{%p set answer\_title = 'SUMMARY PROCESS ANSWER' %}

{%p if plead\_counterclaims %}

{%p set answer\_title = answer\_title + "\nWITH COUNTERCLAIMS" %}

{%p endif %}

{%p if claim\_jurytrial %}

{%p set answer\_title = answer\_title + "\nWITH JURY TRIAL REQUEST" %}

{%p endif %}

{{p include\_docx\_template('include\_CaseCaption.docx',caption\_title = 'ANSWER FORM',caption\_subtitle=answer\_title) }}

**TRIAL DATE:** {% if case.status == "late" %} {{case.original\_date}}(No Discovery requested)

{% endif %}{% if case.status == "summons" %}Rescheduled Trial Date: {{case.rescheduled\_date}} (Discovery requested)

{% endif %}

Facts

1. My name is {{ tenant.name }}.
2. I live at {{ tenant.address.on\_one\_line() }}. I moved in on or about {{ facts.tenant\_movein }}.
3. I pay {{ currency(showifdef('facts.tenant\_rent\_share')) }} in rent per {{ showifdef('facts.tenant\_rent\_frequency') }}.
4. {%p if facts.tenant\_has\_subsidy and subsidy\_type in ["Section 8 voucher","MRVP","HUD multi-family"] %}
5. I receive a rent subsidy. {% if facts.tenant\_contract\_rent %}The full contract rent is {{ currency(facts.tenant\_contract\_rent) }}. {% endif %}
6. {%p endif %}
7. {%p if facts.tenant\_has\_lease %}
8. I have a written lease.
9. {%p endif %}
10. I deny that I live in my home unlawfully and against the right of the landlord.
11. {%p if "nonpayment" in eviction\_reason or defined('dont\_owe\_rent') and dont\_owe\_rent %}
12. I deny that I owe the amount of rent or use and occupancy listed in the landlord’s complaint.
13. {%p endif %}

Defense

Tenancy Not Properly Terminated and/or Case Not Properly Brought

Mass. Gen. Laws, c. 186, §§11-13, 17

1. {%p if initial\_defense.no\_ntq %}
2. I never received a Notice to Quit.
3. {%p endif %}
4. {%p if initial\_defense.no\_proper\_termination %}
5. The landlord did not terminate my tenancy properly, for reasons not limited to but including the following:
   1. {%p if initial\_defense.ntq\_defective %}
   2. The notice to quit is defective.
   3. {%p endif %}
   4. {%p if initial\_defense.improper\_time\_given %}
   5. The notice to quit did not give the proper amount of time based on the terms of my tenancy and the reason provided in the notice.
   6. {%p endif %}
   7. {%p if initial\_defense.need\_ntq and initial\_defense.no\_ntq %}
   8. A notice to quit was required to terminate my tenancy but I never received a notice to quit.
   9. {%p endif %}
6. {%p else %}
7. The landlord did not terminate my tenancy properly.
8. {%p endif %}
9. {%p if initial\_defense.premature\_commencement %}
10. The landlord started this case before the Notice to Quit expired.
11. {%p endif %}
12. {%p if initial\_defense.varney %}
13. The landlord is a corporation or other business entity and this case was not brought by an attorney so it should be dismissed.
14. {%p endif %}
15. {%p if initial\_defense.defective\_summons %}
16. The Summons and Complaint is defective and/or was not properly served/filed.
17. {%p endif %}
18. {%p if eviction\_reason == 'nonpayment' and initial\_defense.cure %}
19. If I have ever owed the landlord rent, I paid or offered to pay it all within the time allowed by law.
20. {%p endif %}
21. {%p if initial\_defense.new\_tenancy %}
22. Even if my tenancy was terminated, a new tenancy was created by my landlord’s conduct.
23. {%p endif %}
24. {%p if initial\_defense.inconsistent\_reasons %}
25. The Complaint and the Notice to Quit state inconsistent reasons for eviction.
26. {%p endif %}
27. {%p if initial\_defense.no\_standing %}
28. The landlord does not have a superior right to possession and/or does not have standing to bring this action.
29. {%p endif %}
30. {%p if showifdef('initial\_defense.custom\_reason\_for\_dismissal') %}
31. The landlord’s case should be dismissed because {{ initial\_defense.custom\_reason\_for\_dismissal }}.
32. {%p endif %}
33. {%p if covid\_cares\_has\_federal\_mortgage%}
34. I live in property covered by the federal CARES Act (the CARES Act covers non-payment evictions from property with federally backed mortgages, §4023, and certain federally assisted property § 4024) and
    1. {%p if notice\_type != "thirty\_day" %}
    2. I did not receive a 30 day notice to quit after July 25, 2020 which is required by the CARES Act.;
    3. {%p endif %}
    4. {%p if covid\_cares\_mortgage\_in\_forbearance %}
    5. The mortgage on this property is in forbearance and the landlord cannot evict me while the mortgage is in forbearance
    6. {%p endif %}
35. {%p endif %}
36. {%p if covid\_cdc\_moratorium %}
37. I sent 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 January 31, 2021).
38. {%p endif %}

{%p if facts.tenant\_has\_subsidy %}

Defense

Failure to Comply with Rules for Public and Subsidized Housing

1. I am a tenant in public or subsidized housing and:
   1. {%p if subsidized\_housing.no\_proper\_termination %}
   2. The landlord did not terminate my tenancy as required by the lease or program rules or use restrictions that apply to the property.
   3. {%p endif %}
   4. {%p if subsidy\_type in ['Section 8 voucher'] and subsidized\_housing.no\_ntq\_to\_agency %}
   5. 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.
   6. {%p endif %}
   7. {%p if subsidized\_housing.no\_just\_cause %}
   8. 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.
   9. {%p endif %}
   10. {%p if showifdef('subsidized\_housing.no\_hearing\_or\_conference') %}
   11. 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.
   12. {%p endif %}
   13. {%p if subsidized\_housing.vawa %}
   14. 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).
   15. {%p endif %}

{%p endif %}

{%p if retaliation.is\_retaliated %}

Defense{% if plead\_counterclaims %} and Counterclaim{% endif %}

Retaliation

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

1. The landlord is trying to evict me and/or retaliate against me because:
   1. {%p if retaliation.withheld\_rent %}
   2. I withheld rent because of bad conditions, and/or told the landlord about bad conditions.
   3. {%p endif %}
   4. {%p if retaliation.badconditions\_to\_landlord %}
   5. I reported bad conditions in writing to the landlord.
   6. {%p endif %}
   7. {%p if retaliation.badconditions\_to\_agency %}
   8. I reported bad conditions orally and/or in writing to a public agency.
   9. {%p endif %}
   10. {%p if retaliation.tenant\_union %}
   11. I took part in a tenants’ meeting or organization.
   12. {%p endif %}
   13. {%p if retaliation.brought\_claim %}
   14. I brought a case/claim against the landlord.
   15. {%p endif %}
   16. {%p if retaliation.protection\_or\_prevention\_order %}
   17. 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;
   18. {%p endif %}
   19. {%p if retaliation.domestic\_violence %}
   20. 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.
   21. {%p endif %}
   22. {%p if retaliation.survivor\_rights %}
   23. 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.
   24. {%p endif %}
   25. {%p if show\_retaliation\_other %}
   26. {{ retaliation.other }}
   27. {%p endif %}

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.

{%p if retaliation.within\_6\_months %}

1. I am entitled to a presumption of retaliation because the landlord took action against me within 6 months of any of the above.

{%p endif %}

{%p endif %}

{%p if tenant.is\_discriminated %}

Defense{% if plead\_counterclaims %} and Counterclaim{% endif %}

Discrimination

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

1. My landlord has discriminated against me and/or a member of my household based on my:
   1. {%p for class in discrimination.protected\_classes.true\_values() %}
   2. {{ class }}
   3. {%p endfor %}

{%p endif %}

{%p if tenant.is\_disabled %}

{%p if disability.request\_reasonable\_accommodation %}

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

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

1. 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.
2. {%p endif %}
3. {%p endif %}

{%p if claims.harassment %}

Sexual Harassment

See Gnerre v. MCAD, 402 Mass. 502 (1988); Mass. Gen. Laws c. 151B, §4(6)

1. 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.
   1. {%p if discrimination.sexual\_harassment.pressured\_sexual\_favors %}
   2. I have been asked or pressured to give sexual favors.
   3. {%p endif %}
   4. {%p if discrimination.sexual\_harassment.tenancy\_terms\_changed %}
   5. Terms of my tenancy were changed because of my response to the sexual harassment.
   6. {%p endif %}
   7. {%p if discrimination.sexual\_harassment.unsafe\_or\_uncomfortable %}
   8. I felt unsafe or uncomfortable in my home as a result of sexual harassment.
   9. {%p endif %}

{%p endif %}

{%p if eviction\_reason == "fault" %}

Defense

Tenant Not Responsible for Alleged Behavior

1. {%p if fault.did\_not\_occur %}
2. I/a household member/guest did not do what my landlord alleges is the reason for eviction.
3. {%p endif %}
4. {%p if fault.not\_violation\_of\_agreement %}
5. What my landlord is claiming is not a violation of the rental agreement.
6. {%p endif %}
7. {%p if fault.no\_control\_of\_guest %}
8. 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.
9. {%p endif %}

{%p endif %}

{# Begin counterclaims #}

{%p if plead\_counterclaims %}

{%p if bad\_conditions.have\_conditions %}

Defense & Counterclaim

Or Offset to Any Claim for Use and Occupancy

Bad Conditions in My Home and Other Claims

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

1. 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:
2. {%p for condition in bad\_conditions.conditions.true\_values() %}
   1. {{ condition }}
   2. {%p endfor %}
   3. {%p if bad\_conditions.conditions['other'] %}
   4. {{ bad\_conditions.other\_condition }}
   5. {%p endif %}

{%p if bad\_conditions.landlord\_notified.any\_true() %}

1. The landlord knew or should have known about the bad conditions because:
   1. {%p for notified in bad\_conditions.landlord\_notified.true\_values() %}
   2. {{ notified}}
   3. {%p endfor %}

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.

{%p endif %}

{%p endif %}

{%p if paid\_deposit and security\_deposit.violated %}

Defense & Counterclaim

Or Offset to Any Claim for Use and Occupancy

Violation of the Security Deposit Law

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

1. I paid a security deposit of $ {{ security\_deposit.amount }} to my current/former (circle which one) landlord.
2. The landlord violated the security deposit law in the following way(s):
   1. {%p for violation in security\_deposit.violations.true\_values() %}
   2. {{violation}}
   3. {%p endfor %}

{%p endif %}

{%p if paid\_lmr and last\_months\_rent.violated %}

Defense & Counterclaim

Or Offset to Any Claim for Use and Occupancy

Last Month’s Rent

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

1. I paid last month’s rent of $ {{ last\_months\_rent.amount }} to my {{last\_months\_rent.to\_whom }} 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.

{%p endif %}

{%p if bqe.violated %}

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

1. The landlord did the following:
   1. {%p if bqe.heat %}
   2. Did not provide adequate heat.
   3. {%p endif %}
   4. {%p if bqe.hot\_water %}
   5. Did not provide adequate hot water.
   6. {%p endif %}
   7. {%p if bqe.unpaid\_utilities %}
   8. Did not pay for utilities that were the landlord’s responsibility.
   9. {%p endif %}
   10. {%p if bqe.shutoff\_utilities %}
   11. Shut off my utilities.
   12. {%p endif %}
   13. {%p if bqe.locked\_out %}
   14. Locked me out of my home.
   15. {%p endif %}
   16. {%p if bqe.removed\_possessions %}
   17. Put my possessions out without a court order.
   18. {%p endif %}
   19. {%p if bqe.bad\_conditions %}
   20. Allowed bad conditions to exist in my home.
   21. {%p endif %}
   22. {%p if bqe.entered\_without\_permission %}
   23. Entered my home without my permission and/or notice.
   24. {%p endif %}
   25. {%p if bqe.other %}
   26. Interfered with my right to enjoy my home in other ways by {{ bqe.other }}
   27. {%p endif %}

{%p if claims.utilities %}

{%p if bqe.billed\_no\_agreement %}

1. 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.
2. {%p endif %}
3. {%p if bqe.billed\_for\_others %}
4. 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.
5. {%p endif %}

{%p endif %}

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.

{%p endif %}

{%p endif %}{# End Counterclaims #}

{%p if facts.tenant\_has\_subsidy %}

Defense & Counterclaim

Or Offset to Any Claim for Use and Occupancy

Rent Liability in Public and Subsidized Housing

1. {%p if subsidy\_type in ['Section 8 voucher', 'MRVP'] and subsidized\_housing.stopped\_payment %}
2. The housing authority is responsible for rent.
3. The housing authority stopped payments to the landlord because repairs were not made.
4. {%p endif %}
5. {%p if subsidized\_housing.improper\_rent\_calculation %}
6. The housing authority/owner failed to properly calculate rent or to adjust the rent, and therefore I am entitled to a recalculation of rent and do not owe the amount claimed due.
7. {%p endif %}
8. {%p if subsidized\_housing.landlord\_overcharged %}
9. The landlord charged me more rent than the amount approved by the housing agency.
10. {%p endif %}

{%p endif %}

{%p if plead\_93a %}

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

1. 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.
2. The landlord acted in the following additional unfair or deceptive ways:
   1. {%p if consumer\_protection.late\_fees %}
   2. The landlord charged me late fees before my rent was thirty days late.
   3. {%p endif %}
   4. {%p if consumer\_protection.nonagreed\_rent %}
   5. The landlord charged a rent amount that I never agreed to pay.
   6. {%p endif %}
   7. {%p if consumer\_protection.unlawful\_court\_fees %}
   8. The landlord charged me constable or court fees unlawfully.
   9. {%p endif %}
   10. {%p if consumer\_protection.unlawful\_lease\_terms %}
   11. There are unlawful terms in my lease.
   12. {%p endif %}
   13. {%p if consumer\_protection.other %}
   14. Other: {{ consumer\_protection.other\_reason }}
   15. {%p endif %}

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.

{%p endif %}

Other Defenses & Counterclaims

1. {%p if showifdef('other.vendor\_payments') %}
2. My rent is paid by the Department of Transitional Assistance through vendor payments; therefore, I had no control over nonpayment of the rent.
3. {%p endif %}
4. {%p if not (facts.tenant\_has\_subsidy and subsidy\_type == 'public housing') %}
5. {%p if is\_condo\_conversion and (defined('condo\_violations') and condo\_violations.any\_true()) or (defined('condo\_local\_violations') and condo\_local\_violations.any\_true() ) %}
6. My apartment is being converted into a condominium or cooperative, and my landlord failed to provide me the protections required by state and / or local law as follows:
   1. {%p for violation in condo\_violations.true\_values() %}
   2. {{ violation }}
   3. {%p endfor %}
   4. {%p if defined('condo\_local\_violations') %}
   5. In addition, the landlord committed the following violations of local law.
      1. {%p for violation in condo\_local\_violations.true\_values() %}
      2. {{ violation }}
      3. {%p endfor %}
   6. {%p endif %}
7. {%p endif %}
8. {%p endif %}
9. {%p if showifdef('other.repair\_and\_deduct\_statute') %}
10. I have exercised my rights under the repair and deduct statute (G.L. c. 111, §127L).
11. {%p endif %}
12. {%p if showifdef('other.water\_violation') %}
13. The landlord required me to pay for water in violation of G.L. c. 186, §22.
14. {%p endif %}
15. {%p if not (facts.tenant\_has\_subsidy and subsidy\_type == 'public housing') and postforeclosure.is\_foreclosed %}
16. Foreclosure-related defenses/counterclaims (G.L. c. 93A):
    1. {%p if postforeclosure.failure\_to\_comply %}
    2. 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.
    3. {%p endif %}
    4. {%p if postforeclosure.unfair\_loan\_mod %}
    5. I was treated unfairly with respect to loan modification and/or alternatives to foreclosure.
    6. {%p endif %}
    7. {%p if postforeclosure.unfair\_notices %}
    8. I was treated unfairly with respect to pre-foreclosure notices.
    9. {%p endif %}
    10. {%p if postforeclosure.unfair\_loan\_based\_on\_income %}
    11. My loan was predatory, unfair, and/or was unaffordable based on my income.
    12. {%p endif %}
17. {%p endif %}
18. {%p if showifdef('initial\_defense.custom\_other') %}
19. {%p if delay\_in\_raft%}
20. 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).
21. {%p endif %}
22. I have other defenses or counterclaims as follows:
23. {{initial\_defense.custom\_other}}
24. {%p endif %}

{%p if not (facts.tenant\_has\_subsidy and subsidy\_type == 'public housing') and postforeclosure.is\_foreclosed %}

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

1. {%p if postforeclosure.no\_just\_cause.bona\_fide\_protections %}
2. I am a bona fide tenant entitled to the protections of G.L. c. 186A.
3. {%p endif %}
4. {%p if postforeclosure.no\_just\_cause.no\_binding\_purchase %}
5. 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.
6. {%p endif %}
7. {%p if postforeclosure.no\_just\_cause.ntq\_or\_other\_actions %}
8. 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.
9. {%p endif %}
10. 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

1. {%p if postforeclosure.no\_just\_cause.bona\_fide\_protections %}
2. I am a bona fide tenant entitled to the protections of G.L. c. 186A.
3. {%p endif %}
4. {%p if postforeclosure.notice\_provisions.no\_plaintiff\_info %}
5. 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.
6. {%p endif %}
7. {%p if postforeclosure.notice\_provisions.less\_than\_30\_days %}
8. 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.
9. {%p endif %}
10. {%p if postforeclosure.notice\_provisions.no\_right\_to\_court\_notice %}
11. 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.
12. {%p endif %}
13. {%p if postforeclosure.notice\_provisions.no\_written\_notice\_of\_violations %}
14. 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.
15. {%p endif %}
16. {%p if postforeclosure.notice\_provisions.no\_30\_days\_to\_cure\_claims %}
17. 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.
18. {%p endif %}
19. {%p if postforeclosure.notice\_provisions.plaintiff\_did\_not\_inform\_amount %}
20. 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.
21. {%p endif %}
22. {%p if postforeclosure.notice\_provisions.plaintiff\_did\_not\_comply\_with\_requirements %}
23. Because the plaintiff did not comply with the notice requirements of G.L. c. 186A, §§3 and 4, this case should be dismissed.
24. {%p endif %}
25. 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**

1. {%p if postforeclosure.no\_standing %}
2. 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).
3. {%p endif %}

{%p endif %} {# End foreclosure related defenses #}

{%p if non\_essential\_eviction %}

*Defense*

**This Eviction is Non-Essential and Must Be Dismissed Pursuant to the Eviction Moratorium**

Ch. 65 of the Acts of 2020

1. The allegations in this case do not involve or include “(a) criminal activity that may impact the health or safety of other residents, health care workers, emergency personnel, persons lawfully on the subject property or the general public; or (b) lease violations that may impact the health or safety of other residents, health care workers, emergency personnel, persons lawfully on the subject property or the general public.” As such, this eviction is non-essential and must be dismissed.

{%p endif %}

WHAT I WANT THE COURT TO DO

1. On all claims and defenses, award me possession of my home.
2. On all claims and defenses, award me money damages, costs, attorney’s fees (where applicable), and such other relief as is fair.
3. {%p if not (facts.tenant\_has\_subsidy and subsidy\_type == 'public housing') and postforeclosure.is\_foreclosed %}
4. 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.
5. {%p endif %}

{%p if plead\_8a %}

The Court Should Allow Me to Stay in My Home

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

1. 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:
   1. 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
   2. 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.

{%p if bad\_conditions.have\_conditions %}

The Court Should Order the Landlord to Make Repairs

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

1. I request the court to order the landlord to correct the defective conditions in my home.
2. {%p endif %}

{%p endif %} {# end plead\_counterclaims #}

{%p if tenant.is\_disabled %}

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

1. 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.
2. {%p endif %}

{%p if eviction\_reason == "fault" %}

The Court Should Find That I Was Not At Fault

1. 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.

{%p endif %}

{%p if delay\_in\_raft %}

**The Court Should Continue this Case for Payment by Government Agency**

1. 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 and 12.

{%p endif %}

The Court Should Allow Me More Time to Move

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

1. 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.)
   1. {%p if tenant.is\_disabled or tenant.is\_over60 %}
   2. I am and/or a member of my household is elderly (over 60) or disabled.
   3. {%p endif %}
   4. The court should also consider my situation as follows:

{{ needs\_time\_because }}

{% if claim\_jurytrial %}

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

1. I claim my right to a trial by jury.

{% endif %}

{%p if tenant.is\_nonnativespeaker and tenant.needs\_interpreter %}

Notice of Interpreter Request

M.G.L., ch. 261 §27A et. seq.

1. English is not my first language and I need an interpreter to allow me to effectively defend my case. I request my right to an interpreter for all court proceedings. I need an interpreter who speaks **{{ tenant.preferred\_language }}**.

{%p endif %}

{{p include\_docx\_template('include\_SignatureBlock.docx')}}