

The Answer

Representing Yourself in an Eviction Case

How to Defend Your Eviction Case

As a tenant, you have many rights that you may use to defend yourself against an eviction. The **Answer** is the court document that helps you tell your story to the judge.

What Is an Answer

This Answer form includes basic **Defenses** and **Counterclaims**.

- **Defenses** are the legal reasons why you should not be evicted. **Example:** The landlord is evicting you for not paying the rent and you paid the rent.
- **Counterclaims** are your claims against your landlord for money or for a court order telling your landlord to do (or stop doing) something. You may or may not be able to file counterclaims, depending on the reason for which you are being evicted. When you fill out the Answer form, it will guide you through whether you can file counterclaims.

Example: If you're being evicted for nonpayment of rent, bad conditions, such as lack of heat or a broken stove, make your home worth less than the rent the landlord is charging and may entitle you to money and an order that the landlord make repairs. However, if you were being evicted for bothering your neighbors, this would be considered a "fault" eviction and you could not raise a counterclaim.

You may have other claims that are not listed on this form. There is blank space to add claims.

Try to Get Legal Help

This form does not take the place of a lawyer. If you can, you should try to get a lawyer. Some courts have a **Lawyer for a Day** program offering free legal advice on your court day: Be sure to use this program if you do not have your own lawyer.

Fill Out this Answer Form As Soon As Possible!

You must get your Answer to the court and the landlord (or the landlord's attorney): if your case is in Housing Court, on or before three (3) business days before the date of the "Housing Specialist Status Conference" (also called the "first-tier court event") and if your case is in District Court or Boston Municipal Court, on or before three (3) business days before the date of the "case management conference." If that day is a legal holiday, it is due the next day.

BOOKLET

3

If you are unsure about when your Answer is due, call the court clerk.

Mailing this form on your Answer date is not good enough. Both the court and your landlord (or the landlord’s attorney, if the attorney signed the eviction complaint) must receive it on or before that date. You can e-file the answer in housing court and email the answer to the district court. Check the court’s website or call the court for more information. Hand-deliver it if you are not sure it will be received by that date. Sometimes landlords or their attorneys will accept service by fax or email—you can ask. Attorneys must accept service by email if they have an email address.

If your Answer date has passed, file a *Motion for Leave to File Answer Late* stating a good reason for not filing on time. Attach your completed Answer form to the Motion to show the court you have good claims.

Also look on your Summons to see which court is hearing your case. If your case is not in Housing Court, and where you live has a Housing Court, you can transfer the case to the Housing Court, but you should still file the Answer in the court where the case was filed.

How to Use This Answer Form

Try to Get Legal Assistance

If you are eligible for free legal assistance, many Legal Services offices in Massachusetts have clinics that can help you fill out the attached Answer form. Contact your local legal services program to find out more about these clinics. To find a legal service program in your area go to: www.MassLegalHelp.org and click on “Find Legal Aid.”

You also have a right to request **Discovery**. Discovery allows you to get information from your landlord to help you prove your case. If you want to request Discovery, use **Booklet 4: Discovery**. You can also contact your local legal services program and ask for **Booklet 4: Discovery**.

Complete the Top of the Answer Form

- a. Write the county you live in, if you know it. The counties in Massachusetts are: Barnstable, Berkshire, Bristol, Dukes, Essex, Franklin, Hampden, Hampshire, Middlesex, Nantucket, Norfolk, Plymouth, Suffolk, and Worcester.
- b. The court will determine the trial date and should mail you a notice of the trial date.
- c. Write your landlord’s name as it is on the Summons and Complaint.
- d. Write your name as it is on the Summons and Complaint. If your name is listed incorrectly you can ask the court to fix it later, but if you do not copy your name exactly how it is on the Summons and Complaint, your Answer form might not get filed correctly by the clerk’s office.
- e. Copy the name of the court from the upper-right-hand corner of the Summons and Complaint form.
- f. Fill in the Docket Number, if you know it. The Docket Number is the number the court has

Produced by the Mass. Law Reform Institute, with assistance from legal services offices in Massachusetts, and available online at www.MassLegalHelp.org.
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assigned to your case. Sometimes it has not yet been assigned to your case, so it will not be on the Summons and Complaint. You may ask the court for this number, or leave it blank.

- g. After completing the Answer form, check off “Counterclaims” if you have checked any boxes in the Answer form under claims listed as both *Defenses and Counterclaims*.

Think about whether you may want a jury to hear your case rather than a judge. If you want to request a Jury Trial, check off the box “With Jury Trial Request” on the first page of the Answer and on the last page of the form also check off “I claim my right to a trial by jury.” You must claim your right to a jury on or before your Answer deadline or you lose that right. While it is possible to *waive* or give it up later, you are not entitled to a jury trial if you do not request it on time.

Fill Out the Rest of the Answer Form as Appropriate for Your Case

This Answer form lists the most common *Defenses and Counterclaims* that tenants can use to prevent an eviction. When you fill out the Answer form, do not be afraid to check off all the defenses and counterclaims, where permitted, that are supported by the facts in your case so they can be heard by the court. Otherwise, you will need to get a judge’s permission to add a defense or claim later.

- If you are being evicted for nonpayment of rent or for a reason that is not your fault, you are allowed to use *counterclaims* to defend against and prevent your eviction.
- If you are a former owner and claim that the plaintiff did not properly foreclose on the property, you can counterclaim to challenge the foreclosure.
- If you are being evicted for “fault” (something the landlord claims you did wrong, other than nonpayment of rent), you may not be able to bring counterclaims in this case.

At the end of the Answer form, check off **What You Want the Court to Do**.

Deliver the Answer Form

- Sign your full name and print your address, email address, and telephone number.
- Remove the Answer form from this booklet. Make 2 copies—one for yourself and one for your landlord (or his/her lawyer).
- Deliver the **original** Answer to the court or electronically send it to the court.
- If you hand-deliver to the court, ask the court to stamp the date on your copy so that you have proof that you filed it on time.
- Deliver a **copy** of the Answer to your landlord (or his/her lawyer) by the Answer date.
- Keep your copy so you can refer to it during court events.

ANSWER FORM
COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

a. _____, ss:
County

e. _____
Name of Court

f. _____
Docket No. Summary Process

- b. **Trial Date** Original Trial Date: To be determined by the Court. (No Discovery requested)
 Rescheduled Trial Date: To be determined by the Court. (Discovery requested)

c. _____
Plaintiff(s) – Landlord(s)

vs.

d. _____
Defendant(s) – Tenants(s)

SUMMARY PROCESS ANSWER

- COUNTERCLAIMS**
 WITH JURY TRIAL REQUEST

Facts

1. My name is _____.
2. I live at _____. I moved in on or about _____.
3. I pay \$ _____ in rent per (month/week).
4. I receive a rent subsidy. The full contract rent is \$ _____.
5. I do ___/do not ___ have a written lease.
6. I deny that I live in my home unlawfully and against the right of the landlord.
7. I deny that I owe the amount of rent or use and occupancy listed in the landlord's complaint.
8. I no longer live at the address listed in the complaint.

Defense

Tenancy Not Properly Terminated and/or Case Not Properly Brought

Mass. Gen. Laws, c. 186, §§11-13, 17

9. I never received a Notice to Quit.
10. The Notice to Quit was defective.
11. I received a Notice to Quit for nonpayment of rent, but did not receive with it a required form called "Form to Accompany Residential Notice to Quit" about my rights, including how to get rental assistance, the federal eviction moratorium, and court rules on evictions.
12. The landlord did not terminate my tenancy properly (including, the Notice to Quit was improperly given to me during the Massachusetts eviction moratorium).

13. I live in property covered by the federal CARES Act (the CARES Act covers evictions from property with federally-backed mortgages, § 4023, and certain federally-assisted property, including Section 8, § 4024) and
- a. I did not receive a 30 day notice to quit after July 25, 2020 which is required by the CARES Act.; or
- b. The mortgage on this property is in forbearance and the landlord cannot evict me while the mortgage is in forbearance.
14. I provided my landlord the CDC declaration and so, under the CDC moratorium (85 Federal Register 55292), this eviction must be dismissed (or in the alternative, all proceedings stayed through at least March 31, 2021).
15. The landlord started this case before the Notice to Quit expired.
16. The landlord is a corporation or other business entity and this case was not brought by an attorney so it should be dismissed.
17. The Summons and Complaint is defective and/or was not properly served/filed.
18. If I have ever owed the landlord rent, I paid or offered to pay it all within the time allowed by law.
19. Even if my tenancy was terminated, a new tenancy was created by my landlord's conduct.
20. The Complaint and the Notice to Quit state inconsistent reasons for eviction.
21. The landlord does not have a superior right to possession and/or does not have standing to bring this action.
22. The landlord's case should be dismissed because _____
-

Defense

Failure to Comply with Rules for Public and Subsidized Housing

23. I am a tenant in public or subsidized housing and:
- a. The landlord did not terminate my tenancy as required by the lease or program rules or use restrictions that apply to the property.
- b. I am a tenant under the Section 8 Program and the landlord did not provide a copy of the Notice to Quit in a timely way to the agency that oversees my voucher.
- c. I am a tenant in public or subsidized housing and the landlord does not have *good cause* to evict me as required by the lease and/or program rules.
- d. I am a tenant in public or subsidized housing and the landlord did not give me my right to a grievance hearing or conference as required by the lease and/or program rules or I requested a hearing/conference and the process was not completed before I received the complaint.
- e. I reside in federal public housing or subsidized Section 8 or other covered federal housing and have a defense under the Violence Against Women Act (42 U.S.C. 14043e-11).

Defense

Retaliation

Mass. Gen. Laws c. 239, §2A; c. 186, §18

- Counterclaim where tenancy is terminated for nonpayment of rent or without fault
24. The landlord is trying to evict me and/or retaliate against me because:
- a. I withheld rent because of bad conditions, and/or told the landlord about bad conditions.

- b. I reported bad conditions in writing to the landlord.
- c. I reported bad conditions orally and/or in writing to a public agency.
- d. I took part in a tenants' meeting or organization.
- e. I brought a case/claim against the landlord.
- f. I or a member of my household took action to obtain a protection order under G.L. c. 209A or a harassment prevention order under G.L. c. 258E;
- g. I or a member of my household reported an incident of domestic violence, rape, sexual assault or stalking to law enforcement or reported a violation of a protection or harassment prevention order.
- h. I am a survivor of abuse, sexual assault, rape or stalking and the landlord is evicting me for exercising my rights to break my lease or change my locks for safety reasons under G.L. c. 186, §§23-29.
- i. Other: _____

This defense entitles me to possession. Where this is raised as a counterclaim, this entitles me to one to three times the rent (calculated at the full contract rent for tenants with subsidies) or my actual damages, whichever is greater.

25. I am entitled to a presumption of retaliation because the landlord took action against me within 6 months of any of the above (listed in 23b through 23i).

Defense

Discrimination

Mass. Gen. Laws c. 239; c. 151B;
Federal Fair Housing Act; Americans With Disabilities Act;
and/or Section 504 of the Rehabilitation Act

- Counterclaim where tenancy is terminated for nonpayment of rent or without fault
26. My landlord has discriminated against me and/or a member of my household based on:

- | | | |
|--|---|--|
| <input type="checkbox"/> Family status (having children) | <input type="checkbox"/> Race | <input type="checkbox"/> National Origin |
| <input type="checkbox"/> Age | <input type="checkbox"/> Religion | <input type="checkbox"/> Disability |
| <input type="checkbox"/> Public or Rental Assistance | <input type="checkbox"/> Sex | <input type="checkbox"/> Color |
| <input type="checkbox"/> Gender Identity | <input type="checkbox"/> Sexual Orientation | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Marital Status | <input type="checkbox"/> Veteran's Status | |

“Reasonable Accommodation” Based on Disability (Physical and/or Mental)

See BHA vs. Bridgewater, 452 Mass. 833 (2009)

27. I (and/or a member of my household) have a disability and I request/have requested that the landlord make changes in its rules or do what is necessary for me to have a fair housing opportunity. Failing to provide a reasonable accommodation to a qualified person with a disability is disability-based discrimination. *Note:* This may include allowing the tenant to get help or do something necessary to address a lease violation.

Sexual Harassment

See Gnerre v. MCAD, 402 Mass. 502 (1988); Mass. Gen. Laws c. 151B, §4(6)
Fair Housing Act (42 U.S.C. § 3604)

28. My landlord (or an agent/representative of my landlord) discriminated against me based on my sex/gender by sexually harassing me. This activity made my apartment less desirable to me. Check all that apply:

- I have been subjected to unwanted/unsolicited harassment of a sexual nature (includes verbal harassment and non-consensual physical acts of a sexual nature).
- I have been asked or pressured to give sexual favors.
- Terms of my tenancy were changed because of my response to the sexual harassment.
- I felt unsafe or uncomfortable in my home as a result of sexual harassment.

Defense

Tenant Not Responsible for Alleged Behavior

- 29. I/a household member/guest did not do what my landlord alleges is the reason for eviction.
- 30. What my landlord is claiming is not a violation of the rental agreement.
- 31. I am a tenant in state public housing and the landlord is evicting me for alleged behavior of a household member, guest, or someone over whom I had no control. I did not violate my lease or any law. I had no way to control or no reason to know about the alleged behavior.

Defense

**Tenant Should Not Lose His/Her Apartment
(Avoidance of Forfeiture)**

- 32. Based on principles of equity and fairness, it is unfair to evict me.



**READ
THIS
BOX**

If you are being evicted for “fault” (the landlord claims you did something wrong other than not paying your rent), skip questions #33-68, then go directly to #69 and complete the rest of the form.

If you are not being evicted for “fault,” complete #33-68, then go directly to #69 and complete the rest of the form.

If you are a former owner being evicted after a foreclosure, skip questions #55-67, go directly to #68 and complete the rest of the form.

If you are a tenant being evicted after a foreclosure, complete #33 - to the end of the form.

Bad Conditions in My Home and Other Claims

Mass. Gen. Laws c. 239, §8A; c. 93A; and/or Implied Warranty of Habitability

33. I have a defense and counterclaim because of past or present problems in or around my home that the landlord knew or should have known about, including but not limited to the following:

- | | |
|---|---|
| <input type="checkbox"/> cockroaches, other insects, mice or rats | <input type="checkbox"/> defective or leaky windows |
| <input type="checkbox"/> water leak and plumbing problems | <input type="checkbox"/> defective ceilings, walls, or floors |
| <input type="checkbox"/> electrical problems | <input type="checkbox"/> problems with heat and/or hot water |
| <input type="checkbox"/> lead paint | <input type="checkbox"/> defective locks or security problems |
| <input type="checkbox"/> other: _____ | |

34. The landlord knew or should have known about the bad conditions because:

- a. I told the landlord orally.
- b. I told the landlord in writing.
- c. The landlord was notified by Inspectional Services, Board of Health, housing agency, or someone else.
- d. All or some of the conditions existed when I moved in.
- e. All or some of the conditions existed when the landlord purchased the property or at the time of foreclosure.
- f. All or some of these conditions exist in common areas that the landlord has access to.
- g. Other: _____

I am entitled to damages for the reduced value of my home, calculated as the difference between: (a) the full market rental value of my home in good condition, and (b) the reduced value of my home in its bad condition. *(If the rent is subsidized, the damages are calculated based on the full rental value and not just the tenant's share.)* I am also entitled to damages for any other losses, injuries, or expenses resulting from bad conditions.

Violation of the Security Deposit Law

Mass. Gen. Laws c. 239, §8A; c. 186, §15B; and/or c. 93A

35. I paid a security deposit of \$ _____ to my current/former (*circle which one*) landlord.

36. The landlord violated the security deposit law in the following way(s):

- a. Charging more than 1 month's rent for the deposit, *allowing me 3 times the deposit and interest required by law.*
- b. Not putting the deposit in a separate bank account, *allowing me 3 times the deposit and interest required by law.*
- c. Not giving me the required receipts, *allowing me 3 times the deposit and interest required by law.*
- d. Not paying or deducting from my rent yearly interest, *allowing me 3 times the interest owed on the deposit.*
- e. Not giving me the required statement of conditions, *allowing me \$25.*
- f. Not taking responsibility for the security deposit I paid to the prior landlord, *allowing me 3 times the deposit and accrued interest.*
- g. Other _____.

Defense & Counterclaim

Last Month's Rent

Mass. Gen. Laws c. 239, §8A; c. 186, §15B; and/or c. 93A

37. I paid last month's rent of \$ _____ to my current/former (*circle which one*) landlord and my landlord has not paid me yearly interest or given me rent credit for this interest, entitling me to three times the amount of interest owed.

Defense & Counterclaim

Or Offset to Any Claim for Use and Occupancy

**Interference with Utilities and Use of Home
(or Breach of Quiet Enjoyment)**

Mass. Gen. Laws c. 239, §8A; c. 186, §14; and/or c. 93A

38. The landlord did the following:
- a. Did not provide adequate heat.
 - b. Did not provide adequate hot water.
 - c. Did not pay for utilities that were the landlord's responsibility.
 - d. Shut off my utilities.
 - e. Locked me out of my home.
 - f. Put my possessions out without a court order.
 - g. Allowed bad conditions to exist in my home.
 - h. Entered my home without my permission and/or notice.
 - i. Interfered with my right to enjoy my home in other ways by:

39. I have been billed for heat, hot water, electricity and/or gas and the landlord and I did not have a *written* agreement requiring me to pay for these utilities. I request that the landlord promptly start paying for such utilities. This defense and counterclaim entitles me to damages under G.L. c. 186, §14, and c. 93A. See also Mass. Sanitary Code, 105 CMR 410.354.
40. I have been billed for gas, oil and/or electricity that go to other people's apartments or common areas (such as hallways, stairways, basements, or porches). This defense and counterclaim entitles me to damages under G.L. c. 186, §14, and/or c. 93A. See also Mass. Sanitary Code, 105 CMR 410.354.

This defense and counterclaim entitles me to three times the rent (calculated at the full contract rent for tenants with subsidies) or my actual damages, whichever is greater.

Defense & Counterclaim

Rent Liability in Public and Subsidized Housing

41. The housing authority is responsible for rent.
42. The housing authority stopped payments to the landlord because repairs were not made.
43. The housing authority/owner failed to properly calculate rent or to adjust the rent, and therefore I am entitled to a recalculation of rent.
44. The landlord charged me more rent than the amount approved by the housing agency.

Defense & Counterclaim
Or Offset to Any Claim for Use and Occupancy
Violation of the Consumer Protection Law
Mass. Gen. Laws c. 239 §8A, and/or c. 93A

45. Each of the acts stated in this Answer/Counterclaims was unfair and/or deceptive. My landlord is covered by this law because she or he is not a housing authority or the owner-occupant of only a 2 or 3-family property in which I live. This pleading is a demand for a reasonable settlement offer.
46. The landlord acted in the following additional unfair or deceptive ways:
- a. The landlord charged me late fees before my rent was thirty days late.
 - b. The landlord charged a rent amount that I never agreed to pay.
 - c. The landlord charged me constable or court fees unlawfully.
 - d. There are unlawful terms in my lease.
 - e. Other: _____

Therefore, under G.L. c. 93A, I am entitled to statutory damages for each violation, or actual damages (doubled or trebled because the landlord's conduct was willful and knowing), whichever is greater.

Defense

Case Should be Continued for Determination of Available Rental Assistance

St. 2020, Ch. 257 (Section 2(b))

47. Because this case was brought for non-payment of rent, all court events relating to the landlord's case should be postponed for a determination of all available rental assistance for which I have applied or will apply, and upon approval and payment of the full rent then due, the landlord's claims for rent and possession must be dismissed.

Other Defenses & Counterclaims

48. My rent is paid by the Department of Transitional Assistance through vendor payments; therefore, I had no control over nonpayment of the rent.
49. I have exercised my rights under the repair and deduct statute (G.L. c. 111, §127L).
50. The landlord required me to pay for water in violation of G.L. c. 186, §22.
51. Foreclosure-related defenses/counterclaims (G.L. c. 93A):
- a. The foreclosure is void due to failure to comply with the: (i) power of sale in the mortgage contract, (ii) statutory or regulatory foreclosure requirements, and/or (iii) Note holding/transfer requirements pursuant to applicable law.
 - b. I was treated unfairly with respect to loan modification and/or alternatives to foreclosure.
 - c. I was treated unfairly with respect to pre-foreclosure notices.
 - d. My loan was predatory, unfair, and/or was unaffordable based on my income.
52. Upon information and belief, the landlord plans to convert my unit into a condominium and did not follow the applicable state or local law.
53. There is a failure or delay of a government agency (such as RAFT or city funds) in the mailing or delivery of the rent payment and therefore, the court must postpone this case by at least 7 days -- or such longer time as needed for the payment by the government agency-- and then, if the payment of rent and court costs is offered to the landlord, the tenancy is treated as not having been terminated and the landlord's claims for rent and

possession must be dismissed. G.L. c. 186, §11 (tenant under lease) and §12 (tenant at will).

54. I have other defenses or counterclaims as follows:

Evictions after Foreclosure

Defenses & Counterclaims

For Tenants Post-foreclosure

No just cause to evict tenants from properties when plaintiff is a bank or other “foreclosing owner”

Mass. Gen. Laws c. 186A, §2; c. 186, §14; and c. 93A

55. I am a *bona fide* tenant entitled to the protections of G.L. c. 186A.
56. Because the plaintiff does not have just cause to evict me and there is no binding purchase and sale agreement on the property as required by G.L. c. 186A, §2, this case should be dismissed.
57. The plaintiff's service of a Notice to Quit or other actions to force me to vacate the premises without just cause or without a contract for sale on the property violate G.L. c. 186A, §2; c. 186, §14; and c. 93A.
58. This defense and counterclaim entitles me to possession and damages under G.L. c. 186, §14, and/or c. 93A.

Defense & Counterclaim

For Tenants Post-foreclosure

Failure to comply with notice provisions of Mass. Gen. Law c. 186A when plaintiff is a bank or other “foreclosing owner”

Mass. Gen. Laws c. 186A, §3 and §4; c. 186, §14; and c. 93A

59. I am a *bona fide* tenant entitled to the protections of G.L. c. 186A.
60. Within 30 days of foreclosure, the plaintiff did not post, deliver or slide under my door a notice giving the plaintiff's contact information and information about who to call for repairs in violation of G.L. c. 186A, §§3 and 4.
61. The plaintiff served me with a Notice to Quit less than 30 days after it posted and delivered the required contact information in violation of G.L. c. 186A, §§3 and 4.
62. The plaintiff did not provide me with a written notice about my right to a court hearing in violation of G.L. c. 186A, §§3 and 4.
63. The plaintiff did not give me written notice claiming that I had substantially violated my lease or tenancy in violation of G.L. c. 186A, §4.
64. The plaintiff did not give me 30 days to cure the claim that I substantially violated my lease or tenancy in violation of G.L. c. 186A, §4.
65. The plaintiff did not inform me of the amount of monthly rent it claims and to whom the rent should be paid in violation of G.L. c. 186A, §§3 and 4.
66. Because the plaintiff did not comply with the notice requirements of G.L. c. 186A, §§3 and 4, this case should be dismissed.
67. This defense and counterclaim entitles me to possession and damages under G.L. c. 186, §14, and/or G.L. c. 93A.

Defense

**For Tenants and Owners Post-Foreclosure
Plaintiff has no standing/no superior right to possession**

68. The plaintiff's case should be dismissed because it does not have proper title to the property and therefore it cannot prove a superior right to possession of the property and the foreclosure is void. *Wayne Inv. Corp. v. Abbott*, 350 Mass. 775 (1966) (title defects can be raised as defense in summary process); G.L. c. 239, §1 (summary process available to plaintiff only if foreclosure carried out according to law).

WHAT I WANT THE COURT TO DO

69. On all claims and defenses, award me possession of my home.
70. On all claims and defenses, award me money damages, costs, attorney's fees (where applicable), and such other relief as is fair.
71. On all claims and defenses, enjoin the landlord as necessary from failing to reasonably cooperate with any requirements for the processing of applications for rental assistance and from failing to accept rental assistance for any rent the court finds to be owed.
72. On my claims and defenses, set aside and/or declare void the foreclosure upon my home, or grant other equitable and/or declaratory relief with respect to possession of my home.
73. Other: _____

The Court Should Allow Me to Stay in My Home

Mass. Gen. Laws c. 239, §8A (5th para.)

74. I request that the court apply G.L. c. 239, §8A (which applies both to non-payment and to no-fault evictions) to allow me to stay in my home as follows:
- a. Because the money owed to me on my counterclaims is greater than the amount of rent owed to the landlord, I win the eviction (possession of the property should be awarded to me in this action); or
 - b. I am entitled to the opportunity to pay to the court within seven (7) days the difference between what the court finds I owe my landlord and what the landlord owes me in order to keep possession of my home.

The Court Should Order the Landlord to Make Repairs

Mass. Gen. Laws c. 239, §8A (4th para.), and/or c. 111, §127I

75. I request the court to order the landlord to correct the defective conditions in my home.

The Court Should Order the Landlord to Make Reasonable Accommodations

Federal Fair Housing Act; Americans With Disabilities Act; Section 504
and/or Mass. Gen. Laws c. 151B

76. I and/or a member of my household have a disability and I request the court to order the landlord to accommodate the disability by stopping the eviction and/or taking steps to provide an accommodation to allow me to remain in my home.

The Court Should Find That I Was Not At Fault

77. The court should find that the landlord has not proven that I was at fault. This is a fault eviction case in which the landlord claimed I did something wrong (other than nonpayment of rent). The landlord did not prove that I did anything serious enough to justify eviction; therefore, the court should allow me to stay in my home.

The Court Should Continue this Case for Payment by Government Agency

78. The court should postpone this case for at least seven days (or such longer time as needed for the tender by the government agency) and, if the rent and court costs are then tendered/ offered, the landlord's claims for rent and possession must be dismissed. G.L. c. 186, §11, 12; See also St. 2000, c. 257.

The Court Should Allow Me More Time to Move

Mass. Gen. Laws c. 239, §9 or Court's Equitable Authority

79. If the court awards possession to the landlord, I need time to move. (The court may award *up to one year* for a household with an elderly or disabled person, or *up to six months* for any other tenant.)
- a. I am and/or a member of my household is elderly (over 60) or disabled.
- b. The court should also consider my situation as follows: _____

Request for a Jury Trial

Part I, Article XV of the Mass. Constitution; USPR 8; Mass. Gen. Laws c. 185C, § 21 and c. 218, §19B

- I claim my right to a trial by jury. (Jury trials are available in all courts.)

Note to Tenants: If you check this box, go back to the first page of this form and check the box in the heading that says "**With Jury Trial Request.**"

If you have checked any counterclaims (boxes 33-68), go back to the first page of this form and check the box in the heading that says "**Counterclaims.**"

I hereby certify that I [caused to be] delivered or mailed or emailed with the landlord consenting to service by email (*circle which one*) a copy of this Answer to the landlord or his/her lawyer (who is required to accept service by email) on _____ (*date*).

Note to Tenants: This Answer must be filed in court **AND** a copy received by your landlord, or by his/her lawyer if represented, **ON OR BEFORE** the first Monday after the Entry Date listed on the Summons and Complaint (or, **under COVID-19 orders, 3 business days before the first scheduled court event – parties will be notified by mail by court of the date of the first event**).

Signature of Tenant(s) (or Former Owner of Record)

Signature of Tenant(s) (or Former Owner of Record)

Printed Name

Printed Name

Note: *Each* person named as a Defendant in the Complaint **MUST** sign this Answer or file a separate Answer in order to protect his/her own rights.

Address

Apt. No.

City

State

Zip

Telephone Number

Date

Email (if any)