

HOUSE No. 2022

The Commonwealth of Massachusetts

PRESENTED BY:

Erika Uytterhoeven

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 prohibiting eviction without good cause.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Erika Uytterhoeven</i>	<i>27th Middlesex</i>	<i>1/17/2025</i>

HOUSE No. 2022

By Representative Uytterhoeven of Somerville, a petition (accompanied by bill, House, No. 2022) of Erika Uytterhoeven relative to prohibiting eviction without good cause. The Judiciary.

The Commonwealth of Massachusetts

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

An Act relative to prohibiting eviction without good cause.

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

1 Chapter 186 of the General Laws is hereby amended by adding the following section:-

2 Section 32. (a) For the purposes of this section, the following words shall, unless the
3 context clearly requires otherwise, have the following meanings:

4 “Housing accommodation”, any residential premises, including any residential premises
5 located within a mixed-use residential premises.

6 “Inflation index”, 5 per cent plus the annual percentage change in the consumer price
7 index for all urban consumers for all items as published by the United States Bureau of Labor
8 Statistics for the region that the housing accommodation is located.

9 “Landlord”, any fee owner, lessor, sublessor, assignor, court appointed receiver or any
10 other person or entity receiving or entitled to receive rent for the occupancy of any housing
11 accommodation or an agent of any of the foregoing.

“Local rent standard”, a rent increase equal to the inflation index or 10 per cent, whichever is lower.

“Person with a disability”, person who has an impairment that results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques and that are expected to be permanent and substantially limit 1 or more of such person's major life activities.

“Rent”, any consideration, including any bonus, benefit or gratuity demanded or received for or in connection with the possession, use or occupancy of housing accommodations or the execution or transfer of a lease for such housing accommodations. The term “rent” shall not include any separate charges for services, amenities or facilities that the tenant pays in addition to rent, including but not limited to charges for fitness centers, parking, storage or facility rentals; provided, that such charges are not imposed or increased for the purposes of circumventing this section.

“Significant repair”, the replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit from a governmental agency or abatement of hazardous materials, including lead-based paint, mold or asbestos in accordance with applicable federal, state and local laws; provided, that cosmetic improvements alone, including painting, decorating and minor repairs, do not qualify as significant repairs.

“Small landlord”, a landlord of no more than: (i) 10 units in the commonwealth or (ii) such other number of units in the commonwealth designated by local by-laws. If a landlord is: (A) a single natural person, then that landlord is a small landlord if they own or are a beneficial

owner of, directly or indirectly, in whole or in part, no more than 10 units; if there is more than 1 natural person owner, then no 1 person may own or be a beneficial owner of, directly or indirectly, in whole or in part, more than 10 units; or (B) an entity, organized under the laws of the commonwealth or of any other jurisdiction, then that landlord is a small landlord if each natural person with a direct or indirect ownership interest in the entity or any affiliated entity owns no more than 10 units. If an entity cannot provide the names of all natural persons with a direct or indirect ownership interest in the entity, such entity shall not qualify as a small landlord.

“Tenant”, a tenant, sub-tenant, lessee, sublessee or any other person entitled to the lawful possession, use or occupancy of any housing accommodation. An individual shall not be considered a tenant for the purposes of this article if: (i) no landlord-tenant relationship exists; or (ii) the individual is an occupant who has not received the landlord's express or implied consent to use the housing accommodation as their primary residence in exchange for payment of rent.

(b) This section shall take effect for any city, town, municipality or district that accepts this section in the manner provided in section 4 of chapter 4; provided that:

(i) any unit on or within a housing accommodation shall be exempt from the provisions of this section if such unit has a monthly rent above a municipal or district set per cent of fair market rent, as published by the United States Department of Housing and Urban Development; or

(ii) if such local city, town, municipality or district does not establish such per cent of fair market rent, any unit on or within a housing accommodation with a monthly rent greater than 245 per cent of such fair market rent shall be exempt from the provisions of this section.

(c) A housing accommodation shall not include:

(i) a premises owned by a small landlord; provided, that in connection with any eviction proceeding that the landlord claims an exemption from the provisions of this section on the basis of being a small landlord, such landlord shall provide to the tenant or tenants subject to the proceeding: (A) the name of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding; (B) the number of units owned, jointly or separately, by each such natural person owner; and (C) the addresses of any such units, excluding each natural person owner's principal residence; provided further, that if the landlord is an entity, organized under the laws of commonwealth or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding: (1) the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity; (2) the number of units owned, jointly or separately, by each such natural person owner; and (3) the addresses of any such units, excluding each natural person owner's principal residence;

(ii) an owner-occupied housing accommodation with no more than 10 units;

(iii) a unit on or within a housing accommodation where such unit is a sublet and the sublessor seeks in good faith to recover possession of such housing accommodation for their own personal use and occupancy;

(iv) a unit on or within a housing accommodation where the possession, use or occupancy that is solely incident to employment and such employment is being or has been lawfully terminated;

(v) a unit on or within a housing accommodation where such unit is otherwise subject to regulation of rents or evictions pursuant to local, state or federal law, rule or regulation;

(vi) a unit on or within a housing accommodation where such unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration or pursuant to a regulatory agreement with a local, state or federal government entity;

(vii) a unit on or within a housing accommodation owned as a condominium or cooperative; provided, that nothing herein shall abrogate or otherwise limit any rights or obligations a tenant residing in a unit within a condominium or cooperative or a purchaser, owner or offeror of a condominium or cooperative unit;

(viii) a housing accommodation that a temporary or permanent certificate of occupancy was issued on or after the January 1, 2009;

(ix) a unit on or within a housing accommodation that is a seasonal use dwelling unit;

(x) a housing accommodation in a hospital, a continuing care retirement community, an assisted living residence, an adult care facility, a senior residential community and a not-for-profit independent retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents;

(xi) manufactured home located on or in a manufactured home park;

(xii) a hotel room or other transient unit;

(xiii) a dormitory owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school;

(xiv) a housing accommodation within and for use by a religious facility or institution;
and

(xv) a unit on or within a housing accommodation where the monthly rent is greater than the per cent of fair market rent or 245 per cent of the fair market rent; provided that, fair market rent shall refer to the figure as published by the United States Department of Housing and Urban Development; and provided further, that if such local city, town, municipality or district does not establish such per cent of fair market rent, any unit on or within a housing accommodation with a monthly rent greater than 245 per cent of such fair market rent.

(d) Notwithstanding any other section of this chapter, a landlord shall not remove any tenant from housing accommodations pursuant to subsection (c) by: (i) eviction or recovering possession; (ii) exclusion from possession; or (iii) failure to renew any lease except on good cause grounds for removal or eviction pursuant to subsection (e).

(e) A landlord may remove a tenant from any housing accommodation covered by this section or attempt such removal or exclusion from possession, notwithstanding that the tenant has no written lease or that the lease or other rental agreement has expired or otherwise terminated, upon an order of a court of that the petitioner or plaintiff has established 1 of the following grounds as good cause for removal or eviction:

(1) The tenant failed to pay rent due and owed; provided, however, that the rent due and owed, or any part thereof, did not result from a rent increase that is unreasonable. In determining whether all or part of the rent due and owed is the result of an unreasonable rent increase, it shall be a rebuttable presumption that the rent for a dwelling not protected by rent regulation is unreasonable if said rent has been increased in any calendar year, after the effective date of this section or after the effective date of the local law adopted by a city, town, municipality or district pursuant to subsection (b), by an amount greater than the local rent standard; provided further,

that no rent increase less than or equal to the local rent standard shall be deemed unreasonable. When a court considers whether a rent increase is unreasonable, the court may consider all relevant facts, including but not limited to: (i) a landlord's costs for fuel and other utilities; (ii) insurance; (iii) and maintenance. A court shall consider the landlord's property tax expenses and any recent increases thereto; such relevant facts also shall include whether the landlord, other than in circumstances governed by paragraph (4), seeks in good faith to raise the rent upon a renewal lease to reflect completed significant repairs to the housing accommodation or to any other part of the building or real property that the housing accommodation is located; provided, that the landlord can establish that the repairs constituted significant repairs and that such repairs did not result from the landlord's failure to properly maintain the building or housing accommodation.

(2) The tenant violated a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing said premises, other than the obligation to surrender possession, and has failed to cure such violation after written notice that the violation cease within 10 days of receipt of such written notice; provided, however, that the obligation of tenancy that the violation is claimed was not imposed for the purpose of circumventing the intent of this section; and provided further, that such rules or regulations are reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term.

(3) The tenant either: (i) committed or permitted a nuisance in such housing accommodation or elsewhere in the building or on the real property that the housing accommodation is located; (ii) maliciously or by reason of gross negligence substantially

142 damaged the housing accommodation or causing substantial damage elsewhere in the building or
143 on the real property that the housing accommodation is located; or (iii) their conduct is such as to
144 interfere with the comfort and safety of the landlord or other tenants or occupants of the same or
145 another adjacent building or structure.

146 (4) Occupancy of the housing accommodation by the tenant is in violation of or causes a
147 violation of law and the landlord is subject to civil or criminal penalties therefor; provided,
148 however, that an agency, city, town or municipality having jurisdiction has issued an order
149 requiring the tenant to vacate the housing accommodation. No tenant shall be removed from
150 possession of a housing accommodation on such ground unless the court finds that the cure of
151 the violation of law requires the removal of the tenant and that the landlord did not through
152 neglect or deliberate action or failure to act create the condition necessitating the vacate order.
153 Where the landlord does not undertake to cure conditions of the housing accommodation causing
154 such violation of the law, the tenant shall have the right to pay or secure payment in a manner
155 satisfactory to the court and cure such violation provided that any tenant expenditures shall be
156 applied against rent that the landlord is entitled. Where removal of a tenant is absolutely essential
157 to such tenant's health and safety, the removal of the tenant shall be without prejudice to any
158 leasehold interest or other right of occupancy the tenant may have and the tenant shall be entitled
159 to resume possession at such time as the dangerous conditions have been removed. Nothing
160 herein shall abrogate or otherwise limit the right of a tenant to bring an action for monetary
161 damages against the landlord or to otherwise compel compliance by the landlord with all
162 applicable state or municipal housing codes.

163 (5) The tenant used or permitted the housing accommodation, or elsewhere in the
164 building or on the real property that the housing accommodation is located, to be used for an
165 illegal purpose.

166 (6) The tenant unreasonably refused the landlord access to the housing accommodation
167 for the purpose of: (i) making necessary repairs or improvements required by law; or (ii)
168 showing the housing accommodation to a prospective purchaser, mortgagee or other person
169 having a legitimate interest therein.

170 (7) The landlord seeks in good faith to recover possession of a housing accommodation
171 for: (i) the landlord's own personal use and occupancy as the landlord's principal residence; or
172 (ii) the personal use and occupancy as principal residence of the landlord's spouse, domestic
173 partner, child, stepchild, parent, stepparent, sibling, grandparent, grandchild, parent-in-law or
174 sibling-in-law when no other suitable housing accommodation in such building is available;
175 provided, that no judgment in favor of the landlord may be granted pursuant to this paragraph
176 unless the landlord establishes good faith to recover possession of a housing accommodation by
177 clear and convincing evidence. This paragraph shall not apply to a housing accommodation
178 occupied by a tenant who is 65 years of age or older or who is a person with a disability.

179 (8) The landlord seeks in good faith to demolish the housing accommodation; provided,
180 that no judgment in favor of the landlord may be granted pursuant to this paragraph unless the
181 landlord establishes good faith to demolish the housing accommodation by clear and convincing
182 evidence.

183 (9) The landlord seeks in good faith to withdraw a housing accommodation from the
184 housing rental market; provided, that no judgment in favor of the landlord may be granted

pursuant to this paragraph unless the landlord establishes good faith to withdraw the housing accommodation from the housing rental market by clear and convincing evidence.

(10) The tenant failed to agree to reasonable changes to a lease at renewal, including increases in rent that are not unreasonable as defined in paragraph (1), as long as written notice of the changes to the lease were provided to the tenant at least 30 days, but no more than 90 days, prior to the expiration of the current lease.

(f) A tenant required to surrender a housing accommodation under paragraphs (7) to (9), inclusive, in subsection (e) shall have a cause of action in any court of competent jurisdiction for damages, declaratory and injunctive relief against a landlord or purchaser of the premises who makes a fraudulent statement regarding a proposed use, removal from the rental housing market or demolition of the housing accommodation. In any action or proceeding brought pursuant to this subsection a prevailing tenant shall be entitled to recovery of actual damages and reasonable attorneys' fees. Except as provided in this subsection, nothing in this section shall create a civil claim or cause of action by a tenant against a landlord.

(g) Nothing in this section shall abrogate or limit the tenant's right to permanently stay the issuance or execution of a warrant or eviction in a summary proceeding, whether characterized as a nonpayment, objectionable tenancy or holdover proceeding, the underlying basis of which is the nonpayment of rent, so long as the tenant complies with the procedural requirements of the laws of the commonwealth.

(h) Any agreement in a written lease or other rental agreement entered into by a tenant heretofore or hereinafter waiving or modifying their rights as set forth in this section shall be void.