to enforce liability pursuant to this chapter, the
51 costs of the action together with reasonable attorney fees, expert fees and the costs of
52 investigation as determined by the court shall be awarded to plaintiffs. Costs and attorney fees,
53 expert fees and the costs of investigation shall be awarded to the attorney general or municipality
54 where the attorney general or municipality successfully enforces this chapter.

55 Section 4. In a civil action filed pursuant to the provisions of chapter 93, a complaint:

56 (i) plausibly pleads a violation of chapter 93A if the complaint contains factual
57 allegations demonstrating that the existence of a contract, combination in the form of trust or
58 otherwise, or conspiracy in restraint of trade or commerce is among the realm of plausible
59 possibilities; and

60 (ii) need not allege facts tending to exclude the possibility of independent action.