

TENANTS AND DOMESTIC VIOLENCE

For the victim of domestic violence in a rental apartment, getting out of the situation has often been complicated by obligations under a lease. Now, thanks to a new law, if you or another member of your household has been a victim of domestic violence, you can get out of your lease.

You can terminate your tenancy and leave the premises by sending the landlord written notice that a member of the household is a victim of domestic violence, rape, sexual assault, or stalking. The notice must be given within three months of the most recent act of domestic violence, rape, sexual assault, or stalking, and must include the name of the perpetrator, if you know it. You must move out within three months after you give the notice, or the notice to terminate will be void.

When you move out within three months after you give the notice, you are discharged from liability for rent or use and occupancy for thirty days or one full rental period after the date you move out, whichever is later. You will be entitled to a refund of any prepaid rent for any period thereafter. You are entitled to a full and specific statement of the basis for retaining any of the security deposit, together with any refund due in compliance with the security deposit law, within 30 days after your tenancy has ended and all occupants have delivered full possession of the premises to the landlord.

If you leave belongings when you vacate, you must indicate in writing to the landlord and to your housemates the responsibility for the belongings and the action to be taken with respect to the belongings. If you don't, your belongings will be deemed abandoned and may be disposed of.

If you move out, but other tenants or co-tenants in the apartment remain, the landlord's rights and obligations with regard to those who remain in the apartment are unaffected. A landlord who in good faith initiates legal action against a person remaining in the premises and a housing subsidy provider who terminates or denies a rental subsidy to a person remaining cannot be subject to a claim of retaliation or any other claim for doing so.

If you are breaking a lease because of recent or ongoing domestic violence, rape, sexual assault, or stalking, the landlord may request that you provide proof to show that a protective order or third-party verification is in effect or was obtained within the prior three months, or that you are reasonably in fear of imminent serious physical harm. This can be satisfied by producing any one of the following documents:

- a copy of a valid protection order obtained by a tenant, co-tenant, or member of the household;

- a record from a federal, state, or local court or law enforcement of an act of domestic violence, rape, sexual assault, or stalking and the name of the perpetrator, if known;
- a written verification from any other qualified third party to whom the tenant, co-tenant, or member of the household reported the domestic violence, rape, sexual assault, or stalking. The verification must include the name of the organization, agency, clinic, or professional service provider and include the date of the incident and the name of the perpetrator if known. Any adult victim who has the capacity to do so must provide a statement under penalty of perjury that the incident described in such verification is true and correct.

A landlord or housing subsidy provider who obtains written proof of the victim's status is required to keep the documentation and the information contained in it confidential and not provide or allow access to the documentation in any way to any other person or agency, unless the victim provides written authorization for release of the information, or unless required by court order, government regulation, or government audit requirements.

On the request of a tenant, co-tenant, or household member the landlord must change the locks of the individual dwelling unit in which that person lives if the person reasonably believes that they are under an imminent threat of domestic violence, rape, sexual assault, or stalking at the premises. The landlord has the right to request, in good faith, proof of the person's status as a victim of domestic violence, rape, sexual assault, or stalking, including the name of the perpetrator, if known, as provided above.

If the threat of domestic violence, rape, sexual assault, or stalking is posed by a person who is a tenant, co-tenant, or household member, the landlord may change the locks and deny the alleged perpetrator a key, upon receiving a request to do so. The request must be accompanied by one of the documents referred to above.

A landlord who has received a request to change the locks has two business days to make a good-faith effort to do so or give the person requesting the lock change permission to do so. The landlord is then required to make a good faith effort to give a key to the new locks to the person requesting the lock change as soon as possible within the same two business days. The landlord may charge a fee for the expense of changing the locks. The fee cannot exceed the reasonable price customarily charged for changing locks in that community.

If a landlord fails to change locks after receiving a request within two business days, the tenant, co-tenant, or household member may change the locks without the landlord's permission. If the rental agreement requires that the landlord retain a key to the premises, and if a tenant, co-tenant, or household member changes the locks, that person must make a good faith effort to provide a new key to the landlord within two business days of the lock change. If the locks are changed without the landlord's permission, they must be changed in a workmanlike manner with locks of similar or better quality than the original locks. If the landlord believes that the locks were not of equal or better quality or were not installed properly, the landlord may replace a lock

installed by the tenant, co-tenant, or household member, or seek reimbursement for additional costs incurred, and doing so is not deemed to be in retaliation.

If the locks are changed under this law, a tenant, co-tenant, or household member must not voluntarily give the new key to the perpetrator. A landlord who refuses to provide a key to any person based on the reasonable belief that such person is the perpetrator of alleged domestic violence, rape, assault, or stalking is not liable for such refusal.

A landlord who tries to prevent the tenant, co-tenant, or household member who has complied with the requirements of this law from changing the locks or who changes the locks but fails to make a good faith effort to provide a key to the tenant, co-tenant, or household member who requested the lock change is liable for actual and consequential damages or three months' rent, whichever is greater, and the costs of the action, including reasonable attorneys' fees. All of this may be applied against any rent or use and occupancy owing. Damages will not be imposed if the court determines that the landlord acted in good faith.

If a court has issued a domestic violence protective order, ordering a tenant, co-tenant, or household member to vacate the dwelling unit, the landlord cannot interfere with the order and, upon request to change the locks, must comply with the request.

A landlord cannot refuse to enter into a rental agreement, and a housing subsidy provider cannot deny assistance, based on an applicant's having terminated a rental agreement or based upon an applicant's having requested a lock change under this law.

The superior court, housing court, district court, and Boston municipal court have jurisdiction to restrain violations of the law, and an act taken in reprisal against a person for requesting locks changed is protected by the laws against retaliation.

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