**The Eviction Process in Massachusetts, From Start to Finish**

1. A landlord files a *notice to quit*, beginning the eviction process, either for *nonpayment of rent* or *cause* (any other reason)
   1. Notice to quit is for *nonpayment of rent*
      1. Landlord tenant agreement is a *lease*
         1. Property is not covered under the CARES act
            1. Landlord files a 14-day *notice to quit*
            2. Tenant can *cure* the nonpayment by paying the landlord all owed rent with interest and costs within 14 days
         2. Property is covered under the CARES act
            1. Landlord files a 30-day *notice to quit*
            2. Tenant can *cure* the nonpayment by paying the landlord all owed rent with interest and costs within 30 days or at the end of the next rental period, whichever is longer.
      2. Landlord tenant agreement is *at-will*
         1. Property is not covered under the CARES act
            1. Landlord files a 14-day *notice to quit*
            2. Tenant can *cure* the nonpayment by paying the landlord all owed rent with interest and costs within 14 days if they have not received a notice to quit for not paying rent in the last 12 months
         2. Property is covered under the CARES act
            1. Landlord files a 30-day *notice to quit*
            2. Tenant can *cure* the nonpayment by paying the landlord all owed rent with interest and costs within 30 days or at the end of the next rental period, whichever is longer.
   2. Notice to quit is for *cause*
      1. Landlord tenant agreement is a *lease*
         1. Property is not covered under the CARES act
            1. Landlord files a notice to quit of length in accordance with what is specified in the lease – usually 7 days
            2. After the 7th day, the landlord can file a summary process summons and complaint
         2. Property is covered under the CARES act
            1. Landlord files a 30-day *notice to quit*
            2. After the 30th day or the end of the next rental period (whichever is longer), the landlord can file a summary process summons and complaint
      2. Landlord tenant agreement is *at-will*
         1. Property is not covered under the CARES act
            1. Landlord files a 30-day *notice to quit*
            2. After the 30th day or the end of the next rental period (whichever is longer), the landlord can file a summary process summons and complaint
         2. Property is covered under the CARES act
            1. Landlord files a 30-day *notice to quit*
            2. After the 30th day or the end of the next rental period (whichever is longer), the landlord can file a summary process summons and complaint
2. If the tenant does not cure the nonpayment OR if the eviction was for cause (and not nonpayment), and the notice to quit period has elapsed completely (i.e., for a 14 day notice to quit, we are at the 15th day after the notice to quit was served), tenancy is terminated. At this point, the tenant may choose to either stay or to leave the premises
3. The landlord may serve a summary process summons and complaint
   1. Physically, a summons and complaint form is purchased from the housing court and then served to the tenant. It includes:
      1. The “entry date,” which is the date on which the landlord goes to the court to file the papers. “Entry date” must be on a Monday between 7 and 30 days after the summary process summons and complaint was served. If Monday is a holiday, then it is possible for the following Tuesday to be the entry date.
      2. The deadline for the tenant to file an answer
      3. The date and location of the trial
   2. Often, the landlord pays a constable (a sworn officer for a municipality in Massachusetts) to serve the tenant with the summary process summons and complaint so as to have a third party witness of service.
4. Upon receiving the summons and complaint, the tenant may file a Summary Process Answer Form with the court. This form is free. It contains:
   1. Defenses, or legal reasons that the landlord should not evict the tenant
   2. Counterclaims, or claims by the tenant against the landlord
      1. For example, the tenant may claim that the landlord owes them money for breaking the law
      2. Another possibility is that the tenant may ask the court to order the landlord to fix the heating system
5. At this time, the tenant may also file for Discovery. This is the court process that allows
6. Tenant may call for discovery. This allows the tenant to request information from their landlord, which the landlord must provide under oath. The tenant may also requests documents from the landlord which would be useful in preparing a case.
   1. If the landlord refuses to give the information requested, the tenant can file a Motion to Compel, ordering the landlord to respond to the tenant’s Discovery
   2. As long as the court receives the request for discovery by the answer deadline, the trial is postponed by two weeks.