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CREED & FORMICA

C O U N S E L L O R S A T L A W

733B PLAIN STREET
MARSHFIELD, MA 02050
781.834.4441
781.834.8144 FAX
jay@creedandformica.com

JAMES F. CREED, JR.†
JEFFREY N. FORMICA

†ALSO ADMITTED US SUPREME COURT

DATE

NOTICE TO QUIT 14 DAY NON-PAYMENT OF RENT TENANCY-AT-WILL

Name & Address

Re:

Dear

This office represents your landlord, in connection with your tenancy-at-will of the premises located at ("Premises"). Your rent, or use and occupation, as the case may be, being in arrears you are hereby notified to quit and deliver up in fourteen (14) days from receipt of this notice the above described Premises now held by you as my client's tenant. Currently, you are in arrears as follows:

RENT:	\$/Month
PERIOD:	February 1, 2020 through December 31, 2022.
TOTAL:	\$

If you fail to so vacate, I shall employ due course of law to evict you therefrom.

Regards,

James F. Creed, Jr.

If you have not received a notice to quit for non-payment of rent within the last twelve (12) months, you have a right to prevent termination of your tenancy by paying or tendering to your landlord, your landlord's attorney or the person to whom you customarily pay your rent, the full amount of rent due within ten (10) days after your receipt of this notice.

Subject to the foregoing, please be advised that any monies tendered to the landlord after receipt of this notice, to the extent they are accepted, shall be applied for use and occupation only, without waiving any right to reacquire possession and without any intention of reinstating your tenancy or establishing a new tenancy.

CREED & FORMICA

C O U N S E L L O R S A T L A W

2036 OCEAN STREET
MARSHFIELD, MA 02050
(781) 834-4441
(781) 834-8144 FAX

JAMES F. CREED, JR. †
JEFFREY N. FORMICA
SARA D. TRUPE CLOHERTY*
TRACY E. HOEGER
†ALSO ADMITTED U.S. SUPREME COURT
*ALSO ADMITTED IN R.I.

DATE

NOTICE TO QUIT-14 DAY NON-PAYMENT OF RENT WRITTEN LEASE

NAME
STREET
TOWN

Re: PROPERTY ADDRESS _____

Dear NAME, et. al.:

This office represents your landlord, _____, in connection with your tenancy-at-will of the premises located at:

_____ (hereinafter, the "Premises").

Your rent being in arrears you are hereby notified to quit and deliver up in fourteen (14) days from receipt of this notice the above described Premises now held by you as my client's tenant. Currently, your, rent stands in arrears, as follows:

RENT: \$ _____.00
PERIOD: _____, 20__ through _____, 20__
TOTAL: \$ _____.00

If you fail to so vacate, I shall employ due course of law to evict you therefrom.

Regards,

James F. Creed, Jr.

Please be advised that any monies tendered to the landlord after receipt of this notice, to the extent they are accepted, shall be applied for use and occupation only, without waiving any right to reacquire possession and without any intention of reinstating your tenancy or establishing a new tenancy.

If you are a tenant under an unexpired written lease, you have until the day the answer is due, in any action by your landlord to recover possession of the premises, to pay or tender to your landlord, or your landlord's attorney, all the rent then due, with interest and cost of suit, to prevent the termination of your lease.

CREED & FORMICA

C O U N S E L L O R S A T L A W

1775 OCEAN STREET
MARSHFIELD, MA 02050
(781) 834-4441
(781) 834-8144 FAX

JAMES F. CREED, JR. †
JEFFREY N. FORMICA
SARA D. TRUPE CLOHERTY*
†ALSO ADMITTED U.S. SUPREME COURT
ALSO ADMITTED IN R.I.

_____,

NOTICE TO QUIT-30 DAY TERMINATION OF TENANCY FOR CAUSE

NAME OF TENANT
STREET ADDRESS
TOWN, MA ZIP

Re: Street, MA

Dear _____:

This office represents your landlord, _____, in connection with your tenancy of the premises located at _____ Street, _____, MA (the, "Premises"). It being my client's intention to terminate your tenancy at the Premises, you are hereby notified that your tenancy is hereby terminated effective at the expiration of the last day of the month of _____, 2010 (_____, _____, 2010). Kindly vacate by that time.

The reason(s) for this termination of your tenancy is/are as follows:

- 1.
- 2.
- 3.
- 4.

If you fail to so vacate, I shall employ the due course of law to evict you there from.

Regards,

James F. Creed, Jr.

Please be advised that any money paid to the landlord after your receipt of this notice is accepted without waiving any right to reacquire possession of the Premises, and without any intention of reinstating your tenancy or establishing a new tenancy. Any payments will be applied solely against your use and occupation of the Premises.

CREED & FORMICA

C O U N S E L L O R S A T L A W

733B PLAIN STREET
MARSHFIELD, MA 02050
(781) 834-4441
(781) 834-8144 FAX
jay@creedandformica.com

JAMES F. CREED, JR.†
JEFFREY N. FORMICA

†ALSO ADMITTED U.S. SUPREME COURT

Date:

Name(s) of Occupant(s)
Street Address
City, State Zip

Re: **NOTICE TO VACATE**

Dear Name(s) of Occupant(s):

This office represents _____, the owner of the property which you currently occupy located at _____, _____, Massachusetts (hereinafter, the “Premises”). Pursuant to Massachusetts General Laws, c. 183, §26, upon the default of the mortgagor, _____, under the terms of the mortgage of this property, his/her/their right to possession was terminated. As a result of that default, _____, has the right to exclusive use and possession of the mortgaged premises. Subsequent to the default, our client conducted a valid foreclosure sale which extinguished the right of redemption and gave it absolute title to the Premises. The right to possession has been terminated in all cases, except for those tenancies or claims which predated the grant of the mortgage, in this case _____.

Your current use and occupation of the premises is against the right of our client, which has the right to exclusive use and possession of the property due to the mortgagor’s default, and holds the absolute title. Please indicate to this office upon receipt of this correspondence, when you intend to voluntarily vacate the Premises, or if you believe that your tenancy commenced prior to the grant of the mortgage. Should you fail to respond we will have no recourse but to pursue legal action.

To the extent that you are deemed to have a continuing tenancy under Federal statutory enactments, then, in that event this notice shall terminate that statutory tenancy ninety (90) days from the date of service of this notice (see Note). Massachusetts General Law c. 186A provides that tenants under a “bona fide” lease can only be evicted for “just cause.” If you believe you are entitled to these State law protections, please provide documentation of the same to this office. In any event, this office will not commence legal action hereunder prior to the expiration of ninety (90) days from the service of this notice.

If your occupancy through the mortgagor was subsidized under either a federal or state program, please provide this office with written proof of the same, identify the subsidy provider, and public housing authority, or entity, which administers the subsidy.

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PURSUANT TO MASSACHUSETTS GENERAL LAWS, CHAPTER 186, §§ 13 AND 13A, NO ACTION TO DISPOSSESS YOU MAY BE COMMENCED UNTIL THIRTY (30) DAYS, OR ONE FULL RENTAL PERIOD, FROM THE DATE OF SERVICE OF THIS NOTICE.

PURSUANT TO MGL c.186, §3, YOU MAY BE LIABLE FOR USE AND OCCUPATION OF THE PREMISES AT THE FAIR MARKET RENTAL VALUE.

PURSUANT TO MASSACHUSETTS GENERAL LAWS, CHAPTER 186A, §2, A TENANT UNDER A BONA FIDE LEASE OR TENANT AT WILL MAY ONLY BE EVICTED FOR “JUST CAUSE” AS DEFINED THEREUNDER, AND THE FORECLOSING OWNER SHALL NOT COMMENCE UNTIL 30 DAYS AFTER WRITTEN NOTICE IS POSTED IN THE BUILDING IDENTIFYING THE FORECLOSING OWNER AND PROPERTY MANAGER WITH CONTACT INFORMATION.

THE FEDERAL PROTECTING TENANTS AT FORECLOSURE ACT, §§701-704, PROVIDES THAT NO ACTION TO DISPOSSESS A BONA FIDE TENANT, AS DEFINED THEREIN, MAY BE COMMENCED UNTIL NINETY (90) DAYS FROM THE SERVICE OF A NOTICE TO VACATE.

Thank you for your attention to this matter. If you have any questions with regard to this process, please feel free to contact our office at (781) 834-4441.

Regards,

James F. Creed, Jr.
JFC/dam

NOTE: The foreclosing entity reserves the right to challenge the constitutionality, under either the United States or Massachusetts Constitutions, of any law, statute, regulation, rule or administrative decision of any governmental entity imposing either retroactive liability, or a tenancy or tenancies upon it. In seeking to recover possession of the real property which secured the loan to the former mortgagor, the foreclosing entity relies upon its contract(s) with the former mortgagor.



CATHERINE F. DOWNING, ESQ.*
JAMES H. VAN DYKE, ESQ. ‡
CARL J. WOODWORTH, ESQ.*
ANTHONY J. COLETTI, ESQ. †
MICHAEL J. LOUIS, ESQ.

*ADMITTED IN MASSACHUSETTS
‡ ADMITTED IN MASSACHUSETTS & NEW YORK
† ADMITTED IN MASSACHUSETTS, RHODE ISLAND & NEW HAMPSHIRE

THIS IS AN IMPORTANT NOTICE. PLEASE HAVE IT TRANSLATED.

Questa é una notizia molto importante. Per piacere falla tradurre.

Este es un aviso importante. Sírvase mandarlo traducir.

C'est important. Veuillez faire traduire.

ĐÂY LÀ MỘT BẢN THÔNG CÁO QUAN TRỌNG.

XIN VUI LÒNG CHO DỊCH LẠI THÔNG CÁO NÀY.

Este é um aviso importante. Por favor mande traduzi-lo.

Es ê un avizu importanti. Di favor, manda traduzil.

Se yon anons ki enpòtan anpil. Sou Ple, fè tradwi li pou w.

Σπουδαιε Πληροφορεια – Παρακαλω να το μεταφρασετε.

NOTICE TO QUIT

Dear :

Please be advised that this office represents your landlord . You are hereby notified to quit and deliver up at the expiration of thirty (30) days after your receipt of this notice, the premises which you occupy, to wit:

The entire premises located at
together with all the landlord's appurtenances thereto belonging.

1881 Worcester Road, Suite 203, Framingham, MA 01701
P: 617 720 3535 // F: 508-424-5196 // jvandyke@downingvandyke.com
Massachusetts // New Hampshire // New York // Rhode Island

The reason for this notice is: non-payment of rent. As of the above date, the amount of your arrearage balance is calculated as follows:

October	2022	\$
November	2022	\$
TOTAL		\$

See copy of ledger attached hereto and incorporated herein.

If you remain in the above unit on the date specified for termination, we may seek to enforce termination only by bringing a judicial eviction, at which time you may present a defense; you may be required to pay court costs and attorney's fees if it is instituted.

You may file a written request for a grievance hearing no later than seven (7) days from the receipt of this letter. Your written request must be delivered to the Main Office of the Housing Authority. Any grievance hearing shall be held pursuant to the Housing Authority's grievance policy in accordance with the grievance regulations. Copies of these are available at the Main Office upon request.

The U.S. Department of Treasury's ("Treasury") Emergency Rental Assistance (ERA) program makes funding available to assist households that are unable to pay rent or utilities. The funds were provided directly to states, U.S. territories, local governments, and (in the case of the first program, ERA1) to Indian tribes or Tribally Designated Housing Entities, as applicable, and the Department of Hawaiian Home Lands. Grantees use the funds to assist eligible households through existing or newly created rental assistance programs.

In guidance and FAQs, Treasury advised that participants in HUD-assisted rental programs (including the Housing Choice Voucher (HCV), Public Housing, or Project-Based Rental Assistance programs) are eligible for the ERA program and may receive assistance for the tenant-owed portion of rent or utilities that is not subsidized. In FAQs for PHAs and HCV landlords, PIH clarified that this assistance can include rent arrearages and utilities owed over the utility allowance. The FAQs include additional guidance on interim reexaminations, income calculations, and additional considerations for private landlords participating in the HCV program.

To learn more about how to apply for ERA go to <https://www.mass.gov/info-details/emergency-housing-assistance-during-covid-19>.

State and local ERA grantees can also be accessed from Treasury's website using the link "Find rental assistance in your area." **Leases may not be terminated due to nonpayment of rent until at least 30 days have passed after a tenant receives this notice.**

If you are a tenant at will and have not received a Notice to Quit for nonpayment of rent

1881 Worcester Road, Suite 203, Framingham, MA 01701
 P: 617 720 3535 // F: 508-424-5196 // jvandyke@downingvandyke.com
 Massachusetts // New Hampshire // New York // Rhode Island

within the twelve (12) months preceding your receipt of this Notice, you have a right to prevent termination by paying or tendering to your landlord's attorney or the person to whom you customarily pay your rent, the full amount of rent due within ten (10) days after your receipt of this notice.

If any tender of monies or payments does not comply with the requirements noted above or otherwise cure or excuse the breach as provided by law, any monies paid by you after the date of this notice shall be accepted for use and occupation only and not for rent, shall not waive this notice or any subsequent eviction, nor shall it create or reinstate any tenancy. No tenancy is intended to be created by any other act or failure to act on the part of our client, including, but not limited to, the signing of any Lease, Occupancy Agreement or lease addendum, Occupancy Agreement or lease renewal and/or any other documentation, whether in connection with any annual or interim recertification of household income and/or composition or otherwise. The service of this Notice to Quit or the reference herein to a "Lease", "Occupancy Agreement", "Occupancy Agreement Addendum", "landlord", "tenancy", or "lease" shall not be deemed to be a recreation of any tenancy, nor shall it operate as a waiver of any of our rights under any prior notices to quit, nor shall it operate as a waiver of any of our rights under any prior judgments or Agreements related to your occupancy upon the premises.

You have the right to discuss the proposed termination of your tenancy with your landlord at any time prior to the termination date set forth in this notice. If you request this discussion, the landlord agrees to discuss the termination with you. Persons with disabilities have the right to request reasonable accommodations to participate in the hearing process. If you are considered disabled under applicable state or federal laws, you have a right to a reasonable accommodation to resolve Occupancy Agreement violations if such violations were the result of any such disability.

You are hereby notified to produce this notice at any court where this case may be heard.

NOTICE OF IMPORTANT RIGHTS

Pursuant to the federal Fair Debt Collection Practices Act (15 USCS sec. 1692), a consumer debtor is required to be sent the following notice: (1) unless the consumer, within thirty days after receipt of this notice, disputes the validity of the debt or any portion thereof, the debt will be assumed to be valid by the debt collector; (2) if the consumer notifies the debt collector in writing within the thirty-day period that the debt or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and copy of such verification

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or judgment will be mailed to the consumer by the debt collector; and(3) upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor. We are acting as a debt collector, pursuant to the federal Fair Debt Collection Practices Act. Any information obtained will be used for that purpose. The Federal Trade Commission has ruled that the federal Fair Debt Collection Practices Act does not preclude the institution of legal action prior to the expiration of the thirty-day period.

Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under the laws of your State, territory, locality, or tribal area, or under Federal law.

Learn the steps you should take now:

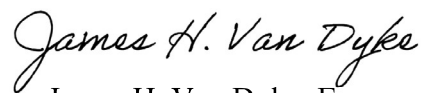
- Visit www.cfpb.gov/eviction
- Or call a housing counselor at 800-569-4287

Debido a la pandemia global del COVID-19, bajo las leyes del estado, territorio, localidad o área tribal donde viva, o bajo la ley federal, usted puede ser elegible para protección temporal contra el desalojo.

Sepa cuáles pasos debe tomar ahora:

- Visite www.cfpb.gov/es/desalojo
- llame a un asesor de vivienda al 800-569-4287

Housing Authority


James H. Van Dyke, Esq.

JHV/jl

By Constable and First-Class Mail

Enclosures: Ledger
VAWA Forms
EOHED Form

cc: Client
Commonwealth
South Middlesex Opportunity Council, 7 Bishop St. Framingham, MA 01702

1881 Worcester Road, Suite 203, Framingham, MA 01701
P: 617 720 3535 // F: 508-424-5196 // jvandyke@downingvandyke.com
Massachusetts // New Hampshire // New York // Rhode Island

Notice of Occupancy Rights under the Violence Against Women Act¹
To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees the following HUD programs: (1) Section 202 Supportive Housing for the Elderly (12 U.S.C. 1701q), with implementing regulations at 24 CFR part 891; and/or (2) Section 811 Supportive Housing for Persons with Disabilities (42 U.S.C. 8013), with implementing regulations at 24 CFR part 891; and/or (3) Housing Opportunities for Persons With AIDS (HOPWA) program (42 U.S.C. 12901 *et seq.*), with implementing regulations at 24 CFR part 574; and/or (4) HOME Investment Partnerships (HOME) program (42 U.S.C. 12741 *et seq.*), with implementing regulations at 24 CFR part 92; and/or (5) Homeless programs under title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360 *et seq.*), including the Emergency Solutions Grants program (with implementing regulations at 24 CFR part 576); and/or the Continuum of Care program (with implementing regulations at 24 CFR part 578) ; and/or and the Rural Housing Stability Assistance program (with regulations forthcoming) ; and/or (6) Multifamily rental housing under section 221(d)(3) of the National Housing Act (12 U.S.C. 17151(d)) with a below-market interest rate (BMIR) pursuant to section 221(d)(5), with implementing regulations at 24 CFR part 221; and/or (7) Multifamily rental housing under section 236 of the National Housing Act (12 U.S.C. 1715z-1), with implementing regulations at 24 CFR part 236; and/or (8) HUD programs assisted under the United States Housing Act of 1937 (42 U.S.C. 1437 *et seq.*); specifically, public housing under section 6 of the 1937 Act (42 U.S.C. 1437d) (with regulations at 24 CFR Chapter IX), tenant-based and project-based rental assistance under section 8 of the 1937 Act (42 U.S.C. 1437f) (with regulations at 24 CFR chapters VIII and IX), and the Section 8 Moderate Rehabilitation Single Room Occupancy (with implementing regulations at 24 CFR part 882, subpart H); and/or (9) The Housing Trust Fund (12 U.S.C. 4568) (with implementing regulations at 24 CFR part 93) (hereinafter “covered housing program”) is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Protections for Applicants

If you otherwise qualify for assistance under a covered housing program, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under a covered housing program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under a covered housing program, solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

HP can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice. If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming

to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

Confidentiality

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with United States Department of Housing and Urban Development, Boston Regional Office, Thomas P. O'Neill, Jr. Federal

Building, 10 Causeway, Street, 3rd Floor, Boston, MA 02222-1092, telephone number (617) 994-8200.

For Additional Information

You may view a copy of HUD's final VAWA rule at [<https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>].

Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them. For questions regarding VAWA, please contact United States Department of Housing and Urban Development, Boston Regional Office, Thomas P. O'Neill, Jr. Federal Building, 10 Causeway, Street, 3rd Floor, Boston, MA 02222-1092, telephone number (617) 994-8200.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact SafeLink -- 1-877-785-2020.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact SafeLink -- 1-877-785-2020

Victims of stalking seeking help may contact SafeLink -- 1-877-785-2020.

Attachment: Certification form HUD-5382

**CERTIFICATION OF U.S. Department of Housing
DOMESTIC VIOLENCE, and Urban Development
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

ATTESTATION FORM TO ACCOMPANY RESIDENTIAL NOTICE TO QUIT

**THIS NOTICE TO QUIT IS NOT AN EVICTION.
YOU DO NOT NEED TO IMMEDIATELY LEAVE YOUR UNIT.
YOU ARE ENTITLED TO A LEGAL PROCESS IN WHICH YOU CAN FIGHT THE EVICTION.
ONLY A COURT ORDER CAN FORCE YOU TO LEAVE YOUR UNIT.**

Pursuant to section 1(a) of chapter 257 of the Acts of 2020, as amended by chapter 20 of the Acts of 2021 and chapter 42 of the Acts of 2022, a notice to quit for nonpayment of rent given by a landlord to a residential tenant pursuant to section 11 or section 12 of chapter 186 of the General Laws must be accompanied by this attestation form. A landlord’s obligation to provide her/his tenant(s) with this attestation form begins on the effective date of the law, December 31, 2020.

Instructions for completing this attestation form can be found here: [Notice to Quit Attestation Form and Submission Information | Mass.gov](#)

Name(s) of landlord(s): _____ (“Landlord”)

Name(s) of tenant(s): _____ (“Tenant”)

Address where the Tenant lives: _____ (“Unit”)

By signing below, Landlord is swearing that all of the following statements are true and correct:

1. The Unit (check one) is is not a “covered dwelling” under section 4024(a)(1) of the federal Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 (the “CARES Act”). If the Unit is a “covered dwelling,” the notice to quit (check one) does does not comply with the requirements of section 4024(c) of the CARES Act, which requires longer notice periods for some “covered dwellings.” (See instructions for information on the CARES Act.)
2. There (check one) are are not existing written or verbal agreements between the Tenant and Landlord related to the repayment of overdue rent. If there are any existing written agreements, a copy of each agreement must be attached to this attestation form. If there is a verbal agreement, check this box.

Signed under pains and penalties of perjury:

James H. Van Dyke _____ Date: _____

Printed name: James H. Van Dyke, Esq.

Title (if signing on behalf of an entity):

Additional signatures, if necessary:

_____ Date: _____

Printed name:

_____ Date: _____

Printed name:

Information for the Landlord and the Tenant

Rental Assistance

If you are having trouble paying your rent, there is help available. **Residential Assistance for Families in Transition Program (RAFT)** is a program offered by the Department of Housing and Community Development (DHCD). RAFT helps keep households in stable housing situations when facing eviction, foreclosure, loss of utilities, and other housing emergencies caused by loss of income, increase in expenses, or both. RAFT helps all kinds of households by providing up to \$10,000 per household to help preserve current housing or move to new housing. Find more information here - <https://www.mass.gov/service-details/residential-assistance-for-families-in-transition-raft-program>

You may apply for RAFT via DHCD's Central Application portal located here - www.mass.gov/housinghelp

A good way to learn more about available resources is to call 211 or visit DHCD's web page at <https://hedfuel.azurewebsites.net/raa.aspx> to be referred to your local Housing Consumer Education Center. You can also learn more at <https://www.mass.gov/guides/facing-eviction-we-can-help>

Massachusetts Court Rules on Evictions

The Massachusetts trial court **rules on summary process cases** can be found here: <https://www.mass.gov/trial-court-rules/trial-court-rule-i-uniform-summary-process-rules>

The Massachusetts trial courts have issued the following **standing orders** that affect how eviction cases are filed and processed: [Trial Court of Massachusetts Housing Department's Third Amended Standing Order 6-20](#), [Massachusetts District Court Third Amended Standing Order 10-20](#) and [Boston Municipal Court Third Revised Standing Order 11-20](#). These standing orders can be found here: <https://www.mass.gov/info-details/covid-19-eviction-information#trial-court-administrative-and-standing-orders->

The Courts' Standing Orders require that any case filing must be accompanied by an affidavit swearing that this attestation form has been given to the tenant. The affidavit created by the Trial Court of Massachusetts must be used, and can be found here: <https://courtforms.jud.state.ma.us/publicforms/TC0012>

为房东和租户提供的信息

租金援助

如果你在付房租方面遇到困难，可以寻求帮助。家庭过渡住房援助计划 (RAFT) 是住房与社区发展部(DHCD) 提供的一项计划。RAFT 可帮助在家庭面临驱逐、止赎、水电煤气断供以及因收入损失、支出增加或两者同时发生时的其他住房紧急情况时，使家庭的住房状况保持稳定。RAFT通过为每个家庭提供高达10,000美元的资金帮助来保有当前住房或搬到新住房，为各种家庭提供帮助。在此处查找更多信息 - <https://www.mass.gov/service-details/residential-assistance-for-families-in-transition-raft-program>

你可以通过下列 DHCD 中央申请门户网站申请 RAFT - www.mass.gov/housinghelp

了解有关可用资源更多信息的一种好方法是拨打211号码，或查看DHCD的网页 <https://hedfuel.azurewebsites.net/raa.aspx> 请求转介至当地住房消费者教育中心。你也可以在网站 <https://www.mass.gov/guides/facing-eviction-we-can-help> 了解更多信息。

马萨诸塞州有关驱逐的法院规定

可在此处查找马萨诸塞州初审法院关于**加速程序案件的规定**：

<https://www.mass.gov/trial-court-rules/trial-court-rule-i-uniform-summary-process-rules>

马萨诸塞州初审法院已发布下列**暂行命令**，这些命令会影响驱逐案的提交和处理方式：[马萨诸塞州房屋管理部初审法院第三次修订暂行命令6-20](#)、[马萨诸塞州地区法院第三次修订暂行命令10-20](#)以及[波士顿市法院第三次修订暂行命令11-20](#)。可在以下网站查找这些暂行命令：

<https://www.mass.gov/info-details/covid-19-eviction-information#trial-court-administrative-and-standing-orders->

法院暂行命令要求所提交的任何个案必须随附一份宣誓已将本声明表提供给租户的宣誓书。必须使用由马萨诸塞州初审法院编写的宣誓书，可在以下网址查找该宣誓书：

<https://courtforms.jud.state.ma.us/publicforms/TC0012>

Final 12-30-20, en su versión modificada del 02-16-21, 6-23-21, 6-25-21, 8-04-21, 10-28-21, 5-11 -22 y 9-08 -22

Información para el propietario y el inquilino

Asistencia para alquileres

Si está teniendo dificultades para pagar su alquiler, hay ayuda disponible.

El **Programa de Asistencia Residencial para Familias en Transición** (RAFT, por sus siglas en inglés) es un programa ofrecido por el Departamento de Vivienda y Desarrollo Comunitario (DHCD, por sus siglas en inglés) que ayuda a mantener a las unidades familiares en situaciones de vivienda estables cuando se enfrentan al desalojo, la ejecución hipotecaria, la pérdida de los servicios públicos y otras emergencias de vivienda causadas por la pérdida de ingresos, el aumento de los gastos o ambos. RAFT ayuda a todo tipo de hogares proporcionando hasta \$10,000 por unidad familiar para ayudar a conservar la vivienda actual o a mudarse a una nueva. Encuentre más información aquí -

<https://www.mass.gov/service-details/residential-assistance-for-families-in-transition-raft-program>

Puede presentar su solicitud a RAFT a través del portal de solicitud central del DHCD aquí - www.mass.gov/housinghelp

Una buena manera de informarse más sobre estos recursos disponibles es llamando al 211 o visitando la página web del DHCD en <https://hedfuel.azurewebsites.net/raa.aspx> para que lo refieran a su Centro de Educación al Consumidor sobre la Vivienda local. Usted también puede informarse más en <https://www.mass.gov/guides/facing-eviction-we-can-help>

Reglamento del Tribunal de Massachusetts sobre desalojos

Las **normas sobre casos de proceso sumario** del tribunal de primera instancia de Massachusetts pueden encontrarse aquí: <https://www.mass.gov/trial-court-rules/trial-court-rule-i-uniform-summary-process-rules>

Los tribunales primera instancia de Massachusetts han emitido las siguientes **resoluciones permanentes** que afectan cómo se inician y se procesan los casos de desalojo: la Tercera orden permanente modificada de 6-20 del Departamento de Vivienda del Tribunal de Primera Instancia de Massachusetts, la Tercera Resolución Permanente Enmendada de 10-20 del Tribunal de Distrito de Massachusetts y la Tercera Resolución Permanente Enmendada de 11-20 del Tribunal Municipal de Boston. Usted puede encontrar esas resoluciones en el sitio web de los tribunales de primera instancia aquí: <https://www.mass.gov/info-details/covid-19-eviction-information#trial-court-administrative-and-standing-orders->

Las Resoluciones Permanentes de los Tribunales exigen que cualquier caso que se presente debe estar acompañado de una declaración jurada o affidavit que dé testimonio que este formulario de declaración ha sido entregado al inquilino. Debe usarse la declaración jurada creada por el Tribunal de Primera Instancia de Massachusetts, y puede encontrarla aquí: <https://courtforms.jud.state.ma.us/publicforms/TC0012>

Enfòmasyon pou Mèt Kay ak Lokatè a

Asistans pou Lwaye

Si w gen difikilte pou peye lwaye, gen èd ki disponib. **Pwogram Asistans Rezidansyèl pou Fanmi Tranzisyon (RAFT)** se yon pwogram Depatman Lojman ak Devlopman Kominotè (DHCD). RAFT kap ede kenbe fanmi yo nan yon sitiyasyon lojman ki estab lè yap fè fas a degèpisman, sezi ipotèk, pèt sèvis piblik, ak lòt ijans lojman ki te koze pa pèt revni, ogmantasyon nan depans, oswa toude. RAFT ede tout kalite kay lè li bay jiska \$10,000 pou chak kay pou ede konsève lojman aktyèl la oswa deplase nan nouvo lojman. Jwenn plis enfòmasyon isit la - <https://www.mass.gov/service-details/residential-assistance-for-families-in-transition-raft-program>

Ou ka aplike pou RAFT atravè pòtal Aplikasyon Santral DHCD ki localize isit la - www.mass.gov/housinghelp

Yon bon fason pou aprann plis sou resous ki disponib yo se pou rele 211 oswa vizite paj entènèt DHCD nan <https://hedfuel.azurewebsites.net/raa.aspx> pou w refere nan Sant Edikasyon Konsomatè Lojman Lokal. Ou ka aprann plis tou nan <https://www.mass.gov/guides/facing- eviction-we-can-help>

Règleman Tribinal Massachusetts sou Degèpisman

Ou kapab jwenn isit la **règleman sou rezime ka pwosesis tribinal** premyè enstans Massachusetts isit la: <https://www.mass.gov/trial-court-rules/trial-court-rule-i-uniform-summary-process-rules>

Tribinal Premyè Enstans Massachusetts te mete deyò yon sèten kantite **lòd pèmanan** ki afekte kijan yo depoze ak trete ka degèpisman yo: [Twazyèm Amanman Pèmanan Modifye 6-20 Depatman Lojman Tribinal Premye Enstans Massachusetts](#), [Distri Tribinal Twazyèm Ódonans Pèmanan 10-20 ak Tribinal Minisipal Boston Twazyèm Ódonans Pèmanan Revize nan 11-20](#). Ou ka jwenn ódonans pèmanan say o isit la: <https://www.mass.gov/info-details/covid-19-eviction-information#trial-court-administrative-and-standing-orders->

Ódonans Tribinal yo egzije ke chak dosye ki depoze dwe akonpaye avèk yon deklarasyon sou-sèman ki sètifye ke yo te remèt lokatè a fòm atestasyon an. Yo dwe itilize atestasyon Tribinal Premye Enstans Massachusetts te kreye a, epi ou ka jwenn li isit la: <https://courtforms.jud.state.ma.us/publicforms/TC0012>

Informações para o locador e locatário

Assistência para aluguel

Se estiver passando por dificuldades para pagar o aluguel, existem programas de auxílio disponíveis. O Programa de Assistência Residencial para Famílias em Transição (RAFT - Residential Assistance for Families in Transition Program) é um programa oferecido pela Massachusetts Department of Housing and Community Development (DHCD) (Departamento de habitação e desenvolvimento comunitário). O RAFT ajuda a manter as famílias em situações de habitação estável quando enfrentam despejo, execução hipotecária, perda de serviços públicos e outras emergências habitacionais causadas por perda de renda, aumento nas despesas ou ambos. O RAFT ajuda todos os tipos de famílias, fornecendo até US\$ 10.000 por família para ajudar a preservar as residências atuais ou mudar para novas residências. Encontre mais informações aqui - <https://www.mass.gov/service-details/residential-assistance-for-families-in-transition-raft-program>

Pode se inscrever ao RAFT por meio do portal de inscrição central do DHCD localizado aqui - www.mass.gov/housinghelp

Para obter mais informações sobre os recursos disponíveis, ligue para 211 ou acesse a página do DHCD em <https://hedfuel.azurewebsites.net/raa.aspx> e será encaminhado ao Centro de Educação Residencial para o Consumidor (Housing Consumer Education Center) da sua região. Pode também obter mais informações em <https://www.mass.gov/guides/facing-eviction-we-can-help>

Regras do tribunal de Massachusetts sobre despejos

As regras do tribunal de primeira instância de Massachusetts **referentes aos casos de despejo** podem ser encontradas no endereço: <https://www.mass.gov/trial-court-rules/trial-court-rule-i-uniform-summary-process-rules>

Os tribunais de primeira instância de Massachusetts emitiram as seguintes **ordens permanentes** que afetam o arquivamento e processamento dos casos de despejo: [Terceira Emenda da Ordem 6-20 Permanente do Tribunal de Habitação de Massachusetts](#), [Terceira Emenda da Ordem 10-20 Permanente do Tribunal Distrital de Massachusetts](#) e [Terceira Ordem 11-20 Permanente Revisada](#) do Tribunal Municipal de Boston. Essas ordens permanentes podem ser encontradas em: <https://www.mass.gov/info-details/covid-19-eviction-information#trial-court-administrative-and-standing-orders->

As ordens permanentes dos tribunais exigem que qualquer processo iniciado seja acompanhado por uma declaração juramentada de que o formulário de atestado foi entregue ao locatário. A declaração juramentada criada pelo Tribunal de Primeira Instância de Massachusetts deve ser usada e pode ser encontrada no endereço <https://courtforms.jud.state.ma.us/publicforms/TC0012>

**NOTICE OF TERMINATION FOR CAUSE
(Statutory Nuisance)**

DATE:

**TO: (Names of all Tenants who signed lease)
(Street address and unit number)
(City, state and zip)**

Dear Tenant(s):

The Housing Authority has received information that on or about (date) _____ :

(1) You, and/or an occupant (authorized or unauthorized household member) committed in your building an unlawful activity; or:

(2) You, and/or an occupant (authorized or unauthorized household member) committed acts which would constitute a crime involving the use or threatened use of force or violence on HA property.

The HA has decided, pursuant to M.G.L. c. 139, §19, to annul and make void your lease or other title under which you hold the above-mentioned premises due to the activity on HA premises as set forth in the attached Factual Statement. This election is effective immediately.

Under HA policy and federal and state law you are not entitled to a grievance hearing on the determination to evict you. The HA will proceed to evict you from the premises by commencing an injunctive procedure pursuant to M.G.L. c. 139, §19, or a summary process action pursuant to M.G.L. c. 239 in the Housing Court Department. The Department of Housing and Urban Development ("HUD") has determined that this eviction procedure provides the opportunity for a court hearing that contains the basic elements of due process as defined in HUD regulations.

You have the right to submit a written reply or explanation to the claim(s) against you, and to examine and copy HA documents directly relevant to the HA decision to annul and make void your lease or other title. At trial, you may appear with or without an attorney, cross-examine witnesses, and present your defense through presentation of evidence and legal argument.

If you are an occupant or occupants pursuant to a use and occupancy agreement, an agreement for judgment, or on any basis other than the standard HA form lease now in effect, this notice states grounds for the termination of your occupancy, does not waive any rights of the HA acquired by any such agreement and is not intended to instate or reinstate you to tenancy. Any references in this notice to the "lease" shall be deemed to refer to the use and occupancy agreement, the agreement for judgment, or other basis for occupancy as applicable. Any references in this notice to you as a "tenant" or "tenants"

or to your "tenancy" shall be deemed to refer to you as an "occupant" or "occupants" and to your "permission for continued occupancy," respectively.

Any payments made by you after expiration of this notice will be accepted by the HA for use and occupancy only and will not renew your tenancy.

BOSTON HOUSING AUTHORITY

By: _____

Name: **(Printed Name)**

Title: **(MUST BE SIGNED BY MANAGER)**

REASONABLE ACCOMMODATION NOTICE: If you or a member of your household has a disability, which relates to the grounds for termination of your tenancy, you have the right to request a reasonable accommodation from the HA. You need not disclose the nature of disability. If you wish to request a reasonable accommodation, please contact the management office immediately so you may receive the necessary request form.

**FACTUAL STATEMENT FOR CAUSE EVICTION
(Statutory Nuisance)**

Resident name(s): **(Resident name[s])**

Date of incident:

Approximate location of incident: **(Approximate location of incident)**

Nature of the incident(s) alleged as statutory lease violation(s):

The following criminal activity:

The following drug-related criminal activity:

(Describe the incident[s] alleged as lease or agreement violation[s]. BE AS SPECIFIC AS POSSIBLE; do not just list the lease provisions. DO NOT USE ABBREVIATIONS FROM POLICE REPORTS. Please summarize police reports - do not attach them.)

Names of parties involved: **(Names of parties involved)**

Description of the actions or activities of the parties: **(Description of the actions or activities of the parties)**

Any prior similar incidents (additional basis for termination of tenancy or occupancy rights): **(Any prior similar incidents - if none, write "none")**

CERTIFICATE OF SERVICE

I, _____, on the _____ day of _____,
20_____, did serve upon _____ the following documents:

- _____
- _____
- _____

by delivering in-hand to the following adult: _____
(must sign below)
at: _____

**I am over the age of 18 and accept service for
the documents listed above
*Soy mayor de 18 años y aceptar la notificación
de los documentos enumerados anteriormente***

Signature / Firma

by leaving at the following address and by mailing first-class mail to the same
address (**MUST DO BOTH**):

Signature: _____

Printed name: _____

NOTICE OF IMPORTANT RIGHTS

Pursuant to the Federal Fair Debt Collection Practices Act (15 USCS Section 1692), a consumer debtor is required to be sent the following notice: (1) unless the consumer, within thirty days after receipt of this notice, disputes the validity of the debt or any portion thereof, the debt will be assumed to be valid by the debt collector; (2) if the consumer notifies the debt collector in writing within the thirty-day period that the debt or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and (3) upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor. The law office of Creed & Formica is acting as a debt collector pursuant to the Federal Fair Debt Collection Practices Act. Any information obtained will be used for that purpose. The Federal Trade Commission has ruled that the Federal Fair Debt Collection Practices Act does not preclude the institution of legal action prior to the explanation of the thirty-day period.

**IMPORTANT NOTICE TO SERVICEMEMBERS AND THEIR DEPENDENTS:
PROTECTIONS UNDER THE SERVICEMEMBERS CIVIL RELIEF ACT**

If you are a servicemember on “active duty” or “active service,” or a dependent of such a servicemember, you may be entitled to certain legal rights and protections, including protection from eviction, pursuant to the Servicemembers Civil Relief Act (50 USC App. §§501-596), as amended, (the “SCRA”) and, possibly, certain related state statutes. Eligible service can include:

1. active duty (as defined in section 101(d)(1) of title 10, United States Code) with the Army, Navy, Air Force, Marine Corps, or Coast Guard;
2. active service with the National Guard;
3. active service as a commissioned officer of the National Oceanic and Atmospheric Administration;
4. active service as a commissioned officer of the Public Health Service; or
5. service with the forces of a nation with which the United States is allied in the prosecution of a war or military action.

Eligible service also includes any period during which a servicemember is absent from duty on account of sickness, wounds, leave or other lawful cause.

If you are such a servicemember, or a dependent of such a servicemember, you should contact James F. Creed, Jr., Creed & Formica at (781) 834-4441 to discuss your status under the SCRA.



COURT NAME:

Housing Court:

DOCKET NUMBER

CASE NAME

[In Matter of]

[v.]

AFFIDAVIT OF COMPLIANCE WITH THE E-FILING REQUIREMENTS IN SUMMARY PROCESS (EVICTION) CASES

I _____ (name), the plaintiff, swear that the following statements are true:

1. I filed this summary process eviction case using the "e-filing" method.
2. I served the Defendant(s) with the required notices, pursuant to Uniform Rules of Summary Process Rule 2(b) and SJC Rule 1:25 (Electronic Filing Rules).
3. I have the Original Summons and Complaint.
4. I shall file with the Court the Original Summons and Complaint on the date of trial.
5. I will make the Original Summons and Complaint available for inspection by the Defendant upon request.

Signed under the penalties of perjury,

SIGNATURE

X

PRINT OR TYPE NAME LANDLORD/PLAINTIFF/ PLAINTIFF'S COUNSEL

DATED



AFFIDAVIT OF COMPLIANCE WITH G.L. c. 186, s. 31

COURT DEPARTMENT Housing Court	DIVISION	DOCKET NUMBER
------------------------------------------	----------	---------------

CASE NAME
[In Matter of]

[v.]

AFFIDAVIT OF COMPLIANCE WITH G.L. c. 186, s. 31

This affidavit is filed upon the entry of the above-captioned summary process action that includes a claim for nonpayment of rent in a residential dwelling.

A written notice to quit for nonpayment of rent in a residential dwelling was given to the tenant(s) in the above-captioned action on the following date: _____.

The plaintiff(s) or counsel for the plaintiff(s) in the above-captioned action swear(s) that the following statements are true and based on personal knowledge or belief:

1. Pursuant G.L. c. 186, Section 31, along with the notice to quit for nonpayment of rent, the defendant(s) were given the form required by G.L. c. 186, Section 31, as developed by the Executive Office of Housing Economic Development (EOHED).
2. The undersigned acknowledges that the court will rely on the statements contained herein to determine whether to accept the filing(s) and enter the case.
3. The undersigned understands that (s)he may be required, upon request, to provide the court or the defendant(s) evidence of delivery of the form required by G.L. c. 186, Section 31(a), as developed by EOHED.

I swear under the pains and penalty of perjury that all information provided in this affidavit is true to the best of my knowledge and belief.

X _____
SIGNATURE OF PLAINTIFF

X _____
SIGNATURE OF ATTORNEY (IF APPLICABLE)

PRINT OR TYPE PLAINTIFF NAME

James F. Creed, Jr./CreedLaw, LLC
PRINT OR TYPE ATTORNEY NAME

PLAINTIFF TELEPHONE NUMBER

733 B Plain Street, Marshfield, MA
ATTORNEY ADDRESS

PLAINTIFF EMAIL ADDRESS

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ATTORNEY TELEPHONE NUMBER

DATED

jay@creedandformica.com
ATTORNEY EMAIL ADDRESS

552138
ATTORNEY B.B.O. NUMBER