



**CURRENT LAW v. “JUST-CAUSE”**

The following chart is intended to compare the current protections afforded residents in “no fault” evictions with those proposed under the so-called “just cause” eviction ordinance.

<u>Grounds for Non-renewal of Leases:</u>	<u>Current Law</u>	<u>Proposed Ordinance</u>
<u>No Fault “stays” of evictions:</u>	Any non-discriminatory reason <sup>1</sup> Disabled/Elderly - Statutory 12 months All other occupants – Statutory 6 months	Prohibited <sup>2</sup> None.
<u>Tenancies at Will:</u> (month-to- month)	Either party may terminate on one (1) months’ notice	Only tenant may terminate
<u>Notice Requirements:</u>	Must be filed with court prior with eviction papers	Must be filed with City of Boston within 2 days of serving notice to quit
<u>Result of Failure to Timely File Notice:</u> and	Judgment may not enter until filed	Actual damages, <u>punitive</u> damages, cost, reasonable attorney’s fees
<u>Rent increases:</u> determined	Subject to agreement of parties	Limited to “fair and reasonable” as by a judge at trial <sup>3</sup>

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<sup>1</sup> At end of contract term, with party may elect not to extend the lease.  
<sup>2</sup> At end of contract term, tenant may elect not to extend. Landlord prohibited from not extending lease term.  
<sup>3</sup> Landlord has burden at trial to provide that any rent increase was not “unfair”.



	<u>Current Law</u>	<u>Proposed Ordinance</u>
<u>Lease Violations:</u>	May terminate for any lease violation	Tenant granted ongoing right to “cure” any Violation
<u>Drug, Guns, violence Evictions:</u>	Fast-track eviction (G.L. c. 139 §19)	No Fast-track eviction.
<u>Specific reasons to Terminate Tenancy:</u>		
Non-payment of rent	Yes	Yes
Lease Violation:	Yes	Limited (allows unlimited cures)
Nuisance, property damages	Yes	Limited (only if caused by occupant)
Breach of quiet enjoyment	Yes	Limited (only if caused by occupant)
Failure to accept new lease	Yes	Limited (only if court finds new rent not “unfair)
Denial of access to owner	Yes	Yes
Desire to use for own use	Yes	Limited (only for owner or owner’s “family”)
Renovate/Code Compliance	Yes	No
Suspected lease violations	Yes	No
<u>Termination of Short-term Rental (Airbnb, etc.)</u>	Allowed	Prohibited
<u>Right to due process eviction trial:</u>	Allowed	Allowed