

HOUSE No. 1241

By Mr. Honan of Boston, petition of Kevin G. Honan relative to housing rights for victims of violence. Housing.

The Commonwealth of Massachusetts

In the Year Two Thousand and Seven.

AN ACT RELATIVE TO HOUSING RIGHTS FOR VICTIMS OF VIOLENCE.

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

1 Chapter 186 of the General Laws, as appearing in the 2002 Offi-
2 cial Edition, is hereby amended by adding after section 21 the
3 following section:—

4 Section 22. (a) For the purposes of this section the following
5 words shall have the following meanings:—

6 “Domestic violence” shall have the same meaning as “abuse” as
7 set forth in Section 1 of Chapter 209A.

8 “Rape”, the commission of any act as set forth in Section 22 of
9 Chapter 265 or Sections 2, 3 or 17 of Chapter 272.

10 “Sexual assault”, the commission of any act as set forth in Sec-
11 tions 13F or 24 of chapter 265 or Sections 3 or 17 of Chapter 272.

12 “Stalking”, the commission of any act as set forth in section 43 of
13 chapter 265.

14 “Qualified third party”, a police officer, licensed medical care
15 provider, an employee of a court of the state acting in the course of
16 his or her duties, member of the clergy, attorney, social worker,
17 licensed mental health professional or other licensed counselor, or
18 advocate working at an agency that assists victims of domestic vio-
19 lence, sexual assault, or stalking.

20 (b)(1) If a tenant notifies the landlord in writing that the tenant is
21 a victim of domestic violence, rape, sexual assault or stalking, and
22 any one of the following applies, then subsection (c) of this section
23 shall apply:—

24 (i) The tenant has a valid order for protection under Chapter
25 209A;

26 (ii) The tenant has notified a law enforcement officer of an act or
27 acts of domestic violence, rape, sexual assault or stalking; or

28 (iii) The tenant has consulted with a qualified third party and
29 reported the domestic violence, rape, sexual assault or stalking to the
30 qualified third party.

31 (2) When a copy of the order for protection, police report, or veri-
32 fication of consultation with or report to a qualified third party, as
33 required under (1) of this subsection, is made available to the land-
34 lord, the tenant may terminate the rental agreement and quit the
35 premises without further obligation under the rental agreement.
36 However, the request to terminate the rental agreement must occur
37 within 90 days of the most recent acts, events, or circumstances that
38 gave rise to the protective order, report to a law enforcement officer,
39 or consultation with or report to a qualified third party. Verification
40 of consultation with or reporting to a qualified third party shall con-
41 sist of a signed statement of the qualified third party or a form rou-
42 tinely provided by the qualified third party for completion by clients.
43 Such statement or form shall include a declaration by the tenant that
44 the statements contained therein are true and correct under the pains
45 and penalties of perjury.

46 (c) A tenant who terminates a rental agreement under this section
47 is discharged from the payment of rent for any period following the
48 quitting date, and is entitled to a pro rata refund of any prepaid rent,
49 and shall receive a full and specific statement of the basis for
50 retaining any of the deposit together with any refund due. Other ten-
51 ants who are parties to the rental agreement are not released from
52 their obligations under the rental agreement or other obligations
53 under this chapter.

54 (d)(1) A landlord may not terminate a tenancy, fail to renew a ten-
55 ancy, or refuse to enter into a rental agreement based on the tenant's
56 or applicant's status as a victim of domestic violence, sexual assault
57 or stalking, or based on the tenant or applicant having terminated a
58 rental agreement under subsection (b) of this section.

59 (2) A landlord who refuses to enter into a rental agreement in vio-
60 lation of this section may be liable to the tenant or applicant in a
61 civil action for damages sustained by the tenant or applicant. The

62 prevailing party may also recover court costs and reasonable attor-
63 neys' fees.

64 (3) It is a defense under Section 8A of Chapter 239 in a summary
65 process action if the landlord is in violation of subsection (b) of this
66 section.

67 (4) This section does not prohibit adverse housing decisions based
68 upon other lawful factors within the landlord's knowledge. (e)(1) A
69 tenant screening service provider may not include information in a
70 written or oral report to a landlord pertaining to domestic violence,
71 rape, sexual assault or stalking; pertaining to the fact that the subject
72 of the report is a victim of domestic violence, rape, sexual assault or
73 stalking; or stating that the subject of the report has terminated a
74 rental agreement under subsection (b) of this section.

75 (2) A tenant screening service provider who violates this section
76 may be liable in a civil action for damages sustained by the subject
77 of the report. The prevailing party may recover court costs and rea-
78 sonable attorneys' fees.