Mass. General Law Chapter 93A is a powerful consumer protection law. Chapter 93A protects tenants from unfair or deceptive business practices by their landlords. Chapter 93A violations can entitle you to double or treble damages if a court finds that the landlord engaged in “willful or knowing” violations of law. Chapter 93A applies if your landlord is “doing business” as a landlord. This means, for example, that Chapter 93A **does not apply:**

1. if you live in a two- or three-unit building, and your landlord lives in the same building as you and doesn’t own other rental units; or
2. if you live in public housing.

If Chapter 93A does apply, there are specific steps you must follow if you are bringing affirmative Chapter 93A claims against your landlord. (**Note: the instructions on this form DO NOT APPLY if you are bringing Chapter 93A counterclaims against your landlord to defend against an eviction.)** Chapter 93A violations can cover a wide range of landlord misconduct, including a landlord’s failure to fix bad conditions after being told about them, a landlord’s unlawful entry into your home, a landlord’s failure to put the utilities in their name if there is no written agreement making you responsible for the utilities, and a landlord’s mishandling of your security deposit.

Sending a 93A demand letter

The landlord may have committed a Chapter 93A violation if you have previously asked the landlord to fix bad conditions, and the landlord has not done so (or delayed unreasonably in doing so), or the landlord has not taken responsibility for utilities that should be the landlord’s responsibility. The first step to enforce your rights is to send your landlord a demand letter, which UpToCode can generate. If your landlord is not also the owner of your building, be sure to send the letter both to your landlord *and* to the owner. Send the demand letter to your landlord in multiple ways to show likely or actual receipt:

1. by **certified mail along with another copy** by **first-class mail with a receipt** *and* by **email**; *or*
2. **in person with a witness** (*and*by **email**).

No matter how you send the demand letter, keep a copy for yourself.

Waiting for a response

1. A landlord has **30 days** from when you mail or deliver the letter to give a written offer of settlement for your claims.
2. If the landlord responds to your demand within 30 days with a written offer of settlement, you have two choices:
   * First, you can accept the offer of settlement, and your 93A claims will be resolved.
   * Second, you can refuse the offer of settlement, but if you do, and you then file a 93A claim in your court complaint, the court can limit your money damages to the amount of the landlord’s settlement offer, if the settlement offer was “reasonable in relation to the injury” (the harm or loss) that you suffered.
3. If the landlord does not respond to your demand within 30 days, or fails to make a “reasonable” offer of settlement, you can then file a complaint in court for relief under Chapter 93A.
4. You **may not include a Chapter 93A claim in** a complaint that you file in court until you have waited 30 days after sending your Chapter 93A demand letter to the landlord. But you **can** go ahead and file your complaint with other claims, especially if you need to go to court right away for an emergency repair order. You can even include in your complaint a “93A demand” for a reasonable offer of settlement. After 30 days have passed from your landlord’s receipt of the complaint, then you can include your 93A claim. (It is safest to wait 30 days from receipt, instead of 30 days from when you sent it.)

Bringing your Chapter 93A claims in Court

After 30 days have passed from the time you sent your landlord a 93A demand letter (or from the time your landlord received a 93A demand in the Complaint you already filed), you can then bring your 93A claims in court, which can include requests for money damages and for injunctive relief.

1. If you have **not yet filed your complaint** in court, then you can include Chapter 93A claims in your Complaint. UpToCode can help with a **Verified Complaint for Repairs and Other Relief**.
2. If you have **already filed your complaint in court**,when the 30 days are up, you can **amend your complaint** to add a Chapter 93A claim.
   * If the landlord HAS NOT filed an Answer or responsive motion to your complaint: You **have the right to file an amended complaint** - once - at any time before your landlord responds to your original pleading.
   * If the landlord HAS filed an Answer or responsive motion to your complaint: You *may* be allowed to file an amended complaint **but you need to ask the court’s permission to do so**. UpToCode can help you with a Motion for Leave to File Amended Complaint to add your 93A claim (and any other claims you may wish to add).
   * You will also need to re-do your Complaint so the court can review it when considering your Motion. This time, add your Chapter 93A claim, and then type into the Word version of your complaint the words “Amended” before the title “Verified Complaint” in the caption at the top of the first page.
   * Print and fill out the motion and proposed Amended Complaint, and be sure to mail *and* email both documents to the landlord, or email them to the landlord’s attorney if they have one, before filing with the court.
   * Ask the Court Service Center or Lawyer for a Day Table if you need help.