THE TRIAL COURT
COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS
BRISTOL, SS
DUKES, SS
NANTUCKET, SS
PLYMOUTH, SS

HOUSING COURT DEPARTMENT
SOUTHEASTERN DIVISION
Docket No. 25H83SP00249TA

**********
SAXONIS REALTY HOLDINGS, LLC *
Plaintiff *
*
v. *
*
NICOLE WESTFALL and *
MATTHEW WESTFALL *
Defendants *
**********

## MEMORANDUM OF DECISION AND ORDER ON DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

This matter was before the Court on March 25, 2025, on a motion for summary judgment (the "Motion") filed by the defendants, Nicole Westfall and Matthew Westfall ("Defendants" or "Tenants"). As grounds for the Motion, the Defendants contend that the Plaintiff, Saxonis Realty Holdings, LLC ("Plaintiff" or "Landlord"), failed to properly terminate their tenancy by providing a 30-day notice as required by the federal Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), 15 U.S.C. § 9058. The Plaintiff opposes the Motion, arguing that the 30-day notice provision of the CARES Act no longer applies in light of the termination of the COVID-19 national emergency.

## FACTUAL AND PROCEDURAL BACKGROUND

The Court finds the following facts, derived from the docket, Defendants' Motion and the Plaintiff's written opposition thereto, are undisputed:

The Defendants lease an apartment located at 188 Winthrop Street, Unit 3, in Taunton, Massachusetts (the "Premises") from the Plaintiff. (Defendants' Motion, paper #16; Plaintiff's Complaint). The Premises is a "covered dwelling" under the CARES Act. On March 6, 2024, the Plaintiff served a 14-Day Notice to Quit for non-payment of rent (the "Notice to Quit") on the Defendants. (Defendants' Motion, paper #16). On October 25, 2024, after the expiration of the Notice to Quit, the Plaintiff served a Summary Process Summons and Complaint (the "Complaint") on the Defendants alleging non-payment of rent. (Defendants' Motion, paper #16). On November 4, 2024, the Plaintiff filed the Complaint in the Taunton District Court. (Docket, paper #1). The Defendants transferred the case from Taunton District Court to the Southeast Housing Court by Notice of Transfer dated January 22, 2025. (Docket, paper #1).

A First Tier Court Event occurred on March 11, 2025. After the parties were unable to resolve the matter through mediation, the case was scheduled for a summary process trial on March 25, 2025. On March 18, 2025, the Defendants filed their Motion (paper #16), which the Plaintiff opposed (the "Opposition", paper #s 17 and 18). The Court heard argument on the Motion and Opposition on March 25, 2025, and gave the parties leave to file supplementary memoranda on the issue of the applicability of the 30-day notice requirement of the CARES Act (paper #s 20 and 21).

## APPLICABLE LAW

### a. Standard for Summary Judgment.

The standard of review on summary judgment "is whether, viewing the evidence in the light most favorable to the non-moving party, all material facts have been established and the moving party is entitled to a judgment as a matter of law." *Augat, Inc. v. Liberty Mut. Ins. Co.*, 410 Mass. 117, 120 (1991). *See*, Mass. R. Civ. P. Rule 56 (c). The moving party bears the

burden of affirmatively demonstrating these elements with admissible documents. *Pederson v. Time, Inc.*, 404 Mass. 14, 16-17 (1989).

Once the moving party meets its initial burden of proof, the burden shifts to the non-moving party "to show with admissible evidence the existence of a dispute as to material facts." *Godbout v. Cousens*, 396 Mass. 254, 261 (1985). The party opposing summary judgment "cannot rest on his or her pleadings and mere assertions of disputed facts to defeat the motion for summary judgment." *LaLonde et al. v. Eissner et al.*, 405 Mass. 207, 209 (1989). To defeat summary judgment the non-moving party must "go beyond the pleadings and by [its] own affidavits, or by the depositions, answers to interrogatories, and admissions on file, designate specific facts showing that there is a genuine issue for trial." *Kourouvacilis v. General Motors Corp. et al.*, 410 Mass. 706, 714 (1991).

**b. <u>The CARES Act.</u>**

On March 27, 2020, only weeks after the COVID-19 pandemic began, Congress enacted the CARES Act in response to the pandemic and the economic disruption it spawned. The CARES Act provided protection to tenants in certain covered housing units. Among other things, the CARES Act imposed a 120-day partial residential eviction moratorium which prohibited landlords of certain covered properties from initiating evictions for non-payment of rent. 15 U.S.C. § 9058(b). It further provided that a landlord "may not require the tenant to vacate the covered dwelling unit before the date that is 30 days after the date on which the lessor provides the tenant with a notice to vacate." 15 U.S.C. § 9058(c). The original 120-day eviction moratorium under the CARES Act expired on July 24, 2020. Notably, however, the 30-day notice language of Section 9058(c) included no explicit expiration date or sunset provision.

Section 9058(c) of the CARES Act contains the notice provision at issue. Subsection (c) is part of Section 9058, which is titled "Temporary moratorium on eviction filings." Section 9058 includes three subsections – (a), (b), and (c). Subsection (a) consists of definitions. Subsections (b) and (c) are the operative provisions, and provide as follows:

> (b) Moratorium
>
> During the 120-day period beginning on March 27, 2020, the lessor of a covered dwelling may not-
>
> (1) make, or cause to be made, any filing with the court of jurisdiction to initiate a legal action to recover possession of the covered dwelling from the tenant for nonpayment of rent or other fees or charges; or
>
> (2) charge fees, penalties, or other charges to the tenant related to such nonpayment of rent.
>
> (c) Notice
>
> The lessor of a covered dwelling unit-
>
> (1) may not require the tenant to vacate the covered dwelling unit before the date that is 30 days after the date on which the lessor provides the tenant with a notice to vacate; and
>
> (2) may not issue a notice to vacate under paragraph (1) until after the expiration of the period described in subsection (b).

15 U.S.C. § 9058(b)-(c).

**c. <u>Applicability of § 9058(c)(1) of the CARES Act.</u>**

The only argument[1] in the Motion before the Court is whether Section 9058(c)(1) of the CARES Act required the Plaintiff to provide a 30-day notice to vacate, instead of the 14-day

[1] The parties stipulated during the hearing that the Premises is a "covered dwelling" under the CARES Act. Additionally, the parties resolved the issue of whether the Plaintiff properly served the Defendants' subsidy provider prior to the Motion hearing.

Notice to Quit served on the Defendants.[2] Plaintiff asserts the 30-day notice requirement in the CARES Act was tied to the temporary 120-day moratorium, and the 30-day notice provision had expired when Plaintiff served its predicate 14-day Notice to Quit. Defendants argue the 30-day notice provision remains in effect, notwithstanding the expiration of the moratorium, because the plain language of Section 9058(c)(1) includes no expiration date. Notably, no Massachusetts court has directly addressed whether the 30-day notice provision of Section 9058(c)(1) remains in effect after the expiration of the "temporary moratorium" on eviction filings established by the CARES Act.

For the reasons set forth below, the Court rules as a matter of law that Section 9058(c)(1) of the CARES Act expired with the temporary eviction moratorium and does not apply to the instant tenancy, which was terminated by the Notice to Quit well after the temporary moratorium in Section 9058(b) had ended.

1. The 30-day Notice Provision of § 9058(c)(1) should be Read as a Whole in Conjunction with Related Provisions of the CARES Act.

The Defendants argue that Congress' failure to include an explicit end date to Section 9058(c) should preclude this Court from inserting any such limitation. The Court rejects such a narrow interpretation of the statute, however, because reading Section 9058 as a whole results in ambiguity, and reading Section 9058(c) in isolation would lead to absurd results. Accordingly, the Court considers the context of Section 9058(c), its language, the related provisions of Section 9058(a) and (b), and construes Section 9058 as a whole.[3]

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[2] Pursuant to Massachusetts law, a 14-day notice to quit for nonpayment of rent is ordinarily required to terminate a tenancy under a lease (G.L. c. 186, §11) or tenancy-at-will (G.L. c. 186, §12).

[3] The Court will not engage in an in-depth analysis here, except to note there is a divergence of decisions from courts in other states. See, e.g. *MIMG CLXXII Retreat on 6th, LLC v. Miller*, 16 N.W.3d 489 (Iowa 2025) (Section 9058(c) provision of CARES Act requiring 30-day notice only applies to rent defaults arising during the 120-day eviction moratorium); *Woodrock River Walk LLC v. Rice*, 82 Va. App. 355, 906 S.E.2d 682 (2024) (Section 9058(c) of CARES Act requires only that tenants cannot be compelled to vacate the premises by levy on execution during

Under principles of statutory interpretation, where a statute's language is plain, it should be enforced according to its terms. *Hardt v. Reliance Standard Life Ins. Co.*, 560 U.S. 242, 251 (2010). However, courts should note that the "meaning-or ambiguity-of certain words or phrases may only become evidence when placed in context." *FDA v. Brown & Williamson Tobacco Corp.*, 529 U.S. 120, 132 (2000). When deciding whether a statute's language is plain, courts should read the words 'in their context and with a view to their place in the overall statutory scheme.'" *King v. Burwell*, 576 U.S. 473, 486 (2015) (*quoting Brown & Williamson Tobacco Corp.*, 529 U.S. 120 at 133).

The Court relies on the rationale set forth by the Iowa Supreme Court in *MIMG CLXXII Retreat on 6th, LLC v. Miller*, 16 N.W.3d 489 (Iowa 2025) (hereinafter "*Miller*") in coming to its conclusion. As stated in *Miller*:

> "Read in isolation, 15 U.S.C. § 9058(c)(1) states that "[t]he lessor of a covered dwelling unit ... may not require the tenant to vacate the covered dwelling unit before the date that is 30 days after the date on which the lessor provides the tenant with a notice to vacate." There is no expiration date. But no statutory provision is an island, and we conclude that section 9058(c)(1) must be read together with the time limits in the provisions that precede and follow it. This is especially true because section 9058(c)(1) intrudes on a traditional area of state and local control, namely, landlord–tenant law. Also, the insular reading of section 9058(c)(1) would lead unavoidably to the conclusion that a landlord has to give a thirty-day pre-eviction notice even for tenants engaged in criminal activity or other actions that threaten the safety of other tenants. Just as section 9058(c)(1), read alone, has no temporal limits, it also has no limits based on the grounds for eviction. In addition, as we explain herein, an insular reading of section 9058(c)(1) results in a bizarre legal regime under which landlords could have *evicted* tenants from covered dwellings during the moratorium on certain grounds but could not have *served pre-eviction notices* on them.
>
> Accordingly, we conclude that section 9058(c)(1) must be read in conjunction with neighboring provisions. So read, it applies only to tenants who defaulted as to rent during the 120-day COVID-19-related moratorium on evictions."

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the 30-day notice period); *Arvada Vill. Gardens LP v. Garate*, 2023 CO 24, 529 P.3d 105 (Section 9058(c) of CARES Act remained in effect after expiration of moratorium provision); *GO HPS LLC v. Harris*, 231 N.Y.S.3d 802 (N.Y. Civ. Ct. 2025) (collecting cases considering whether the 30-day notice provision of the CARES Act continued to be effective after the temporary moratorium ended).

*MIMG CLXXII Retreat on 6th, LLC v. Miller*, 16 N.W.3d 489, 491 (Iowa 2025).

A strict reading of Section 9058(c) in isolation, without considering context provided by the remaining portions of Section 9058, causes inconsistent (and likely unintended) results. While Section 9058(c)(1) does not include any explicit end date, Section 9058(c)(1) likewise fails to include any explicit limitation on the *types of eviction cases* restricted by the 120-day moratorium. Yet some courts have imported subsection (b)'s nonpayment of rent limitation into subsection (c)(1)'s 30-day notice requirement, while not importing subsection (b)'s temporary moratorium period into subsection (c)(1). If Section 9058(c)(1) is read in insolation, then it applies to any ground for eviction at any time. This would mean 30 days' notice is required in all instances, including when a tenant is engaged in criminal activity, and such a reading produces an absurd result. Conversely, when Section 9058(c)(1) is read in conjunction with Section 9058(b), it is clear that the 120-day moratorium on evictions applies only to cases brought for rent defaults. It would be inconsistent to read Section 9058(c)(1) as limited to rent defaults, but unlimited as to time. See Hous. Auth. of Cnty. of King v. Knight, 30 Wash. App. 2d 95, 543 P.3d 891, review granted, 3 Wash. 3d 1007, 551 P.3d 431 (2024), and aff'd, 4 Wash. 3d 324, 563 P.3d 1058 (2025) (the three subsections of Section 9058 of the CARES Act are "intertwined"; "it is clear that Congress intended for [Section 9058] subsection (b), paragraph (c)(1), and paragraph (c)(2) to be connected to and read in conjunction with one another").

Another example of the unintended results which would arise from a narrow reading of Section 9058(c)(1) would be that the 30-day notice provision would apply to *all types* of eviction cases, and not only rent default cases. The plain language of Section (c)(1) does not specifically limit the type of cases which require a 30-day notice. Under a narrow reading of Section (c)(1), a 30-day notice would be required for rent defaults, cause-based lease defaults, public nuisance

actions brought under M.G.L. c. 139, §19, and summary process cases brought in connection with post-foreclosure evictions. It seems unlikely Congress intended such a result.

Additionally, both Sections 9058(b) and 9058(c) use the definitive article "the" when describing lessor and tenant (i.e., "the lessor" and "the tenant"). This suggests that Congress was referring to the same lessor and the same tenant who are already affected by the moratorium in subsection (b). If subsection (c)(1) were to have no temporal limitation and apply to defaults long after the COVID-19 pandemic had passed, Congress likely would have said "a landlord" and "a tenant".

Another provision of Section 9058 supporting the conclusion that subsection (c) should be read in conjunction with the neighboring provisions is the language in subsection (c)(2), which states that a lessor "may not issue a notice to vacate under paragraph (1) until after the expiration of the period described in subsection (b)." 15 U.S.C. § 9058(c)(2). In that subsection, the "period described in subsection (b)" is a reference to the 120-day moratorium described in Section 9058(b). *Id.* This lends support to the proposition that the "notice to vacate under paragraph (1) must have been a default that arose during the 120-day eviction moratorium. It would be perplexing for subsection (c)(1) to be *unrelated* to the 120-day eviction moratorium while being located between two provisions clearly related to it.

2. The Presumption against Federal Preemption of State Law Urges Interpretation of Section 9058(c)(1) in Conjunction with Related Provisions of the CARES Act.

Another reason this Court interprets Section 9058(c)(1) of the CARES Act in conjunction with neighboring provisions is that such a reading comports with the general presumption against federal preemption of state and local law. It is well-established there is a presumption against federal preemption of state and local law, especially in areas traditionally entrusted to state and local law (such as local landlord-tenant law). *Bond v. United States*, 572 U.S. 844, 857–58

(2014) ("It has long been settled, for example, that we presume federal statutes do not . . . preempt state law." (citations omitted)).

The interpretation of Section 9058(c)(1) urged by the Defendants would result in a nationwide *permanent* federal 30-day notice requirement for residential evictions as part of *temporary* COVID-19 related legislation.[4] This would mean the CARES Act's 30-day notice requirement would permanently preempt well-established Massachusetts law concerning the types of notices required to pursue certain eviction actions in Massachusetts courts. It seems unlikely Congress intended to go that far.

## CONCLUSION

For the above-stated reasons, the Court rules as follows:

1. The Defendants' Motion for Summary Judgment is **DENIED**.
2. This matter shall be set down for bench trial. The Clerk shall send notice of the first available trial date.

**SO ORDERED.**

July 21, 2025

Donna Salvidio, First Justice

cc: James C. Rudser, Esq.
Courtney Q. Diercks, Esq.

[4] The Court notes Section 9058 of the CARES Act is entitled "*Temporary* moratorium on eviction filings". The plain language of the title itself evidences Congress' intent to limit its provisions to defaults arising during the temporary moratorium period.

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