VERIFIED COMPLAINT

COMMONWEALTH OF MASSACHUSETTS TRIAL COURT

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

Parties

1. {%p if users | length > 1 %}
2. Plaintiffs are Tenants (the “Tenant”) who live at {{ users[0].address.on\_one\_line() }} (the “home”).
3. {%p else %}
4. Plaintiff is the “Tenant” who lives at {{ users[0].address.on\_one\_line() }}.
5. {%p endif %}
6. {%p if other\_parties | length > 1 %}
7. Defendants are the Tenant’s Landlord:
   1. {%p for other\_party in other\_parties %}
   2. {{ other\_party.name }} who lives at {{ other\_party.address.on\_one\_line() }} and can be contacted at {% if other\_party.phone\_number and other\_party.email %}{{ other\_party.phone\_numbers() }} or {{ other\_party.email }}{% elif other\_party.phone\_number and not other\_party.email %}{{ other\_party.phone\_numbers() }}{% else %}{{ other\_party.email }}{% endif %}.
   3. {%p endfor %}
8. {%p else %}
9. Defendant is the Tenant’s Landlord who lives at {{ other\_parties[0].address.on\_one\_line() }} and can be contacted at {% if other\_parties[0].phone\_number and other\_parties[0].email %}{{ other\_parties[0].phone\_numbers() }} or {{ other\_parties[0].email }}{% elif other\_parties[0].phone\_number and not other\_parties[0].email %}{{ other\_parties[0].phone\_numbers() }}{% else %}{{other\_parties[0].email }}{% endif %}.
10. {%p endif %}

{%p if include\_conditions\_in\_complaint %}

## The Landlord’s Failure to Make Repairs Violates State Law and is a Breach of the Implied Warranty of Habitability

1. The Landlord has not made repairs to the home as required by the State Sanitary Code, 105 C.M.R 410.00, M.G.L. c. 111, §127I{% if is\_landlord\_subject\_to\_93a %}, and M.G.L. c. 93A{% endif %}. The problems in the home that need to be repaired on the date that the Tenant makes this complaint include but are not limited to:
   1. {%p for condition in bad\_conditions.active\_conditions() %}
   2. {{ condition.original\_description }}
   3. {%p endfor %}
2. {%p if complaint\_ask\_for\_damages and bad\_conditions.resolved\_conditions() %}
3. The problems in the home that have been repaired but were not repaired in a timely way include:
4. {%p for condition in bad\_conditions.resolved\_conditions() %}
5. {{ condition.original\_description }}
6. {%p endfor %}
7. {%p endif %}

## The Landlord’s Failure to Make Repairs is a Breach of the Tenant’s Right to Quiet Enjoyment

1. In addition to violating the Landlord’s implied warranty of habitability, the combined impact of the Landlord’s failure to make repairs to serious conditions is a breach of the Tenant’s right to quiet enjoyment. Mass. Gen. Laws c. 186, §14 and c. 93A.{% if bad\_conditions.has\_condition(["heat\_not\_working", "not\_64\_heat\_provided", "not\_68\_heat\_provided", "heating\_over\_78", "water\_shutoff", "no\_water","no\_hot\_water\_heater", "insufficient\_water", "no\_hot\_water"]) %} In addition to allowing serious bad conditions to exist in the Tenant’s home, the specific conditions below violated the Tenant’s right to quiet enjoyment:{% endif %}
2. {%p if bad\_conditions.has\_condition(["heat\_not\_working", "not\_64\_heat\_provided", "not\_68\_heat\_provided"]) %}
3. The Landlord failed to provide sufficient heat during the heating season.
4. {%p endif %}
5. {%p if bad\_conditions.has\_condition("heating\_over\_78") %}
6. The Landlord allowed the temperature to exceed 78 degrees in the heating season.
7. {%p endif %}
8. {%p if bad\_conditions.has\_condition(["water\_shutoff", "no\_water","no\_hot\_water\_heater", "insufficient\_water", "no\_hot\_water"]) %}
9. The Landlord failed to provide water, hot water, or failed to provide safe water.
10. {%p endif %}
11. {%p endif %} {# include conditions #}
12. {%p if verified\_complaint\_claims["illegal lockout"].has\_claim %}

## The Landlord’s Illegal Lockout or Self-Help Eviction is a Breach of the Tenant’s Right to Quiet Enjoyment

1. On or around {{ verified\_complaint\_claims["illegal lockout"].date }} the 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 %}. Specifically, {{ fix\_punctuation(verified\_complaint\_claims["illegal lockout"].details) }}
2. {%p endif %}
3. {%p if verified\_complaint\_claims["insufficient notice"].has\_claim or verified\_complaint\_claims["entered without permission"].has\_claim %}

## The Landlord’s Entry into the Tenant’s Home Without Reasonable Notice or Without Permission is a Breach of the Tenant’s Right to Quiet Enjoyment

1. {%p if verified\_complaint\_claims["entered without permission"].has\_claim %}
2. On or around {{ verified\_complaint\_claims["entered without permission"].date }} the Landlord came into the home without the Tenant’s permission in violation of M.G.L. c. 186, §14{% if is\_landlord\_subject\_to\_93a %}, and M.G.L. c. 93A{% endif %}. Specifically, {{ fix\_punctuation(verified\_complaint\_claims["entered without permission"].details) }}
3. {%p endif %}
4. {%p if verified\_complaint\_claims["insufficient notice"].has\_claim %}
5. On or around {{ verified\_complaint\_claims["insufficient notice"].date }} the Landlord failed to give the Tenant reasonable advance notice for access to the home in violation of M.G.L. c. 186, §14{% if is\_landlord\_subject\_to\_93a %}, and M.G.L. c. 93A{% endif %}. Specifically, {{ fix\_punctuation(verified\_complaint\_claims["insufficient notice"].details) }}
6. {%p endif %}
7. {%p endif %}
8. {%p if verified\_complaint\_claims["utility no agreement"].has\_claim %}

## The Landlord’s Failure to Pay for Utilities is a Breach of the Tenant’s Right to Quiet Enjoyment

1. {%p if verified\_complaint\_claims["utility shutoff"].has\_claim %}
2. On or around {{ verified\_complaint\_claims["utility shutoff"].date }} the Landlord caused the Tenant’s {{ complaint\_utility\_shutoff.true\_values() }} to be shut off. Specifically, {{ fix\_punctuation(verified\_complaint\_claims["utility shutoff"].details) }}
3. {%p endif %}
4. {%p if verified\_complaint\_claims["utility no agreement"].has\_claim %}
5. On or around {{ verified\_complaint\_claims["utility no agreement"].date }} the 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. 186, §14{% if is\_landlord\_subject\_to\_93a %}, and M.G.L. c. 93A{% endif %}. Specifically, {{ fix\_punctuation(verified\_complaint\_claims["utility no agreement"].details) }} (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. 105 CMR § 410.200) The Tenant does not have a written utility agreement with the Landlord.
6. {%p endif %}
7. {%p endif %}
8. {%p if verified\_complaint\_claims["other"].has\_claim %}

## The Landlord’s Other Violation of Massachusetts State Law

1. On or around {{ verified\_complaint\_claims["other"].date }} the Landlord also violated the law when they {{ fix\_punctuation(verified\_complaint\_claims["other"].details) }}
2. {%p endif %}

## The Landlord’s Actions Have Harmed the Tenant

1. The Tenant is seeking an order from the Court because the Landlord’s actions{% if include\_conditions\_in\_complaint %} and failure to make repairs{% endif %} are causing the Tenant harm by making the home unhealthy, unsafe, or causing the Tenant distress.
2. {%p if tenant\_gets\_rent\_subsidy and (tenant\_subsidy\_is\_voucher and verified\_complaint\_tenant\_voucher\_at\_risk) or verified\_complaint\_other\_emergency\_basis %}
3. The Tenant also needs immediate relief because the Landlord’s behavior is causing the Tenant harm by:
4. {%p if tenant\_gets\_rent\_subsidy and tenant\_subsidy\_is\_voucher and verified\_complaint\_tenant\_voucher\_at\_risk %}
5. Putting the Tenant’s housing voucher at risk because the housing authority will not continue a contract with the Landlord unless the home meets the housing quality standards.
6. {%p endif %}
7. {%p if verified\_complaint\_other\_emergency\_basis | length > 0 %}
8. {{ verified\_complaint\_other\_emergency\_basis }}
9. {%p endif %}
10. {%p endif %}
11. {%p if is\_landlord\_subject\_to\_93a %}

## The Landlord is Subject to the Consumer Protection Law, M.G.L. c. 93A

1. The Landlord is also subject to the Consumer Protection Act (G.L. c. 93A) because they are in the business of being a Landlord, in that:
   1. {%p if not landlord\_lives\_in\_building %}
   2. The Landlord does not live in the building and operates it as a business.
   3. {%p endif %}
   4. {%p if building\_larger\_than\_4\_units %}
   5. The building has more than 4 units.
   6. {%p endif %}
   7. {%p if landlord\_rents\_other\_property %}
   8. The Landlord owns multiple buildings for the purposes of rental income.
   9. {%p endif %}
2. {%p if demand\_letter\_sent %}
3. On or about {{ date\_of\_93A\_notice }} the Tenant sent the Landlord a letter demanding a reasonable offer of settlement, pursuant to the consumer protection law, M.G.L. c. 93A.
4. {%p if not got\_93a\_settlement\_offer %}
5. The Landlord did not respond to the Tenant’s demand letter with a reasonable settlement offer within 30 days.
6. {%p endif %}}
7. {%p else %} {# demand letter not already sent #}

## Demand to the Landlord for Reasonable Offer of Settlement Pursuant to M.G.L. C. 93A

1. This Complaint is also a demand that the Landlord stops their unlawful conduct and that the Landlord makes a reasonable offer of settlement to compensate the Tenant for the harm the Tenant has suffered within thirty (30) days.
2. 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.
3. {%p endif %} {# demand letter sent #}
4. {%p endif %} {# is\_landlord\_subject\_to\_93a #}

## Demand That the Landlord Not Retaliate Against the Tenant

1. To the landlord: this complaint is also a demand that you not retaliate against the Tenant or take any action to try to punish the Tenant for asserting their rights in violation of M.G.L. c. 186, §18. Any action taken to retaliate against the Tenant may entitle the Tenant to additional damages of up to 3 times their monthly rent.

## The 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:
   1. {%p if include\_conditions\_in\_complaint %}
   2. {%p if bad\_conditions.active\_conditions() %}
   3. Make repairs so that the Tenant’s home is up to code.
   4. {%p endif %}
   5. Give the Tenant reasonable notice for repairs: unless there is an emergency, at least 48 hours.
   6. {%p endif %}
   7. {%p if verified\_complaint\_claims["illegal lockout"].has\_claim %}
   8. Immediately allow the Tenant access to the Tenant’s home and refrain from further attempts or threats of illegal lockouts or illegal removal of the Tenant’s possessions from the home.
   9. {%p endif %}
   10. {%p if verified\_complaint\_claims["insufficient notice"].has\_claim %}
   11. Give reasonable notice (48 hours) for repairs.
   12. {%p endif %}
   13. {%p if verified\_complaint\_claims["entered without permission"].has\_claim %}
   14. Not enter the home unless the Tenant is there or gives permission in writing.
   15. {%p endif %}
   16. {%p if verified\_complaint\_claims["utility shutoff"].has\_claim %}
   17. Restore the Tenant’s utility service.
   18. {%p endif %}
   19. {%p if verified\_complaint\_claims["utility no agreement"].has\_claim %}
   20. Transfer all utilities to the Landlord’s name and pay for utilities.
   21. {%p endif %}
   22. {%p if include\_conditions\_in\_complaint %}
   23. Stop interfering with the Tenant’s right to quiet enjoyment of the home and a safe and sanitary apartment.
   24. {%p endif %}
   25. {%p if complaint\_ask\_for\_damages %}
2. Award the Tenant money damages, costs, and attorney’s fees. The Tenant’s damages include but are not limited to:
   1. For breach of the Tenant’s right to quiet enjoyment, award the Tenant a minimum of three times the monthly rent or actual damages, whichever is greater. The rent is {{ currency(tenant\_unit\_rent) }}.
3. Actual damages include but are not limited to emotional distress and money losses because the problems in the home were serious, the Tenant’s utilities were shut off, or the Landlord’s actions violated the Tenant’s right to enjoy the home.
4. {%p if tenant\_gets\_rent\_subsidy %}
5. Because the Tenant gets a rent subsidy, the minimum amount of damages of three months’ rent is based on the full contract rent, not just the Tenant’s portion of the rent.
6. {%p endif %}
   1. {%p if include\_conditions\_in\_complaint %}
   2. For breach of the warranty of habitability, award the Tenant damages because the rental unit was worth less due to the condition of the home and the problems that weren’t fixed. Damages are based on the percentage reduction in the value of the home caused by the Landlord’s failure to make repairs.
   3. {%p endif %}
   4. {%p if landlord\_subject\_to\_consumer\_protection\_law %}
   5. For violation of the Consumer Protection Act (G.L. c. 93A), award the Tenant up to 3 times the damages because the Landlord has acted unfairly, deceptively, or failed to make a reasonable offer of settlement within 30 days of the Tenant’s demand.
   6. {%p endif %}
   7. {%p endif %}
   8. {%p if complaint\_ask\_for\_relocation %}
   9. If the Tenant is required to move out so the Landlord can make repairs or if it is otherwise necessary due to the Tenant’s circumstances, order the Landlord to provide alternative housing or to arrange and pay for a hotel that is comparable in size, amenities, and location until such time as the repairs have been completed.
   10. {%p endif %}
   11. 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.
   12. Schedule a Preliminary Injunction Hearing prior to the expiration of any Temporary Restraining Order that may be granted.
   13. 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 %}

## {%p if users | length > 1 %}

{%p for user in users %}

## Signature of Tenant

Respectfully submitted,

{{ user.signature\_if\_final(i) }}

{{ user.name.full() }}

{% if user.mailing\_address == user.address %}{{ user.mailing\_address.block() }}{% else %}{{ user.address.block() }}

Mailing address:{{ user.mailing\_address.on\_one\_line() }}{% endif %}

{%p if user.phone\_numbers() %}

{{ user.phone\_numbers() }}

{%p endif %}

{{ user.email }}

## Tenant’s Verification

I, {{ user }}, 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 user.signature\_if\_final(i) }}  
*Signature of tenant*

Date: {% if user.signature %}{{ today() }}{% endif %}

{%p endfor %}

{%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 %}

{%p if users[0].phone\_numbers() %}

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

{%p endif %}

{{ users[0].email }}

## 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 %}

{%p endif %}

{%p endif %}