**Commonwealth of Massachusetts  
Trial Court**

**a.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ss: **d.** Name of Court \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
County

**b.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **e.** Civil Docket No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Plaintiff(s) - Tenant(s)

vs.

**c.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Defendant(s) - Landlord(s)

**Verified Complaint and Request For Emergency Order For Repairs and Other Relief**

**1.** Name of Plaintiff (the Tenant)   
Tenant’s Address   
Telephone Number

Email:

Name of Defendant (the Landlord)   
Landlord’s Address   
Telephone Number

Email:

**2.** I am seeking help from the Court because the Landlord did the following:

❑ Continues to fail/refuse to make repairs/comply with the State Sanitary Code including but not limited to the following problems in my home which still need to be fixed:

❑ cockroaches, bed bugs or mice/rats ❑ defective or leaky windows  
❑ water leak and plumbing problems ❑ defective ceilings, walls, or floors  
❑ electrical problems ❑ problems with heat and/or hot water

❑ lead paint ❑ defective locks or security problems

❑ other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

❑ (*Check ONLY if you are also seeking MONEY DAMAGES*) In the past, there were the following bad conditions in my home (during the last six years):

* Some or all of the conditions noted above.
* (*Describe past problems here)*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

❑ Failed to give me reasonable advance notice for entry/access to my home

❑ Came into my home without my permission.

❑ Failed to pay for one or more utilities (choose gas, electric and/or heat) without a written agreement requiring me to pay for utilities. (Under the State Sanitary Code, the landlord is responsible for all utilities unless there is a lease or writing making the tenant responsible for one or more utilities.) I do not have a lease or written utility agreement with my Landlord.

❑ Caused my heat, hot or cold water, gas or electricity to be shut off (*specify which: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*).

❑ Otherwise interfered with my enjoyment of my home by (*explain what happened*):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3.** I am seeking an Order from the Court because the Landlord’s action and/or failure to make repairs is causing me harm by making my home unhealthy or unsafe and/or causing me distress.

❑ I also need immediate relief because the Landlord’s behavior is causing me harm by:

❑ Putting my housing voucher at risk because the housing authority/subsidy provider will not continue a contract with the Landlord unless my home is “up to code”/in good condition.

* Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**4.** To the Landlord: Consumer Protection Act Demand (M.G.L. c. 93A). This Complaint is also a demand that you stop your unlawful conduct *and* that you make a reasonable offer of settlement to compensate me for the harm I have suffered within thirty (30) days. (*Note*: The Tenant will seek to file an Amended Complaint if the Landlord fails to make a reasonable settlement offer and otherwise comply with the law.)

❑ I already sent my Landlord a 93A Demand for Relief on or about \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date) and the Landlord has failed to make a reasonable settlement offer.

**5.** To the Landlord: This is also a demand that you not retaliate against me or take action to try to punish me for asserting my rights in violation of M.G.L. c. 186 §18. *See also* M.G.L. c. 239 § 2A.

REQUEST FOR RELIEF: I ask the Court to:

1. ❑ Issue an EMERGENCY ORDER e.g. Temporary Restraining Order, Preliminary Injunction, and/or Permanent Injunction requiring the Landlord to (check where appropriate):

❑ Make repairs so my home is up to code.

❑ Give me reasonable notice (48 hours) for repairs (unless there is an emergency).

❑ Not enter my home unless I am there or give permission in writing.

❑ Transfer all utilities to Landlord’s name and pay for utilities.

❑ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. ❑ Award me money damages, costs and attorney’s fees (if I have or get an attorney). My damages include but are not limited to:

* For breach of my right to quiet enjoyment, I am entitled to a minimum of three times my monthly rent or my actual damages, whichever is greater (actual damages include *e.g.* emotional distress and money losses) because the problems in my home were serious, my utilities were shut off, and/or the Landlord’s actions violated my right to enjoy my home. (*Note*: If I receive a subsidy, the minimum amount of damages of three months’ rent is s based on the full contract rent, not just my portion of the rent.)
* For breach of the warranty of habitability, I am entitled to damages because my rental unit was worth less due to the condition of my home and the problems that weren’t fixed. (*Note*: This is calculated by taking the amount of reduced rental value, e.g. 25%, 50% or some other percentage dollar amount, for the time my home was in bad condition and multiplying it by the number or days/months/years the problems existed.)
* For unlawful retaliation, I am entitled to *the greater of* one to three times my rent or my actual damages.
* For violation of the Consumer Protection Act (G.L. c. 93A), I am entitled to multiple (two or three times) my damages because my Landlord is in the business of renting properties (they do not live in my building and/or they own 3 or more rental units), and has acted unfairly or deceptively or failed to make a reasonable offer of settlement within 30 days of my demand.

**7.** Award such further relief as justice requires.

**8.** Waive the requirement of Rule 65(c) of the Massachusetts Rules of Civil Procedure that I provide security for the issuance of the above Order(s) because I cannot afford to provide such security.

**9.** Schedule a Preliminary Injunction Hearing before any Temporary Restraining Order that is granted expires.

Respectfully submitted, (*Note:* add multiple signature boxes for more than one tenant)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
*Plaintiff's/Tenant's signature*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Address

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Telephone Number

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Email Address (if any)

**10.** **VERIFICATION** (Note: by signing under penalty of perjury, this meets the requirement for an affidavit if you are seeking emergency relief from the court

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(Tenant)*, have personal knowledge of all of the facts stated above and swear under penalty of perjury that all of those facts are true and correct.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Commonwealth of Massachusetts  
Trial Court**

**a.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ss: **d.** Name of Court \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
County

**b.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **e.** Civil Docket No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Plaintiff(s) - Tenant(s)

vs.

**c.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Defendant(s) - Landlord(s)

**Grant of Temporary Restraining Orders(s),  
Notice of Preliminary Injunction Hearing and Summons**

It appears from the specific facts set out in the Verified Complaint filed with the clerk of this Court that immediate or irreparable loss or damage will result to the Plaintiff(s). Accordingly, at \_\_\_\_\_ o'clock \_\_\_\_. M., this \_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, Defendant(s) and his/her/their employees and agents are ordered to desist and refrain from:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Landlord is further ordered to make repairs as follows:

IMMEDIATELY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITHIN \_\_\_\_ DAYS OF THIS ORDER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For good cause shown, I order that no security be given by the Plaintiff(s)/Tenant(s) for the issuance of these Orders.

This Temporary Restraining Order EXPIRES 10 days from the date and time it was granted, BUT IT MAY BE RENEWED in the form of a preliminary injunction. At the Tenant's request, a hearing to decide if a preliminary injunction should be issued has been scheduled for:

DATE: The \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock.

Upon two days' notice to the Plaintiff(s), the Defendant(s) may apply to the Court to dissolve or modify the Temporary Restraining Order.

Further, the Landlord (Defendant(s) named above) must answer (respond to) this Complaint within 20 days of the date on which this Summons and a copy of the Complaint are received. The Answer must be in writing and must be filed with this Court and delivered to the Plaintiff(s)/Tenant(s). Failure to do so shall result in the entry of a default judgment against the Defendant(s) for the relief requested in the Complaint.

NOTIFICATION PARA LAS PERSONAS DE HABLA HISPANA: SI USTED NO PUEDE LEER INGLÉS TENGA ESTE DOCUMENTO LEGAL TRADUCIDO CUANTO ANTES.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Judge's Signature

(Please type or print)

**Commonwealth of Massachusetts  
Trial Court**

**a.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ss: **d.** Name of Court \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
County

**b.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **e.** Civil Docket No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Plaintiff(s) - Tenant(s)

vs.

**c.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Defendant(s) - Landlord(s)

**Order of Notice**

At the Court of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, held at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the county of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for Civil Business, on the \_\_\_\_\_\_\_\_\_ day of   
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_. On the following Complaint, it is Ordered that the Defendant/Tenant give notice to the said Plaintiff/Landlord to appear before said Court, on the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (month), 20\_\_\_\_, at \_\_\_\_\_\_ o'clock, Room \_\_\_\_\_, by causing to be delivered to the said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in hand, or left at their last and usual place of abode, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at least \_\_\_\_\_\_\_ days before the said \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, a true and attested copy of said Complaint thereon, that the said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ may then and there appear and show cause why a Temporary Restraining Order should not be issued.

NOTIFICATION PARA LAS PERSONAS DE HABLA HISPANA: SI USTED NO PUEDE LEER INGLÉS TENGA ESTE DOCUMENTO LEGAL TRADUCIDO CUANTO ANTES.

By the Court,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Clerk Magistrate Signature

*(Please type or print)*

**Commonwealth of Massachusetts  
Trial Court**

**a.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ss: **d.** Division \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
County

**b.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **e.** Civil Docket No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Plaintiff(s) - Tenant(s)

vs.

**c.** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Defendant(s) - Landlord(s)

**Contempt Complaint**

I/We, the Plaintiff(s)/Tenant(s) say:

**1.** That I am/we are the Plaintiff(s) in Civil Action No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ filed on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

**2.** That on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, this Court issued a Temporary Restraining Order/Preliminary Injunction that ordered the Defendant(s) to desist and refrain from:  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**3.** That said Temporary Restraining Order/Preliminary Injunction is still in force and effect.

**4.** That since \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, the Defendant(s) has/have willfully failed and/or refused to obey said order by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Therefore, I ask:

**5.** That an Order of Notice be issued by this Court requiring the Defendant(s) to show cause why he/she/they should not be adjudged in contempt of court.

**6.** That the Defendant(s) be found in contempt of court.

**7.** That the Court make further orders for relief as it deems proper and just.

**8.** Signed this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_

Signature

Address Telephone Number