

HOUSE No. 4878

The Commonwealth of Massachusetts

PRESENTED BY:

Mike Connolly and Kevin G. Honan

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act to guarantee housing stability during the COVID-19 emergency and recovery.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
<i>Mike Connolly</i>	<i>26th Middlesex</i>
<i>Kevin G. Honan</i>	<i>17th Suffolk</i>
<i>Nika C. Elugardo</i>	<i>15th Suffolk</i>
<i>Patricia D. Jehlen</i>	<i>Second Middlesex</i>
<i>David Paul Linsky</i>	<i>5th Middlesex</i>
<i>Peter Capano</i>	<i>11th Essex</i>
<i>Daniel J. Ryan</i>	<i>2nd Suffolk</i>
<i>Christine P. Barber</i>	<i>34th Middlesex</i>
<i>Michael F. Rush</i>	<i>Norfolk and Suffolk</i>
<i>Elizabeth A. Malia</i>	<i>11th Suffolk</i>
<i>Kay Khan</i>	<i>11th Middlesex</i>
<i>Tami L. Gouveia</i>	<i>14th Middlesex</i>
<i>Jack Patrick Lewis</i>	<i>7th Middlesex</i>
<i>James K. Hawkins</i>	<i>2nd Bristol</i>
<i>Michael J. Moran</i>	<i>18th Suffolk</i>
<i>Gerard J. Cassidy</i>	<i>9th Plymouth</i>
<i>Steven Ultrino</i>	<i>33rd Middlesex</i>
<i>Sal N. DiDomenico</i>	<i>Middlesex and Suffolk</i>

<i>Louis L. Kafka</i>	<i>8th Norfolk</i>
<i>Carmine Lawrence Gentile</i>	<i>13th Middlesex</i>
<i>Jay D. Livingstone</i>	<i>8th Suffolk</i>
<i>Andres X. Vargas</i>	<i>3rd Essex</i>
<i>Adrian C. Madaro</i>	<i>1st Suffolk</i>
<i>Mindy Domb</i>	<i>3rd Hampshire</i>
<i>Lindsay N. Sabadosa</i>	<i>1st Hampshire</i>
<i>Tommy Vitolo</i>	<i>15th Norfolk</i>
<i>Tricia Farley-Bouvier</i>	<i>3rd Berkshire</i>
<i>Liz Miranda</i>	<i>5th Suffolk</i>
<i>Denise Provost</i>	<i>27th Middlesex</i>
<i>Tram T. Nguyen</i>	<i>18th Essex</i>
<i>Natalie M. Higgins</i>	<i>4th Worcester</i>
<i>Alan Silvia</i>	<i>7th Bristol</i>
<i>Linda Dean Campbell</i>	<i>15th Essex</i>
<i>Denise C. Garlick</i>	<i>13th Norfolk</i>
<i>Paul McMurtry</i>	<i>11th Norfolk</i>
<i>Jon Santiago</i>	<i>9th Suffolk</i>
<i>Stephan Hay</i>	<i>3rd Worcester</i>
<i>Sonia Chang-Diaz</i>	<i>Second Suffolk</i>
<i>James B. Eldridge</i>	<i>Middlesex and Worcester</i>
<i>Jason M. Lewis</i>	<i>Fifth Middlesex</i>
<i>Joseph W. McGonagle, Jr.</i>	<i>28th Middlesex</i>
<i>Frank A. Moran</i>	<i>17th Essex</i>
<i>Mary S. Keefe</i>	<i>15th Worcester</i>
<i>Joanne M. Comerford</i>	<i>Hampshire, Franklin and Worcester</i>
<i>Daniel Cahill</i>	<i>10th Essex</i>
<i>Ruth B. Balsler</i>	<i>12th Middlesex</i>
<i>Antonio F. D. Cabral</i>	<i>13th Bristol</i>
<i>David M. Rogers</i>	<i>24th Middlesex</i>
<i>Natalie M. Blais</i>	<i>1st Franklin</i>
<i>James J. O'Day</i>	<i>14th Worcester</i>
<i>David Henry Argosky LeBoeuf</i>	<i>17th Worcester</i>
<i>Marjorie C. Decker</i>	<i>25th Middlesex</i>
<i>Sean Garballey</i>	<i>23rd Middlesex</i>
<i>Jonathan Hecht</i>	<i>29th Middlesex</i>
<i>Thomas M. Stanley</i>	<i>9th Middlesex</i>
<i>Paul J. Donato</i>	<i>35th Middlesex</i>
<i>Rebecca L. Rausch</i>	<i>Norfolk, Bristol and Middlesex</i>

<i>Maria Duaine Robinson</i>	<i>6th Middlesex</i>
<i>Michelle L. Ciccolo</i>	<i>15th Middlesex</i>
<i>Daniel R. Cullinane</i>	<i>12th Suffolk</i>
<i>Paul F. Tucker</i>	<i>7th Essex</i>
<i>Daniel J. Hunt</i>	<i>13th Suffolk</i>
<i>Kate Lipper-Garabedian</i>	<i>32nd Middlesex</i>
<i>Carol A. Doherty</i>	<i>3rd Bristol</i>
<i>Paul R. Feeney</i>	<i>Bristol and Norfolk</i>
<i>William J. Driscoll, Jr.</i>	<i>7th Norfolk</i>
<i>Marcos A. Devers</i>	<i>16th Essex</i>
<i>José F. Tosado</i>	<i>9th Hampden</i>
<i>Christina A. Minicucci</i>	<i>14th Essex</i>
<i>Susannah M. Whipps</i>	<i>2nd Franklin</i>
<i>Danillo A. Sena</i>	<i>37th Middlesex</i>
<i>Michelle M. DuBois</i>	<i>10th Plymouth</i>
<i>Daniel R. Carey</i>	<i>2nd Hampshire</i>
<i>Patrick Joseph Kearney</i>	<i>4th Plymouth</i>
<i>John H. Rogers</i>	<i>12th Norfolk</i>
<i>John J. Lawn, Jr.</i>	<i>10th Middlesex</i>
<i>Paul W. Mark</i>	<i>2nd Berkshire</i>
<i>Kathleen R. LaNatra</i>	<i>12th Plymouth</i>
<i>Russell E. Holmes</i>	<i>6th Suffolk</i>
<i>Chynah Tyler</i>	<i>7th Suffolk</i>
<i>Christopher Hendricks</i>	<i>11th Bristol</i>
<i>Lori A. Ehrlich</i>	<i>8th Essex</i>
<i>Christopher M. Markey</i>	<i>9th Bristol</i>
<i>Joseph A. Boncore</i>	<i>First Suffolk and Middlesex</i>
<i>Anne M. Gobi</i>	<i>Worcester, Hampden, Hampshire and Middlesex</i>
<i>Nick Collins</i>	<i>First Suffolk</i>
<i>Bud L. Williams</i>	<i>11th Hampden</i>

HOUSE No. 4878

By Messrs. Connolly of Cambridge and Honan of Boston, a petition (subject to Joint Rule 12) of Mike Connolly, Kevin G. Honan and others relative to the housing market during the COVID-19 emergency and recovery. Housing.

The Commonwealth of Massachusetts

**In the One Hundred and Ninety-First General Court
(2019-2020)**

An Act to guarantee housing stability during the COVID-19 emergency and recovery.

Whereas, The deferred operation of this act would tend to defeat its purpose, which is to establish forthwith ongoing stabilization of the housing market for renters and homeowners during the COVID-19 emergency and recovery, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public safety and convenience.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1.

2 "Eviction", an action, without limitation, by an owner or lessor or manager of a housing
3 accommodation which is intended to actually or constructively evict a tenant or otherwise
4 compel a tenant to vacate such housing accommodation.

5 "Housing accommodation", a building or structure, or part thereof or land appurtenant
6 thereto, and any other real or personal property used, rented or offered for rent for living or
7 dwelling purposes, together with all services connected with the use or occupancy of such
8 property.

9 “Just cause”, one of the following: (1) the tenant has failed to pay the rent and is not
10 subject to the protections of Section 2, below; (2) the tenant has materially violated an obligation
11 or covenant of the tenancy or occupancy, other than the obligation to surrender possession upon
12 proper notice, and has failed to cure such violation within 30 days after having received written
13 notice thereof from the owner; (3) the tenant is committing a nuisance in the unit, is permitting a
14 nuisance to exist in the unit, is causing substantial damage to the unit or is creating a substantial
15 interference with the quiet enjoyment of other occupants; (4) the tenant is using or permitting the
16 unit to be used for any illegal purpose.

17 “Tenant”, a person or group of persons who is entitled to occupy a housing
18 accommodation pursuant to a lease or tenancy or a tenancy at will, or a former homeowner
19 residing in a property that has been foreclosed on.

20 SECTION 2.

21 (a) Notwithstanding chapters 186 or 239 of the General Laws or any other general or
22 special law to the contrary, no plaintiff in a non-payment eviction action may recover possession
23 of a residential dwelling unit at any time on the basis of any rent or use and occupancy payments
24 due and payable during the period from the Governor’s March 10, 2020 emergency declaration
25 designated as executive order number 591 (“Emergency Declaration”) until 12 months after the
26 Emergency Declaration is rescinded, nor shall such rent or use and occupancy payments be
27 recoverable in any proceeding under chapter 239, where the failure to pay such rent or use and
28 occupancy resulted from a loss of income or other change in economic circumstances caused in
29 any way, directly or indirectly, by the conditions and/or events described in the Emergency
30 Declaration.

31 (b) In any proceeding under chapter 239 where the plaintiff's complaint for possession
32 and/or rent due is based upon any rent or use and occupancy due and payable during the period
33 from March 10, 2020 until 12 months after the Emergency Declaration is rescinded, it shall be a
34 rebuttable presumption that the tenant or occupant was unable to pay such rent or use and
35 occupancy payments because of such lost income or other change in economic circumstances,
36 and such presumption shall be rebutted only by clear and convincing evidence that the failure to
37 pay rent was not based in whole or in part upon such lost income or other change in economic
38 circumstances.

39 (c) No person shall initiate, file or threaten to file a negative credit report to a credit
40 reporting agency due to the nonpayment of rent or use and occupancy referred to in this section.

41 SECTION 3.

42 (a) Notwithstanding any general or special law to the contrary, during the state of the
43 Emergency Declaration and for 12 months after the Emergency Declaration is rescinded, no
44 person shall (1) attempt to commence, or commence, an eviction, except for just cause; or (2)
45 charge or collect rent or use and occupancy payments in excess of the agreed-upon amount as of
46 March 10, 2020, except that housing authorities and landlords with tenants whose rent payments
47 are partially or fully subsidized shall be excluded from the rent change provision of subsection
48 (2), above. Any waiver of any provision of this section shall be against public policy and void.
49 This section shall not be applicable to owner-occupied buildings composed of four or fewer
50 rental units.

51 (b) A city or town may provide that the just cause eviction protections of this chapter be
52 extended beyond the expiration of Section 3(a), and for any duration, by legislative enactment in

53 the manner provided in section 4 of chapter 4 of the General Laws, and may, in like manner,
54 terminate such extension.

55 SECTION 4.

56 Notwithstanding any general or special law, rule, or regulation to the contrary, no court
57 having jurisdiction of a summary process action or any other trial court department shall make
58 public or publish, in any manner, the name or other identifying information, such as the person's
59 address, of any person named as a party to a summary process or civil action where the plaintiff
60 seeks non-payment of rent from a period beginning with the commencement of the Emergency
61 Declaration until 12 months after its termination; provided, further, that such information shall
62 be impounded and shall remain permanently unavailable for public inspection or publication,
63 except to the parties to the action or their attorney, or as ordered by the court for good cause
64 shown.

65 SECTION 5.

66 Notwithstanding any general or special law or rule or regulation to the contrary, a
67 creditor, mortgagee or person having estate in the land mortgaged, a person authorized by a
68 power of sale pursuant to section 14 of said chapter 244 or right of entry or the attorney duly
69 authorized by a writing under seal or the legal guardian or conservator of such mortgagee or
70 person acting in the name of such mortgagee or person shall not, for the purposes of foreclosure
71 of a residential property as defined in section 35B of said chapter 244 that is not vacant or
72 abandoned: (i) cause notice of a foreclosure sale to be published pursuant to said section 14 of
73 said chapter 244; (ii) exercise a power of sale; (iii) exercise a right of entry; (iv) initiate a judicial
74 or non-judicial foreclosure process; or (v) file a complaint to determine the military status of a

75 mortgagor under the federal Servicemembers Civil Relief Act, 50 USC sections 3901 to 4043,
76 inclusive, on the basis of mortgage payments due and payable from the Emergency Declaration
77 until 12 months after the Emergency Declaration is rescinded, or the end of any forbearance
78 period granted pursuant to Section 5(b) of Chapter 65 of the Acts of 2020. Any foreclosure
79 actions taken in violation of this statute shall be against public policy and void.

80 SECTION 6.

81 (a) Section 5(b) of Chapter 65 of the Acts of 2020 is amended and replaced in full with
82 the following paragraph:

83 A creditor or mortgagee shall grant forbearance to a mortgagor of a mortgage loan for a
84 residential property as defined in said section 35B of said chapter 244 if the mortgagor submits a
85 request to the mortgagor's servicer affirming that the mortgagor has experienced a financial
86 impact from COVID-19. The request may be made in any form, written or oral, and the
87 forbearance shall be granted regardless of the mortgagor's delinquency status. The forbearance
88 shall last 180 days, although at the mortgagor's request, the period of forbearance may begin in
89 an increment shorter than 180 days and then extended at the mortgagor's request. The
90 forbearance shall be extended for an additional 180 days at the mortgagor's request. Fees,
91 penalties or interest beyond the amounts scheduled and calculated as if the mortgagor made all
92 contractual payments on time and in full under the terms of the mortgage contract shall not
93 accrue during the period of forbearance granted under this subsection. A payment subject to the
94 forbearance, including any escrow payments required to be paid in the mortgage contract, shall
95 be added to the end of the term of the loan unless otherwise agreed to by the mortgagor and
96 mortgagee. Nothing in this subsection shall prohibit a mortgagor and mortgagee from entering

97 into an alternative payment agreement for the payments subject to the forbearance. The
98 mortgagee shall not furnish information to a consumer reporting agency related to mortgage
99 payments subject to forbearance under this act. Nothing in this Act reduces a mortgagor's rights
100 under the CARES Act as applied to federally backed mortgage loans.

101 (b) Notwithstanding any general or special law, rule, or regulation to the contrary, a
102 creditor or mortgagee shall grant forbearance to a mortgage loan for residential property owned
103 by a nonprofit entity (or an affiliate or agent of such non-profit entity) or where the mortgagor
104 (including affiliates and agents) owns 15 or fewer residential apartments, if the mortgagor
105 submits a request to the mortgagor's servicer affirming that the mortgagor has experienced a
106 financial impact from COVID-19. The forbearance shall last 180 days, although at the
107 mortgagor's request, the period of forbearance may begin in an increment shorter than 180 days
108 and then extended at the mortgagor's request, may be extended an additional 180 days at the
109 mortgagor's request, and shall be offered on the same terms and conditions as those specified at
110 Section 5(b) of Chapter 65 of the Acts of 2020, as amended by Section 6(a) of this statute and
111 must be requested on or prior to the date specified at Section 7 of Chapter 65 of the Acts of 2020.

112 (c) A mortgagor who has requested and received mortgage forbearance under this section
113 or under Section 5(b) of Chapter 65 of the Acts of 2020, as amended by this statute, must, for
114 each month of the mortgage forbearance period, waive and forever hold tenants harmless from
115 the obligation to pay that month's rent for each rental unit located on the property that is secured
116 by the mortgage and which is occupied by a household who resided lawfully in the unit as of
117 March 10, 2020, except where the mortgagor demonstrates by clear and convincing evidence that
118 the tenant's failure to pay rent did not result from a loss of income or other change in economic

119 circumstances caused directly or indirectly by the conditions and/or events described in the
120 Emergency Declaration.

121 SECTION 7.

122 The commissioner of banks and/or the office of the Attorney General, to the extent
123 feasible and practicable in facilitating the timely implementation of this act, may develop and
124 promulgate regulations and standardized forms for the written documentation required in section
125 6; provided, however, that the absence of such forms shall not render the provisions of this act
126 inoperable.

127 SECTION 8.

128 (a) There shall be established and set upon the books a COVID-19 Housing Stability and
129 Recovery Fund (Fund) to be administered by the department of housing and community
130 development, to provide assistance to owners of residential units who were unable to pay
131 housing and housing-related costs for reasons related directly or indirectly to the conditions or
132 events described in the Emergency Declaration. Priority for such funds shall be given to owner-
133 occupant landlords, elderly landlords on fixed incomes, non-profit landlords, and Massachusetts-
134 based commercial landlords owning 15 or fewer units, with oversight from an Oversight and
135 Advisory Board.

136 (b) The said Fund shall consist of public and private sources such as revenue from
137 appropriations or other monies authorized by the general court and specifically designated to be
138 credited to the fund, funds from the federal government, and all other sources. Money remaining
139 in the fund at the end of a fiscal year shall not revert to the general fund.

140 (c) An Oversight and Advisory Board shall be comprised of members of the Legislature's
141 coronavirus working groups, who will select no fewer than 8 people from communities hardest
142 hit by the COVID-19 pandemic, assessed by the rate of COVID-19 cases in municipalities and
143 neighborhoods and informed by the fact that there are disparities in COVID-19 infection rates by
144 race, ethnicity, and income. The Oversight and Advisory Board shall monitor and evaluate the
145 use of funds to ensure they are equitably distributed, with priority given to low- and middle-
146 income renters and homeowners affected by the COVID-19 crisis, and shall make
147 recommendations regarding the administration of the fund. The Oversight and Advisory Board
148 shall pursue all federal, state, and other funds available to assist renters and homeowners.

149 SECTION 9.

150 Notwithstanding any general or special law to the contrary, the Housing Court shall have
151 sole and exclusive jurisdiction over all civil claims for rent or mortgage payments due and
152 payable during the period running from March 10, 2020 until 12 months after the date the
153 Emergency Declaration is rescinded.

154 SECTION 10.

155 Violations of this chapter shall constitute unfair or deceptive acts or practices as that term
156 is defined under G.L. c. 93A, § 2 and/or 940 C.M.R. 3.00 et seq., and shall be enforceable by the
157 Attorney General as well as by aggrieved tenants, homeowners, or other occupants in the same
158 manner and to the same extent as other violations of c. 93A. All the remedies of G.L. c. 93A
159 shall be available for violations of all sections of this chapter.

160 SECTION 11.

161 If any provision or provisions of this chapter is or are declared unconstitutional or
162 inoperative by a final judgment, order or decree of the supreme court of the United States or of
163 the supreme judicial court of the commonwealth, the remaining parts of said chapter shall not be
164 affected thereby.