

HOUSE No.

The Commonwealth of Massachusetts

PRESENTED BY:

Lindsay N. Sabadosa

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 preventing algorithmic rent fixing in the rental housing market.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Lindsay N. Sabadosa</i>	<i>1st Hampshire</i>	<i>1/14/2025</i>

HOUSE No.

[Pin Slip]

The Commonwealth of Massachusetts

**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 ACT.

6 Section 1. This chapter shall be known as the Preventing Algorithmic Rent Fixing in the
7 Rental Housing Market Act.

8 Section 2. As used in this chapter, the following words shall, unless the context clearly
9 requires otherwise, have the following meanings:

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

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

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

16 (iii) recommending of rental prices, lease terms, occupancy levels, or other commercial
17 term to a real estate lessor.

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

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

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

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

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

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

34 Section 3. (a) No real estate lessor, or any agent or subcontractor thereof, shall subscribe
35 to, contract with or otherwise exchange anything of value in return for the services of a service
36 provider.

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

39 Section 4. (a) A violation of this section shall also constitute an unfair method of
40 competition, and a violation of the provisions of chapter 93 and chapter 93A. Nothing in this
41 section shall impair or limit the applicability of either chapter or the antitrust laws, generally.

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

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

51 (d) In the case of any successful action to enforce liability pursuant to this chapter, the
52 costs of the action together with reasonable attorney fees, expert fees and the costs of

53 investigation as determined by the court shall be awarded to plaintiffs. Costs and attorney fees,
54 expert fees and the costs of investigation shall be awarded to the attorney general or municipality
55 where the attorney general or municipality successfully enforces this chapter.

56 Section 5. In a civil action filed pursuant to the provisions of chapter 93, a complaint:

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

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