

**HOUSE . . . . . No. 3924**

**The Commonwealth of Massachusetts**

PRESENTED BY:

***Mike Connolly and Nika C. Elugardo***

*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 enabling local options for tenant protections.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
<i>Mike Connolly</i>	<i>26th Middlesex</i>
<i>Nika C. Elugardo</i>	<i>15th Suffolk</i>
<i>Peter Capano</i>	<i>11th Essex</i>
<i>Marcos A. Devers</i>	<i>16th Essex</i>
<i>Carlos González</i>	<i>10th Hampden</i>
<i>Jason M. Lewis</i>	<i>Fifth Middlesex</i>
<i>Liz Miranda</i>	<i>5th Suffolk</i>
<i>Denise Provost</i>	<i>27th Middlesex</i>
<i>Jon Santiago</i>	<i>9th Suffolk</i>
<i>Maria Duaine Robinson</i>	<i>6th Middlesex</i>
<i>Patricia D. Jehlen</i>	<i>Second Middlesex</i>
<i>Lindsay N. Sabadosa</i>	<i>1st Hampshire</i>
<i>James K. Hawkins</i>	<i>2nd Bristol</i>
<i>Christine P. Barber</i>	<i>34th Middlesex</i>
<i>Christopher Hendricks</i>	<i>11th Bristol</i>
<i>James B. Eldridge</i>	<i>Middlesex and Worcester</i>
<i>David Henry Argosky LeBoeuf</i>	<i>17th Worcester</i>
<i>Chynah Tyler</i>	<i>7th Suffolk</i>

*Jack Patrick Lewis*

*7th Middlesex*

**HOUSE . . . . . No. 3924**

By Representatives Connolly of Cambridge and Elugardo of Boston, a petition (accompanied by bill, House, No. 3924) of Mike Connolly, Nika C. Elugardo and others for legislation to remove the prohibition on rent control and to provide tenant and foreclosure protections. Housing.

**The Commonwealth of Massachusetts**

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

An Act enabling local options for tenant protections.

*Whereas*, The deferred operation of this act would tend to defeat its purpose, which is to establish forthwith local options for tenant and foreclosure protections to alleviate homelessness, displacement and heavy rent-burden, which constitute an ongoing housing emergency, therefore it is hereby declared to be an emergency law, necessary for the immediate preservation of the public health 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. Chapter 40P of the General Laws, as appearing in the 2016 Official Edition,  
2 is hereby amended by striking out its title and inserting in place thereof the following title:-

3 TENANT PROTECTION ACT.

4 SECTION 2. Said chapter 40P, as so appearing, is hereby further amended by striking out  
5 sections 1 to 5, inclusive, and inserting in place thereof the following 11 sections:-

6 Section 1. PURPOSE.

7 The purpose of this chapter is to provide municipalities with a variety of flexible options  
8 to help address the housing emergency in a locally appropriate manner.

9           Section 2. GENERAL COURT FINDINGS.

10           The general court hereby finds and declares that homelessness, displacement, foreclosure  
11 and excessive rent burden is commonplace throughout the commonwealth. This housing  
12 emergency impacts all but the wealthiest of the commonwealth’s residents.

13           Section 3. LOCAL ACCEPTANCE OF ANY SECTION.

14           A city or town may accept any of the sections of this chapter in the manner provided in  
15 section 4 of chapter 4 and a city or town that has accepted a section may, in like manner, revoke  
16 its acceptance.

17           Section 4. PLENARY POWER FOR LOCAL RENT AND EVICTION REGULATION.

18           (a) A city or town accepting this section may, by local charter provision, ordinance or by-  
19 law regulate the rent and eviction of tenants in multi-family housing and provide for reasonable  
20 exemptions from such regulation. Such city or town may also provide by local charter provision,  
21 ordinance or by-law for rent and eviction regulation or exemption in distinct anti-displacement  
22 zones, in which it has been determined that residential households of low, moderate or middle  
23 income are at risk of displacement, as further defined by the municipality provided, that a  
24 community organization, as defined by the municipality, may petition for the establishment of an  
25 anti-displacement zone.

26           (b) A city or town may provide for fair return standards for the regulation of rent.

27           (c) For the purposes of this section the term “multi-family housing” shall not include 3 or  
28 less dwelling units in an owner occupied dwelling.

29 (d) Any city or town that adopts this section may ensure that dwelling units governed by  
30 such measures are only eligible for those individuals or households who meet income-based  
31 eligibility requirements as provided for by the city or town.

32 (e) A city or town may establish or designate an administrator, board or committee to  
33 promulgate regulations pursuant to this section and govern local rent and eviction regulation.

34 Section 5. LOCAL OPTION MOBILE HOME COMMUNITY RENT REGULATION.

35 (a) A city or town adopting this section may, by ordinance or by-law, regulate rents for  
36 the use or occupancy of manufactured housing accommodations in the city or town, establish a  
37 rent board for the purpose of regulating units, minimum standards for use or occupancy of  
38 manufactured housing communities and eviction of tenants therefrom and may, by ordinances or  
39 by-laws, require registration by owners of manufactured housing communities under penalty of  
40 perjury, of information relating to the manufactured housing communities. The term  
41 “manufactured housing communities” shall have the same meaning as such term in section 32F  
42 of chapter 140. Such rents, standards and evictions may be regulated by the rent board so as to  
43 remove hardships or correct inequities for both the owner and tenants of such manufactured  
44 housing communities. The rent board shall have all the powers necessary or convenient to  
45 perform its functions, may make rules and regulations, require registration by owners of  
46 manufactured housing communities, under penalty of perjury, of information relating to the  
47 manufactured housing communities, sue and be sued, compel the attendance of persons and the  
48 production of papers and information and issue appropriate orders which shall be binding on  
49 both the owner and tenants of such manufactured housing communities. Violations of any

50 ordinance or by-law adopted pursuant to this act or any order of the rent board shall be  
51 punishable by a fine of not more than \$5,000.

52 (b) In regulating rents for such manufactured housing communities, the rent board may  
53 make such individual or general adjustments, either upward or downward, as may be necessary  
54 to assure that rents for manufactured housing communities in the municipality are established at  
55 levels which yield to owners a fair net operating income which will yield a return, after all  
56 reasonable operating expenses, on the fair market value of the property equal to the debt service  
57 rate generally available from institutional first mortgage lenders or other rates of return that the  
58 board, on the basis of evidence presented before it, considers more appropriate to the  
59 circumstances of the case; provided however, that no upward adjustment shall exceed 10 per cent  
60 per annum. The fair market value of the property shall be the assessed valuation of the property  
61 or other valuation that the board, on the basis of evidence presented before it, considers more  
62 appropriate to the circumstances of the case. The municipality by ordinance or by-law, or the  
63 rent board by regulation, may establish further standards and rules consistent with this section.

64 (c) Chapter 30A shall apply to the rent board as if the rent board were an agency of the  
65 commonwealth, including those provisions giving agencies the power to issue, vacate, modify  
66 and enforce subpoenas, and those provisions relating to judicial review of an agency order.

67 (d) The housing court within the territorial jurisdiction of which the municipality is  
68 located shall have exclusive original jurisdiction of all petitions for review brought pursuant to  
69 section 14 of chapter 30A. Such housing court shall have jurisdiction to enforce this section and  
70 any ordinances or by-laws adopted under this section and may restrain violations thereof.

71 (e) The city or town may by ordinance or by-law regulate the eviction of tenants, and the  
72 rent board, may issue orders which shall be a defense to actions of summary process for  
73 possession, and such orders shall be reviewable pursuant to subsections (c) and (d).

74 (f) The personnel of the rent board shall not be subject to section 9A of chapter 30 or  
75 chapter 31.

76 (g) Any city or town, which has adopted an ordinance or by-law for the purpose of  
77 regulating units, minimum standards for use or occupancy of manufactured housing communities  
78 and eviction of tenants therefrom pursuant to the authority conferred upon such city or town by  
79 general law or special act prior to the effective date of this section may continue to exercise such  
80 authority, and this section shall not be construed to restrict the authority of any such city or town  
81 to amend or repeal any ordinance or by-law in accordance with the provisions of such general  
82 law or special act.

83 Section 6. CONDOMINIUM CONVERSION AND REGULATION OF RENTS AND  
84 EVICTIONS.

85 (a) A city or town may establish a condominium review board, and may by ordinance or  
86 by-law regulate the conversion of housing accommodations in said city or town to the  
87 condominium or cooperative form of ownership and the regulation of rent and the eviction of  
88 tenants' incident to the conversion or sale of condominiums. Such ordinance may include, but is  
89 not limited to, provisions for investigations into and hearings on condominium conversions or  
90 proposed conversions, a permit process, tenant notification requirements, relocation costs for  
91 tenants and other measures to protect tenants, control of evictions, penalties for violation of the

92 ordinance or by-law and exemptions from the provisions of this subsection. The condominium  
93 review board may exercise such powers as it is given by ordinance or by-law.

94 (b) A city or town, which has adopted an ordinance or by-law for the regulation of the  
95 conversion of housing accommodations to the condominium or cooperative forms of ownership  
96 and evictions related thereto pursuant to the authority conferred upon such city or town by  
97 general law or special act prior to the effective date of this section may continue to exercise such  
98 authority, and this section shall not be construed to restrict the authority of any such city or town  
99 to amend or repeal any ordinance or by-law in accordance with the provisions of such special  
100 act.

101 Section 7. LOCAL OPTION JUST CAUSE EVICTION.

102 (a) The provisions of this section shall be applicable to all housing accommodations in  
103 any city or town of the commonwealth that adopts this section; provided however, that a city or  
104 town may provide for exemptions from the provisions of this section and any such exemption  
105 shall be included in an ordinance or by-law adopted by the municipality. A city or town that  
106 accepts this section, may by ordinance or by-law provide that a lessor shall not recover  
107 possession of a leased unit within multi-family housing or residential dwellings, as otherwise  
108 defined by the municipality, which shall not include 3 or less dwelling units in an owner  
109 occupied dwelling, unless the court finds that:

110 (1) the lessee has failed to pay the rent to which the lessor is entitled;

111 (2) the lessee has violated an obligation or covenant of his or her tenancy not inconsistent  
112 with chapter 93A, or this section, or the regulations issued pursuant thereto, other than the

113 obligation to surrender possession upon proper notice; and the lessee has failed to cure such  
114 violation after having received written notice thereof from the lessor;

115 (3) the lessee is committing or permitting to exist a nuisance in or is causing substantial  
116 damage to the leased unit, or is creating a substantial interference with the comfort, safety or  
117 enjoyment of the lessor or other occupants of the same or any adjacent accommodations;

118 (4) the lessee has used or permitted a leased unit to be used for any illegal purposes;

119 (5) the lessee, who had a written lease agreement which terminated or is a tenant at will,  
120 has refused, after written request or demand by the lessor, to execute a written extension or  
121 renewal thereof or lease for a further term of like duration, at a rental rate that does not exceed a  
122 certain percentage, set by the municipality, of the consumer price index of the rental rate under  
123 the prior lease agreement or at will tenancy, and on such terms that are not inconsistent with or  
124 violative of any provision of said chapter 93A or of this section; provided, that for purposes of  
125 this clause, the term "consumer price index" refers to the annual 12-month average change in the  
126 Consumer Price Index for All Urban Consumers, New England Division (All Items), as  
127 published by the Bureau of Labor Statistics of the United States Department of Labor in  
128 September of the prior calendar year;

129 (6) the lessee has refused the lessor reasonable access to the unit for the purpose of  
130 making necessary repairs or improvements required by the laws of the commonwealth or any  
131 political subdivision thereof, or for the purpose of inspection as permitted or required by such  
132 lessee's lease agreement or by law, or for the purpose of showing the leased unit to any  
133 prospective purchaser or mortgagee;;

134 (7) the person holding at the end of a lease term is a sublessee not approved by the lessor;

135 (8) the lessor seeks in good faith to recover possession of a leased unit for his or her own  
136 use and occupancy or for the use and occupancy by his or her spouse, children, grandchildren,  
137 great grandchildren, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-  
138 law, or daughter-in-law, and has provided the tenant with 180 days written notice and an offer of  
139 a relocation assistance payment equal to at least 3 months' rent; or

140 (9) the lessor seeks to recover possession for any other just cause, provided that his or her  
141 purpose is not in conflict with the provisions and purposes of said chapter 93A or this section.

142 (b) A lessor shall notify the clerk's office of the city or town in which the leased unit is  
143 located prior to initiating judicial proceedings in compliance with this section.

144 (c) A lessor who recovers possession of a leased unit in violation of this section shall be  
145 punished by a fine not less than \$5,000. Each such recovery in violation of this section shall  
146 constitute a separate offense. The housing court shall have jurisdiction over an action arising  
147 from a violation of this section and shall have jurisdiction in equity to restrain any such violation.  
148 It shall be a defense to a lessee in an action pursuant to this section that a lessor attempted to  
149 recover a leased unit in violation of this section.

150 Section 8. BROOKS ACT FORECLOSURE PROTECTION.

151 (a) Notwithstanding any other provision of this chapter or any other law to the contrary,  
152 in a city or town accepting the provisions of this section the following words shall, unless the  
153 context clearly requires otherwise, have the following meanings:-

154 “Applicable laws”, all controlling applicable federal, state and local statutes, regulations,  
155 ordinances and administrative rules and orders that have the effect of law, as well as all  
156 applicable final, non-appealable judicial opinions.”

157 “Entity”, a business organization, or any other kind of organization including without  
158 limitation, a corporation, partnership, trust, limited liability corporation, limited liability  
159 partnership, joint venture, sole proprietorship, development or project, or any other category of  
160 organization, and any employee, agent, servant, or other representative of such entity.

161 “Former Homeowner”, a natural person or group of natural persons who, prior to  
162 foreclosure of a housing accommodation had been the title owner or owners of such housing  
163 accommodation, or who has a legal or beneficial interest in the housing accommodation by  
164 dissolution of marriage, separation agreement, survivorship, devise, or intestate succession, and  
165 who at the time of foreclosure actually occupied such housing accommodation as a resident or  
166 residents.

167 “Foreclosing Owner”, a natural person or entity that holds title in any capacity, directly or  
168 indirectly, without limitation, whether in its own name, as trustee or as beneficiary, to a housing  
169 accommodation that has been foreclosed upon and either: (1) held or owned a mortgage or other  
170 security interest in the housing accommodation at any point prior to the foreclosure of the  
171 housing accommodation or is the subsidiary, parent, trustee, or agent thereof; or (2) is an  
172 institutional mortgagee that acquires or holds title to the housing accommodation within 3 years  
173 of the filing of the foreclosure deed on the housing accommodation; or (3) is Fannie Mae or  
174 Freddie Mac.

175           “Health Facility”, a facility, place, or building that is organized, maintained, and operated  
176 for the diagnosis, care, and treatment of human illness, physical or mental, including  
177 convalescence and rehabilitation, and including care during and after pregnancy, or for any 1 or  
178 more of these purposes.

179           “Housing Accommodation”, a building or structure, or part thereof or land appurtenant  
180 thereto, and any other real or personal property used, rented or offered for rent for living or  
181 dwelling purposes, together with all services connected with the use or occupancy of such  
182 property.

183           “Landlord”, owner of record, or lessor or sublessor of an owner of record, or any other  
184 person, project, housing development, or other entity entitled either to receive rent for the use or  
185 occupancy of any rental unit to maintain an action for possession of a rental unit, or an agent,  
186 representative, successor, or assignee of any of the foregoing.

187           “Lease nonrenewal or expiration”, a provision in a written rental agreement for a housing  
188 accommodation or rental unit that the lease will expire either as of a fixed date, or at the election  
189 of the owner or the failure of the tenant to take certain affirmative action.

190           “Notice to quit”, a written notice sent by a landlord or a foreclosing owner to a tenant or  
191 former homeowner of a residential rental unit or housing accommodation seeking to terminate  
192 the tenant’s tenancy or the former homeowner’s occupancy of such rental unit or housing  
193 accommodation.

194           “Office of Housing Stability”, an office of a city or town created to address the problem  
195 of displacement in the city or town, or any subsequent or successor office or entity similarly

196 empowered with like purpose or responsibility, or if no such office exists the municipal office or  
197 entity with the closest corresponding such purpose or responsibility.

198 “Owner” means any person or entity who holds title to 1 or more dwelling units in any  
199 manner including but not limited to a partnership, corporation or trust. For purposes of this  
200 section the term "owner" shall include one who manages, controls or customarily accepts rent on  
201 behalf of the owner.

202 “Property” means a parcel of land, along with all fixtures, structures, and improvements  
203 thereupon, located in the municipality that is assessed and taxed as an undivided whole.

204 “Rental Agreement”, an express or implied agreement for use and occupancy of a  
205 dwelling unit.

206 “Rental Unit”, a non-owner occupied room or group of related rooms within a dwelling  
207 used or intended for use by 1 family or household for living, sleeping, cooking and eating.

208 “Skilled Nursing Facility”, a health facility or a distinct part of a hospital that provides, at  
209 a minimum, skilled nursing care and supportive care to patients whose primary medical need is  
210 the availability of skilled nursing care on an extended basis. Such facility must provide 24-hour  
211 inpatient care, an activity program, and medical, nursing, dietary, and pharmaceutical services.  
212 Additionally, the facility must provide effective arrangements, confirmed in writing, through  
213 which services required by the patients but not regularly provided within the facility can be  
214 obtained promptly when needed.

215 “Tenancy”, occupation or use of a dwelling unit under a rental agreement.

216 “Tenant”, any person who inhabits or is entitled to inhabit a dwelling unit under a rental  
217 agreement.

218 “Tenants’ Rights Organization”, any unincorporated or incorporated association,  
219 nonprofit, or municipal department or office, that is determined by the office of housing stability  
220 as providing housing assistance or tenants’ rights advocacy or foreclosure prevention and post-  
221 foreclosure assistance to homeowners or former homeowners.

222 (b) This section shall apply to all rental units and housing accommodations in a  
223 municipality accepting the provisions of this section, in whole or in part, including where a  
224 notice to quit or other notice of lease nonrenewal or expiration has been served or should have  
225 been served on the tenant or former homeowner of any such rental unit or housing  
226 accommodation as of the effective date of this section, but where any such rental unit or housing  
227 accommodation has not yet been vacated or a final order of judgment for possession has not  
228 entered as of the effective date of this section. However, this section shall not apply to the  
229 following types of units:

230 (i) Rental units in any hospital, skilled nursing facility, or health facility.

231 (ii) Rental units in a nonprofit facility that has the primary purpose of providing short  
232 term treatment, assistance, or therapy for alcohol, drug, or other substance abuse provided that  
233 such housing is incident to the recovery program, and where the client has been informed in  
234 writing of the temporary or transitional nature of the housing at its inception.

235 (iii) Rental units in a nonprofit facility which provides a structured living environment  
236 that has the primary purpose of helping homeless persons obtain the skills necessary for  
237 independent living in permanent housing and where occupancy is restricted to a limited and

238 specific period of time of not more than 24 months and where the client has been informed in  
239 writing of the temporary or transitional nature of the housing at its inception.

240 (iv) Rental units in a residential property where the owner of record occupies a unit in  
241 the same property as his or her principal residence and regularly shares in the use of kitchen or  
242 bath facilities with the tenants of such rental units. For purposes of this subsection, the term  
243 owner shall not include any person who claims a real estate property tax exemption on any other  
244 residential real property in the commonwealth.

245 (v) Public housing units managed by a housing authority and other residential rental  
246 units, such as federal public housing, that are subsidized and regulated under federal laws, to the  
247 extent such applicable federal laws expressly preempt the provisions of this section.

248 (vi) Any residential property where the owner is a natural person who owns 6 or fewer  
249 residential rental units in the city or town and the owner resides in the commonwealth.

250 (vii) Any unit that is held in trust on behalf of a developmentally disabled individual  
251 who permanently occupies the unit, or a unit that is permanently occupied by a developmentally  
252 disabled parent, sibling, child, or grandparent of the owner of that unit.

253 (viii) Any rental unit that is owned or managed by a college or university for the  
254 express purpose of housing undergraduate students.

255 (c) When a landlord or foreclosing owner serves the tenant or former homeowner any  
256 notice to quit or other notice of lease nonrenewal or expiration, such landlord or foreclosing  
257 owner shall, at the same time, also provide the tenant or former homeowner with a notice of  
258 basic housing rights and resources including a list of tenants' rights organizations with their

259 contact information (“Rights Notice”) on a form or forms prepared by the office of housing  
260 stability. Where a landlord or foreclosing owner is exercising a right of lease nonrenewal or  
261 expiration, the owner shall give a written notice on a form or forms prepared by the office of  
262 housing stability (“Termination Notice”) of the exercise of such right to the tenant or former  
263 homeowner at least 30 days in advance of commencing any summary process action against the  
264 tenant or former homeowner, along with the Rights Notice. Copies of such notices, including the  
265 date the notice was given and the address to which the notice was given, shall be provided to the  
266 office of housing stability immediately after the notice is given, and filed with the court at the  
267 commencement of any proceeding for summary process. A landlord or foreclosing owner who  
268 fails to comply with the provisions of this paragraph shall not be entitled to recover possession in  
269 any proceeding for summary process unless the court finds that the Rights Notice, and notice to  
270 quit or other notice of lease nonrenewal or expiration, including any Termination Notice, were  
271 served on the tenant with a copy of the same notices also concurrently sent to the office of  
272 housing stability, and also filed with the court with any summary process summons and  
273 complaint. The burden of proof in any proceeding for summary process subject to the provisions  
274 of this paragraph shall be on the landlord or foreclosing owner to demonstrate compliance with  
275 the requirements of this paragraph.

276 (d) No foreclosing owner may recover possession of a housing accommodation in a city  
277 or town accepting the provisions of this section, in any proceeding pursuant to chapter 239 or  
278 otherwise, unless the court finds that:

279 (1) the foreclosing owner seeks in good faith to recover possession of a residential unit  
280 for his or her own use and occupancy or for the use of occupancy by his or her spouse, children,  
281 grandchildren, great grandchildren, parents, grandparents, brother, sister, father-in-law, mother-

282 in-law, son-in-law or daughter-in-law, which ground shall be treated as a no-fault eviction under  
283 applicable state law; or

284 (2) the former homeowner:

285 (i) refused to pay a reasonable rent requested in writing by the foreclosing owner;

286 (ii) has committed or permitted to exist a nuisance in the housing accommodation;

287 (iii) has created a substantial interference with the comfort, safety, or enjoyment of the  
288 other occupants of the same or any adjacent accommodations;

289 (iv) has used or permitted the housing accommodation to be used for illegal purposes;

290 (v) has refused the foreclosing owner upon reasonable notice, reasonable access to the  
291 housing accommodation for the purpose of making necessary repairs or improvements required  
292 by the laws of the commonwealth or any political subdivision thereof, or for the purpose of  
293 inspection as permitted or required by law, or for the purpose of showing the housing  
294 accommodation to any prospective purchaser or mortgagee.

295 Any such eviction of a former homeowner shall also be subject to any additional  
296 restrictions or provisions applicable if it is a condominium or cooperative conversion-related  
297 eviction within the meaning of chapter 527 of the acts of 1983, as amended, and such local  
298 legislation as the city or town has adopted, as may be amended, or may adopt, regarding  
299 condominium or cooperative conversion-related eviction.

300 (e) Remedies if a non-exempt landlord or foreclosing owner proceeds with any legal  
301 action to recover possession of a residential premises located in the city or town in violation of  
302 this section shall include the following:

303 (i) Failure to provide the tenant or former homeowner or Office of Housing Stability  
304 a timely and complete notice of basic housing rights and resources including a list of tenants'  
305 rights organizations with their contact information ("Rights Notice") shall constitute grounds for  
306 dismissal of the action.

307 (ii) Failure to provide the tenant or former homeowner a timely Termination Notice  
308 shall constitute grounds for dismissal of the action.

309 (iii) The remedies available in this section shall not preclude or be construed to be  
310 exclusive, but may be cumulative with any other existing remedies, which may be available to  
311 the tenant or former homeowner.

312 (f) Information contained in the Rights Notices and Termination Notices may be withheld  
313 in whole or in part only in a manner consistent with existing state and federal laws, rules, and  
314 regulations regarding public records disclosure.

315 (g) The provisions of this section may not be waived, and any term of any lease, contract,  
316 or other agreement which purports to waive or limit a tenant's or former homeowner's  
317 substantive or procedural rights under this ordinance are contrary to public policy,  
318 unenforceable, and void, unless and to the extent permitted by applicable Laws.

319 Section 9. ROLL BACK PROTECTION FROM IMMEDIATE RENT INCREASES.

320 Unless otherwise provided for in this chapter, the maximum rent of a regulated rental unit  
321 shall be the rent charged the occupant for the month 12 months prior to the acceptance of this  
322 section by a municipality. If the rental unit was unoccupied at that time but was occupied at any  
323 time prior to acceptance of this section, the maximum rent shall be the rent charged therefor for

324 the month closest to 12 months prior to the effective date of this section. If the maximum rent is  
325 not otherwise established, it shall be established by the city or town as provided for in this  
326 chapter. Any maximum rent may be subsequently adjusted under the provisions of this chapter.

327 Section 10. REGULATION OF TENANT DEPOSITS AND FEES.

328 (a) A city or town that adopts this section may regulate by ordinance or by-law the  
329 payment of deposits and non-refundable move-in fees paid by a residential tenant or prospective  
330 tenant, notwithstanding any general or special law to the contrary; provided however, that no by-  
331 law or ordinance shall provide that a lessor may require a tenant or prospective tenant to pay any  
332 amount in excess of the amount provided for in section 15B of 186.

333 (b) Such regulation may include installment payment options for a tenant's last month's  
334 rent and security deposit pursuant to this section.

335 (c) A city or town ordinance or by-law may provide that a tenant may elect to pay a  
336 security deposit and last month's rent in installments as follows:

337 (1) for any rental agreement term that establishes a tenancy for 6 months or longer, the  
338 tenant may elect to pay the security deposit and last month's rent in 6 consecutive, equal monthly  
339 installments that begin at the inception of the tenancy or the tenant may propose an alternative  
340 installment schedule. If the landlord agrees to the tenant's alternative installment schedule the  
341 schedule shall be described in the rental agreement;

342 (2) for any other rental agreement term that establishes a tenancy, the tenant may elect to  
343 pay the security deposit and last month's rent in no more than 4 equal amounts that begin at the  
344 inception of the tenancy and are paid in installments of equal duration or the tenant may propose

345 an alternative installment schedule. If the landlord agrees to the tenant's alternative installment  
346 schedule the schedule shall be described in the rental agreement.

347 (d) Landlords may not impose any fee, charge any interest, or otherwise impose a cost on  
348 a tenant because a tenant elects to pay the last month's rent in installments.

349 (e) A landlord who fails to comply with the requirements of any ordinance or by-law  
350 promulgated pursuant to this section shall be liable to the tenant for \$1,000 plus reasonable  
351 attorney fees and costs in addition to any other remedy available at law.

352 (f) This section shall not apply to a tenant who rents a unit in an owner occupied dwelling  
353 with 3 or less dwelling units.

#### 354 Section 11. MUNICIPAL ANTI-DISPLACEMENT ZONES.

355 (a) A city or town accepting any section in this chapter may, in addition to municipal-  
356 wide implementation of such section, provide for the implementation or exemption of such  
357 section's provisions, in distinct anti-displacement zones, in which it has been determined that  
358 residential households of low, moderate or middle income have been displaced or are at risk of  
359 displacement, as defined by the municipality.

360 (b) A community organization, as defined by the municipality, may petition the  
361 municipality for the establishment of an anti-displacement zone.