

On January 3, 2013 Governor Deval Patrick signed a bill extending certain housing rights and protections to victims of domestic violence, rape, sexual assault and stalking (Chapter 402 of the Acts of 2012), which amends G.L. c. 186 to add seven new sections (G.L. c. 186, §§ 23-29). The law will take effect in 90 days, i.e., by early April, 2013. Here's a brief summary:

- G.L. c. 186, § 23 has definitions of *co-tenant*, *domestic violence*, *housing subsidy provider*, *member of the household*, *owner*, *qualified third party*, *quitting date*, *rape*, *sexual assault*, *stalking*, and *tenant*.
- G.L. c. 186, § 24 allows a tenant or co-tenant to terminate a rental agreement and quit the premises upon written notification to the owner if a member of the household is a victim of domestic violence, rape, sexual assault, or stalking, if the notice is made within 3 months of the most recent act or this sort, or if a member of the household is reasonably in fear of imminent serious physical harm from these causes. The owner has the right to request proof (such as an abuse prevention order or police report), including the name of the perpetrator if known; any such proof must be held in confidence and not disclosed without written authorization or a court or government order. The tenant or co-tenant must quit the premises within 3 months of the notice; absent this, the original notice is void. The tenant is to be discharged for liability for rent for the first full rental period after the quitting date, and is still entitled to credit/refund of any advance deposit made (such as for last month's rent or security deposit). If another person remains in occupancy (such as co-tenant), that person's liability remains. If the tenant leaves belongings behind, they can be deemed abandoned unless the tenant indicates in writing responsibility for belongings and what should be done with them.
- G.L. c. 186, § 25 provides that an owner shall not refuse to enter into a rental agreement, nor shall a housing provider deny assistance, based upon an applicant having terminated a tenancy or requested a lock change under this act.
- G.L. c. 186, § 27 provides that an owner shall, upon the request of a tenant, co-tenant, or household member, change the locks if the tenant, co-tenant or household member reasonably believes that such individual is under an imminent threat of domestic violence, rape, sexual assault, or stalking. The owner may ask for proof, similar to the safeguards provided in § 24. If the threat is posed by a person who is a tenant, co-tenant, or household member, the owner may change the locks or deny a key to the alleged perpetrator upon receipt of an abuse prevention or harassment order or a record from a court or law enforcement indicating the threat. The owner must make a good faith effort to change the locks in 2 business days or give the tenant, co-tenant, or household member permission to change the locks. The owner may charge a fee for a lock change which shall not exceed the reasonable price customarily charged for changing such locks in that community. If the owner fails to change the locks within 2 business days, the tenant, co-tenant or household member can do so without the owner's permission. The tenant must, however, make a good faith effort to provide the owner with a key within 2 business day if that is required by the rental agreement. Lock changes done by the tenant must be done in a workmanlike manner with locks of similar or better quality than the original locks. If locks are changed, the new key shall not voluntarily be given to the perpetrator. The owner shall not be liable if he refuses to provide a key to any person based on the

reasonable belief that the person is the perpetrator. An owner may be liable for actual and consequential damages, or three months' rent, whichever is greater, if the owner does not comply with these obligations; however, damages will not be imposed if a court determines that the owner acted in good faith.

- G.L. c. 186, § 27 provides that the Housing Court, Superior Court, District Court, and Boston Municipal Court may restrain violations of the new law. In addition, the retaliatory eviction defense and damages remedy in G.L. c. 239, § 2A and G.L. c. 186, § 18 apply to any act taken in reprisal against a tenant, co-tenant, or household member for exercising lock change rights under G.L. c. 186, § 27. In addition, if a court has issued a protective order under G.L. c. 209A or other law, ordering a tenant, co-tenant, or member of the household to vacate the dwelling unit, the owner shall not interfere with the order.
- G.L. c. 186, § 28 provides that the rights added by the new law may not be waived in any lease or rental agreement.
- G.L. c. 186, § 29 provides that an owner who complies with G.L. c. 186, §§ 23-28, or with the requirements of an order under G.L. c. 209A, shall be relieved of liability to the vacated tenant-co-tenant, or member of the tenant's household, or to any other third party on account of the owner's good faith compliance with the court order or lock change, including the withholding of a key. Damages shall not be imposed if the court determines that the matter was a good faith dispute between the owner and tenants. Similarly, any owner who demonstrates that his/her conduct constituted a good faith effort to comply with the new law shall not be liable for multiple damages or attorney's fees.
- The statute also explicitly amends G.L. c. 239, § 2A to include, in activity protected from reprisal, taking action under G.L. c. 209A or G.L. c. 258E, seeking relief under the new act, reporting to a police officer or law enforcement an incident of domestic violence, rape, sexual assault, or stalking, or reporting a violation of an abuse prevention or anti-harassment order.