

KNOW YOUR RIGHTS

EVICITION & FORECLOSURE TEMPORARY MORATORIUM

 Office of Massachusetts Attorney General Maura Healey

On April 20, 2020, Massachusetts adopted a new emergency legislation, St. 2020, c. 65 (the “Act”), implementing a temporary moratorium on non-essential evictions of residential and small business tenants as well as a temporary foreclosure moratorium and forbearance relief for residential mortgagors amid the COVID-19 state of emergency. The eviction and foreclosure moratoriums are set to expire on October 17, 2020. It’s important to know your rights.

RENTERS

In most circumstances, you cannot be evicted from your home during this crisis.

The only reason a landlord could file an eviction action during the moratorium is if there was criminal activity or lease violations, that “may impact the health or safety of other residents, health care workers, emergency personnel, persons lawfully on the subject property or the general public.”

Your landlord cannot serve you with a written notice asking or demanding that you leave your rental unit or threatening you if you do not move.

You are still responsible for the rent that is owed during the pandemic. Your landlord may send you a notice informing you of how much you owe in rent. This notice must specify that you are NOT being evicted.

Your landlord cannot impose late fees for non-payment of rent.

Additionally, your landlord cannot notify a credit reporting agency of the non-payment of rent. However, you must provide a written notice to your landlord that the non-payment of rent was due to a financial impact from COVID-19 within 30 days of the missed payment. Regulations define “financial impact from COVID-19” as a loss of income or additional expense that (i) is caused directly or indirectly by the COVID-19 pandemic or by the local, state, or federal response to the pandemic, and (ii) is of a magnitude that makes it impossible or impractical for a tenant to make a payment of rent on the date that such payment is due. You need to send a new notice and documentation every month.

Previously obtained eviction judgments cannot be executed during this crisis.

The Act prohibits constables and sheriffs from enforcing an execution for possession for non-essential evictions (that is, they cannot move a tenant out). If there is a default judgment against you for not showing up at a court hearing scheduled after March 1, 2020, you can ask the court to remove it.

HOMEOWNERS

Your home cannot be foreclosed on during this crisis.

If you are still living in a home that was previously foreclosed on, you cannot be evicted during this crisis. These protections apply to owner-occupied properties up to four units.

Your lender must offer you a loan forbearance plan for up to six months, if you contact the lender and tell them that you are financially impacted by the COVID-19 pandemic.

Loan forbearance protections under the Act only apply to owner-occupied properties with up to four units. If you have a property that is not owner-occupied and are looking for help, reach out to your servicer about getting a loan forbearance, as many are offering forbearance at this time.

Lenders cannot charge additional fees, interest, or penalties during while your mortgage loan is in a forbearance plan.

All payments missed during the forbearance period shall be added to the end of the loan, unless you agree to a different arrangement with your lender.

CONTACT US

Call 617-727-8400 or file a consumer complain online at www.mass.gov/how-to/file-a-consumer-complaint.

*The temporary moratoriums began April 20, 2020, and continue until (a) October 17, 2020, or (b) the date that is 45 days after the COVID-19 emergency declaration has been lifted, whichever is sooner (the “Moratorium Period”). For eviction actions commenced prior to the effective date of the Act, all time periods in any such action will be tolled for the duration of the Moratorium Period.