TENANT’S {% if include\_conditions\_in\_complaint and complaint\_ask\_for\_tro or not include\_conditions\_in\_complaint and complaint\_ask\_for\_tro %}EMERGENCY {% endif %}MOTION

COMMONWEALTH OF MASSACHUSETTS TRIAL COURT

|  |  |
| --- | --- |
| {{ trial\_court.address.county }}, ss | {{ trial\_court }}  Docket number: |
| {{ users }}  {{ users.as\_noun("Tenant") }} / {{ users.as\_noun("Plaintiff") }} |  |
| vs. | {%p if include\_conditions\_in\_complaint and complaint\_ask\_for\_tro %}  **TENANT’S EMERGENCY MOTION FOR REPAIRS AND OTHER RELIEF**  {%p elif include\_conditions\_in\_complaint and not complaint\_ask\_for\_tro %}  **TENANT’S MOTION FOR REPAIRS AND OTHER RELIEF**  {%p elif not include\_conditions\_in\_complaint and complaint\_ask\_for\_tro %}  **TENANT’S MOTION FOR EMERGENCY RELIEF**  {%p else %}  **TENANT’S MOTION FOR RELIEF**  {%p endif %} |
| {{ other\_parties }}  {{ other\_parties.as\_noun("Landlord") }} / {{ other\_parties.as\_noun("Defendant") }} |  |

Plaintiff (the “Tenant”) hereby moves this Court to order Defendant (the “Landlord”), as owner or landlord of {{ users[0].address.on\_one\_line() }} (the “home”), to do the following:

1. {%p if include\_conditions\_in\_complaint %}
2. Make emergency needed repair(s) so the home is up to code and livable for the Tenant;
3. {%p endif %}
4. {%p if verified\_complaint\_claims["utility shutoff"].has\_claim %}
5. Immediately restore heat/electricity/water to the home;
6. {%p endif %}
7. {%p if verified\_complaint\_claims["utility no agreement"].has\_claim %}
8. Immediately transfer the utilities (electricity/gas) into the Landlord’s name, as there is no written agreement between the parties obligating the Tenant to be responsible for utilities;
9. {%p endif %}
10. {%p if verified\_complaint\_claims["illegal lockout"].has\_claim %}
11. Restore the Tenant’s access to the home and provide a working key;
12. {%p endif %}
13. {%p if verified\_complaint\_claims["entered without permission"].has\_claim %}
14. Not enter the Tenant’s home without permission;
15. {%p endif %}
16. Grant the Tenant relief as requested below.

The following facts and circumstances put the Tenant at risk of irreparable harm because they affect the health, well-being or safety of the Tenant:

* 1. {%p for condition in bad\_conditions.active\_conditions() %}
  2. {{ condition.original\_description }}
  3. {%p endfor %}
  4. {%p for condition in bad\_conditions.resolved\_conditions() %}
  5. {{ condition.original\_description }}
  6. {%p endfor %}
  7. {%p if bad\_conditions.has\_condition(["heat\_not\_working", "not\_64\_heat\_provided", "not\_68\_heat\_provided"]) %}
  8. Landlord failed to provide sufficient heat during the heating season.
  9. {%p endif %}
  10. {%p if bad\_conditions.has\_condition("heating\_over\_78") %}
  11. Landlord allowed the temperature to exceed 78 degrees in the heating season.
  12. {%p endif %}
  13. {%p if bad\_conditions.has\_condition(["water\_shutoff", "no\_water","no\_hot\_water\_heater", "insufficient\_water", "no\_hot\_water"]) %}
  14. Landlord failed to provide water, hot water, or failed to provide safe water.
  15. {%p endif %}
  16. {%p if verified\_complaint\_claims["illegal lockout"].has\_claim %}
  17. 10. On or around {{ verified\_complaint\_claims["illegal lockout"].date }} Landlord locked the Tenant out of the Tenant’s home or moved the Tenant’s belongings out without permission from the court, or threatened to do so, in violation of M.G.L. c. 186, §§14 and 15F and G.L. c. 184, §18{% if is\_landlord\_subject\_to\_93a %}, and M.G.L. c. 93A{% endif %}.
  18. {%p endif %}
  19. {%p if verified\_complaint\_claims["entered without permission"].has\_claim %}
  20. On or around {{ verified\_complaint\_claims["entered without permission"].date }} Landlord came into the premises without the Tenant’s permission in violation of M.G.L. c. 239, §8A, M.G.L. c. 186, §14{% if is\_landlord\_subject\_to\_93a %}, and M.G.L. c. 93A{% endif %}.
  21. {%p endif %}
  22. {%p if verified\_complaint\_claims["insufficient notice"].has\_claim %}
  23. On or around {{ verified\_complaint\_claims["insufficient notice"].date }} Landlord failed to give the Tenant reasonable advance notice for access to the premises in violation of M.G.L. c. 239, §8A, M.G.L. c. 186, §14{% if is\_landlord\_subject\_to\_93a %}, and M.G.L. c. 93A{% endif %}.
  24. {%p endif %}
  25. {%p if verified\_complaint\_claims["utility shutoff"].has\_claim %}
  26. On or around {{ verified\_complaint\_claims["utility shutoff"].date }} Landlord caused the Tenant’s {{ complaint\_utility\_shutoff.true\_values() }} to be shut off.
  27. {%p endif %}
  28. {%p if verified\_complaint\_claims["utility no agreement"].has\_claim %}
  29. On or around {{ verified\_complaint\_claims["utility no agreement"].date }} Landlord failed to pay for {{ complaint\_utility\_not\_paid.true\_values() }} utilities without an express written agreement requiring the Tenant to pay for utilities in violation of M.G.L. c. 239 §8A, M.G.L. c. 186, §14{% if is\_landlord\_subject\_to\_93a %}, and M.G.L. c. 93A{% endif %}.
  30. {%p endif %}
  31. {%p if verified\_complaint\_claims["other"].has\_claim %}
  32. On or around {{ verified\_complaint\_claims["other"].date }} Landlord also violated the law when they {{ fix\_punctuation(verified\_complaint\_claims["other"].details) }}
  33. {%p endif %}
  34. {%p if tenant\_gets\_rent\_subsidy and tenant\_subsidy\_is\_voucher and verified\_complaint\_tenant\_voucher\_at\_risk %}
  35. Putting the Tenant’s housing voucher at risk because the housing authority will not continue a contract with Landlord unless the premises meets the housing quality standards.
  36. {%p endif %}

{% if include\_conditions\_in\_complaint %}Immediate repairs are needed to the Property to make it livable. In the event that the Tenant needs to stay elsewhere while the home is brought up to code, the Landlord should provide suitable alternative accommodations while repairs are made. *See* 105 C.M.R. § 410.900(E). One or more of the Sanitary Code violations in the home are deemed to be threats to the health, well-being or safety of the Tenant, 105 C.M.R. § 410.630. {% endif %}Injunctive relief is authorized pursuant to G.L. c. 111 § 127I; G.L. c. 186 § 14; G.L. c. 93A and/or the Court’s general injunctive powers.

## Tenant’s Request for Relief

The Tenant asks the Court to:

1. Issue a Temporary Restraining Order, Preliminary Injunction, and Permanent Injunction requiring the Landlord to:
2. {%p if include\_conditions\_in\_complaint %}
3. Make repairs so the home is up to code.
4. {%p endif %}
5. {%p if verified\_complaint\_claims["utility no agreement"].has\_claim %}
6. Transfer all utilities to Landlord’s name and pay for utilities.
7. {%p endif %}
8. {%p if verified\_complaint\_claims["utility shutoff"].has\_claim %}
9. Restore utilities to the home.
10. {%p endif %}
11. {%p if verified\_complaint\_claims["illegal lockout"].has\_claim %}
12. Immediately restore the Tenant’s access to the home.
13. {%p endif %}
14. {%p if verified\_complaint\_claims["entered without permission"].has\_claim %}
15. Not enter the Tenant’s home without permission.
16. {%p endif %}
17. {%p if verified\_complaint\_claims["insufficient notice"].has\_claim %}
18. Give the Tenant reasonable notice for repairs: unless there is an emergency, at least 48 hours.
19. {%p endif %}
20. {%p if include\_conditions\_in\_complaint %}
21. If the Tenant is required to move out in order to make repairs or if it is otherwise necessary due to the Tenant’s circumstances, order the Landlord to provide comparable, suitable housing until such time as the repairs have been completed.
22. {%p endif %}
23. Waive the requirement of Rule 65(c) of the Massachusetts Rules of Civil Procedure that the Tenant provide security for the issuance of the above Order because the Tenant cannot afford to provide such security. The requirement to post security should also be waived for “good cause.” Requiring security to be posted for a residential tenant to bring their home up to code or otherwise enforce their right to safe housing would be against public policy.
24. Schedule a Preliminary Injunction Hearing prior to the expiration of any Temporary Restraining Order that may be granted.
25. Award such further relief as justice requires.

{%p if person\_answering == "attorney" and representation\_type == "entering\_appearance" %}

## Signature of Attorney

Respectfully submitted,

{{ users }}, {{ users.as\_noun("Plaintiff") }}

By their attorney,

{{ users[0].attorney.signature\_if\_final(i) }}

{{ users[0].attorney }}

{{ users[0].attorney.organization }}

{{ users[0].attorney.address.block() }}

{{ users[0].attorney.phone\_numbers() }}

{{ users[0].attorney.email }}

{%p else %}

## Signature of Tenant

Respectfully submitted,

{{ users[0].signature\_if\_final(i) }}

{{ users[0].name.full() }}

{% if users[0].mailing\_address == users[0].address %}{{ users[0].mailing\_address.block() }}{% else %}{{ users[0].address.block() }}

Mailing address:{{ users[0].mailing\_address.on\_one\_line() }}{% endif %}{% if users[0].mobile\_numbers() %}

{{ users[0].mobile\_numbers() }}{% else %}{{ users[0].phone\_numbers() }}{% endif %}  
{{ users[0].email }}

{%p endif %}

## Tenant’s Verification

I, {{ users }}, have personal knowledge of all of the facts stated above and hereby swear under the penalty of perjury that all of those facts are true.

{{ "" if person\_answering == "attorney" and representation\_type == "entering\_appearance" else users[0].signature\_if\_final(i) }}  
*Signature of tenant*

Date: {% if users[0].signature %}{{ today() }}{% endif %}

**Certificate of Service**

{%p if person\_answering == "attorney" and representation\_type == "entering\_appearance" %}

I, {{ users[0].attorney }}, certify that a true copy of this motion was given to the Landlord on {% if service\_today %}{{ today() }}{% else %}\_\_\_\_\_\_\_\_\_\_\_{% endif %} by {% if service\_method == “decide\_later” %}\_\_\_\_\_\_\_\_\_\_\_{% else %}{{ service\_method }}{% endif %}.

{%p else %}

I, {{ users }}, certify that a true copy of this motion was given to the Landlord on {% if service\_today %}{{ today() }}{% else %}\_\_\_\_\_\_\_\_\_\_\_{% endif %} by {% if service\_method == “decide\_later” %}\_\_\_\_\_\_\_\_\_\_\_{% else %}{{ service\_method }}{% endif %}.

{%p endif %}

{%p if service\_today %}

{{ users[0].attorney.signature\_if\_final(i) if person\_answering == "attorney" and representation\_type == "entering\_appearance" else users[0].signature\_if\_final(i) }}

{%p else %}

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

{%p endif %}

{%p if not person\_answering == "attorney" and not representation\_type == "entering\_appearance" %}

*Signature of tenant*

{%p endif %}