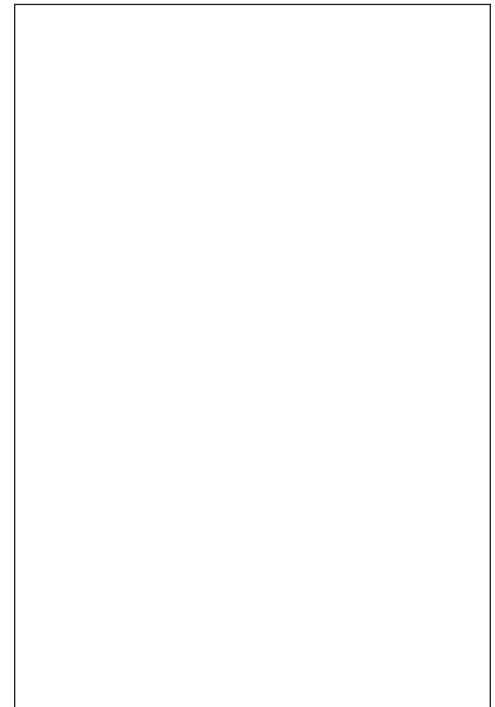


# FORECLOSURE & EVICTIONS CLINIC



**NATIONAL LAWYERS GUILD**

**Massachusetts Chapter**

14 Beacon St., Suite 407

Boston, MA 02108

617-227-7335

[www.nlgmass.org](http://www.nlgmass.org)

**Street Law Clinic Project**

617-723-4330

**Lawyer Referral Service**

617-227-7008

## What is the National Lawyers Guild?

The National Lawyers Guild was founded in 1937 as an alternative to the conservative and racially segregated American Bar Association. It is a membership organization that brings together law students, lawyers, legal secretaries, paralegals, judges, and community activists to collaborate in the process of using the law for political, economic and social justice.

Since 1937, the National Lawyers Guild has worked to advance human and civil rights and anti-war movements. Our members work for justice through litigation, clinics, skill seminars, community activism, and legislation. The Guild is proud to represent individuals and causes that the established bar has been unwilling or unable to represent.

If you have any questions about the Guild or would like to use our Lawyer Referral Service, please contact the National Lawyers Guild Massachusetts Chapter at:

**(617) 227-7335.**

## What is the Street Law Clinic Project?

Street Law Clinics are workshops on various legal topics for non-lawyers. The goal of the clinics is to empower the participants by teaching them how to assert their legal rights. Clinics are conducted by law students with assistance from lawyers and take place in community centers, churches, high schools, homeless shelters, union halls, and pre-release centers. The workshops are interactive, with participants dealing with real-life situations, and usually last about two hours.

Currently Street Law Clinics are offered in the following areas:

**LANDLORD/TENANT DISPUTE:**

State and local laws designed to protect tenants are often ignored or deliberately violated by landlords. Some landlords are not even aware of the laws and tenants frequently do not know how to assert their rights. Participants in this workshop learn about Massachusetts' housing law and what their rights are with respect to such issues as evictions, rent increases, health code violations, and lead paint.

**STOP & SEARCH:**

This clinic gives participants a better understanding of their constitutional rights when they have been stopped by the police. Participants discuss how they can respond to police searches and what they can do if their rights have been violated.

**WORKERS' RIGHTS:**

This clinic is designed to educate and empower people about their rights to a safe workplace, proper pay, freedom from discrimination, effective organization and other issues which affect the lives of immigrant and non-immigrant workers. The clinic has four subtopics: (1) Wage and Hour Laws, (2) Discrimination in the Workplace, (3) Worker Compensation and OSHA, and (4) Union Organizing.

**CIVIL DISOBEDIENCE DEFENSE:**

This project trains community members, law students and other interested individuals to be legal observers at protests and rallies throughout the Boston area, while providing necessary support and training to those who wish to engage in acts of civil disobedience.

**IMMIGRATION LAW CLINIC:**

This clinic provides information on recent changes in immigration procedures and basic immigration laws. It answers questions related to (1) Legal Representation, (2) Visas, (3) Citizenship, (4) Traveling, (5) Criminal Convictions and their Immigration Consequences, (6) Detention & Deportation.

**BANKRUPTCY CLINIC:**

This clinic was designed in response to the growing number of individuals who face consumer debt and credit issues, especially in the face of the foreclosure crisis. The clinic focuses on helping consumers manage their debt, increase their access to credit, and deal with the process of bankruptcy.

**FORECLOSURES AND EVICTIONS:**

This clinic helps tenants who face eviction by a bank, mortgage company, or other lender as a result of a foreclosure. It empowers and encourages tenants by advising them of their legal rights and giving them the capability to represent themselves at trial. The goal is to put pressure on the banks and other mortgage lenders to stop evicting innocent tenants after a foreclosure.

*For more information, or to schedule a clinic,  
please contact:*

**Street Law Clinic**  
**(617) 723-4330**  
**[nlgmass-slc@igc.org](mailto:nlgmass-slc@igc.org)**

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# I.

## What is Foreclosure?

A **MORTGAGE** is a type of loan that you would get from a bank, mortgage company or other lender to buy a house.

When giving out such a loan, the lender requires a form of **security for the loan**. In the case of a home mortgage, the lender keeps a right to take over the property you are buying if you fail to make your loan (mortgage) payments on time.



If you are unable to re-pay the loan or if you fail to make your loan payments on time, the **lender has the right to foreclose (take over) the property** and you would lose your home to the lender. Banks and other lenders have foreclosed on thousands of homeowners in Massachusetts and across the country. After foreclosure, the lender often seeks to evict the former owner and any tenants still living on the property.

# II.

## What is Predatory Lending?

**PREDATORY LENDING** is the practice of giving loans that have unfair or abusive conditions.

Many loans are considered predatory:

- ▶ if they offered a **low interest rate in the beginning that greatly increases at a later date;**

- ▶▶ if they are **for more than the house is actually worth**;
- ▶▶ if the **lender promises that you can refinance and get a lower rate in the future** without telling the borrower that the loan (mortgage) will be sold to another company which does not have to honor any promise to refinance; *or*
- ▶▶ if the loan payments are much greater than the borrower can realistically afford, based on the borrower's income.

In many of these cases, the lender knew the loan was risky, and did not properly analyze the borrower's ability to repay the loan.

The lenders often give borrowers confusing or incomplete information concerning their loan and what it would entail. Because of the large number of predatory loans issued in the last few years, many people have been unable to pay their mortgages and the banks are foreclosing (taking over) their properties.

### III.

## How the Eviction Process Works Following a Foreclosure

If your landlord has lost her property to foreclosure, the lender who now owns the property is your new landlord.



**The lender must notify you that it now owns the property.**

In the event that you were the homeowner and have now lost your property to foreclosure, you are now a tenant in the property you used to own, and the lender is your landlord.

After it becomes the landlord, **the lender, as the new property owner, usually attempts to evict any tenants so that it can try to re-sell the property.**

Lenders are not interested in owning or managing residential property.

This pamphlet is designed to provide you with information so that you may represent yourself in an eviction case.



It is important that you open your mail and keep any notices or other documents that you receive. **Do not throw anything out.** These documents may be important later in housing court.

It is also important that you **do not ignore any notices**, either from the lender, new landlord, new property manager, or from the court. Most of them require some action or response on your part. You **MUST** respond to any court notices in order to protect your legal rights. Consult a lawyer if you need help in responding.



## IV.

# What to Do After the Bank Becomes Your Landlord

### **SEND A LETTER TO THE NEW PROPERTY OWNER**

The first thing you should do following a foreclosure on the property where you live is to **find out who the new property owner is**. State Law requires the owner of a property to post a sign in the building with his/her name, address, and telephone number. The new landlord or the new property manager must supply you with contact information. If you do not know the name or contact information for the new landlord, ask your old landlord for that information.

Immediately **write your new landlord** a letter asking them where they would like for you to send your rent check.

Also in that letter **list everything that needs repair** or immediate maintenance in your apartment and ask them to make those repairs.



**It is important that you SIGN, DATE, and KEEP A COPY of this letter for your records.**

It can be used to show the court that you tried to pay rent and that you were active in trying to stay in your home.

Since the lender is your landlord now, **they have all of the same obligations that a typical landlord would have**. They must make repairs, pay any utilities that were

previously included in your rent, and follow the original conditions of your lease. If you do not have a lease, the new owner must pay for your heat and water, if your old landlord paid for those.

**WHEN WRITING YOUR LETTER DETAILING THE CONDITIONS OF THE APARTMENT THAT REQUIRE REPAIR REMEMBER TO INCLUDE:**

- ▶▶ Problems with heat;
- ▶▶ No lighting in common areas;
- ▶▶ Problems with electricity, gas, or water;
- ▶▶ Plumbing, toilet or sewage problems;
- ▶▶ Inadequate or broken locks, or other security problems (broken windows);
- ▶▶ Insects, mice, rats, cockroaches or other infestation;
- ▶▶ Unsafe stairs, railings, porches;
- ▶▶ Problems with stoves, sinks, showers or other appliances;
- ▶▶ Water leakage;
- ▶▶ Defective ceilings, walls, or floors (*examples*: leaking ceiling, peeling paint, presence of lead paint in an apartment where a child under age six lives, etc.);
- ▶▶ Lack of, or non-working smoke detectors;
- ▶▶ Defective or broken windows;
- ▶▶ Electrical problems;
- ▶▶ Unsafe asbestos or lead paint.

*For a more comprehensive list of problems to look for in your apartment, go to:*

<http://masslegalhelp.org/housing/forms/bad-conditions>

*and click on the link for*

*“Housing Code Checklist”.*

**You have the right to call a city housing inspector to do a FREE housing code inspection of your property.** The inspectors will write a report that they will send to the landlord and which you can use in court.

**IMPORTANT:**

***When you call a housing inspector:***

- ▶▶ **Before the inspector comes, you should go through your apartment and look for any problems,** so that you can point them out to the housing inspector. You should show the inspector **EVERYTHING** that needs repair or maintenance.

Housing inspectors generally spend very little time investigating a home, but if you point out the problems to them, they will end up in the report and help you in court.

- ▶▶ Once you have an appointment with an inspector, **be sure you are at home when they are scheduled to arrive.** If you are not at home, they will leave and it may be difficult to get them to come back in a timely manner.
- ▶▶ **Request a copy of the inspector's written report** and make sure that the information is thorough and accurate. **Keep the report and bring it to court with you.**

## **PAYING RENT**

Now that the bank is your new landlord, you should **stop sending your rent to your old landlord.**

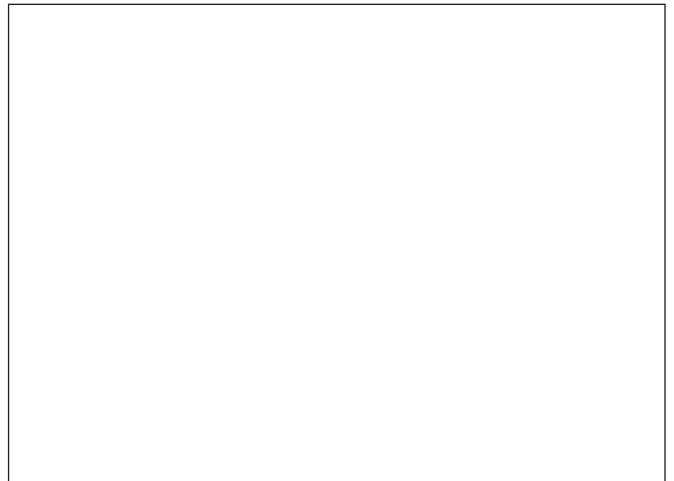
Take the following actions as soon as possible after finding out who your new landlord is:

- ▶▶ In your defective conditions letter to the new owner, **ask where you should send the rent** and ask them who you should contact to have repairs done..
  
- ▶▶ **If they do not accept your rent or tell you where to send it, make sure you save enough money to pay your rent.** It is likely that they will not respond. They may not accept your rent because they don't want to take on the responsibilities of being your landlord.



**IMPORTANT: This does not mean that you do not owe rent.** You will still have to pay some rent, no matter what sort of deal is reached with your new landlord.

- ▶▶ **Put the money you would normally pay for rent into a separate bank account,** if possible.



## **DO NOT ACCEPT “CASH FOR KEYS”**

**AFTER A FORECLOSURE**, the banks will often use misleading or factually incorrect tactics to try to get you to move out of your home. You have far more legal rights than they will tell you about. They might offer between \$500 and \$1,500 to move out of your apartment within a certain number of days.

They may also tell you that you only have a few days to move out or to accept their offer. **THIS IS NOT TRUE.** No one has to move out of their home **unless** a judge orders you to do so after you have had a court hearing.



**DO NOT ACCEPT THIS MONEY.** If you accept a “Cash-for-Keys” offer, you may be signing away **ALL** your legal rights for a small amount of money.

By going to court and asserting your rights, you could receive much more money or the right to stay in the apartment longer, either through a settlement or a court order. In any case, **you never have to leave your apartment until after a court hearing and a judge orders you to move out.**

Also, because the lender is your new landlord, if you informed them of bad conditions in your apartment, you may be able to collect money from them and still get to stay in your home, if you choose to fight them in court.

## **GETTING BACK YOUR SECURITY DEPOSIT**

Your old landlord must transfer your security deposit to the new landlord after the foreclosure. **The new landlord is responsible for the deposit and must notify you that it has the deposit in a separate bank account.** The problem is that after foreclosure landlords usually do not transfer the deposit to the new landlord.

But there are still ways to get your deposit back.

- ▶▶ **You can try to get your deposit back from your original landlord.** Right after the foreclosure, send your old landlord a letter demanding your security deposit back.

If your landlord is having serious financial problems it is possible that they may have spent your security deposit, even though it is against the law. This can make it difficult to recover your security deposit, even with a court order. You should consult a lawyer to help you if this is the case.

- ▶▶ **You can try to get your deposit back from the new owner.** The new owner is likely to have money available to return your security deposit. Generally the new owner is responsible for your security deposit and should return it or tell you the name and address of the bank where they are keeping your deposit. If they will not send you back your security deposit or say they do not have possession of it, send them a letter demanding it just like you would to your original landlord.

If you still do not get your security deposit back, you can file a lawsuit to get it back. **The best option is to assert it as a counterclaim in your answer if the new owner starts an eviction case against you in court.** *(For more information about counterclaims, see page 18 of this pamphlet.)*

You could also file a small claims action to get your security deposit back. You should consult a lawyer to discuss what you can do.

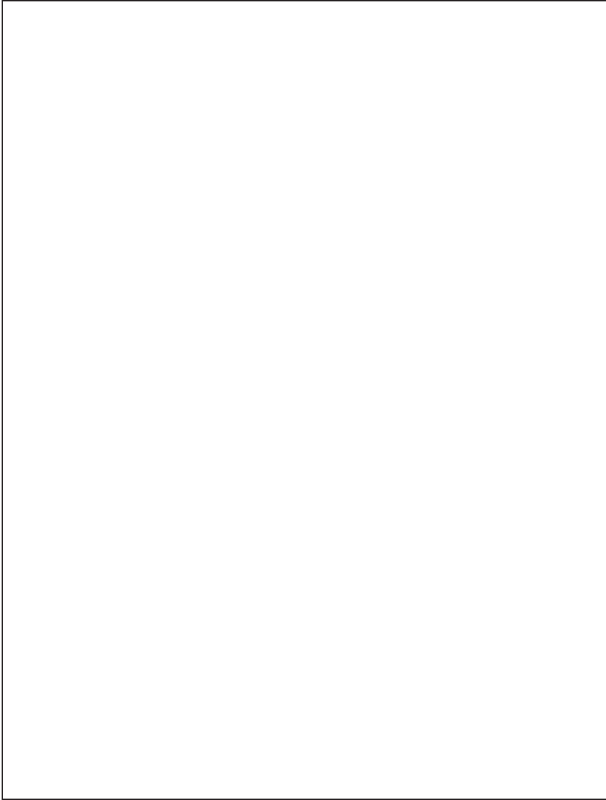
## GETTING BACK LAST MONTH'S RENT

If you paid the last month's rent when you first moved into your home, you should still get credit for that payment after a foreclosure.

In most cases, the original owner has to give the last month's rent to the new owner. You can get it back in the same way you can get back the security deposit described above. **Your right to the last month's rent can also be asserted in your Answer.** *(For more information about the Answer, see page 17 of this pamphlet.)*



**REMEMBER:** Your new landlord/owner must still make repairs and pay for utilities. If they fail to do this, you can ask a court to order them to do so.



### **SUMMING UP:**

- ▶▶ Immediately send a conditions letter to your new landlord detailing **everything** in need of repair in your home and asking them for contact information.
  
- ▶▶ Save your rent owed in the event the new owner does not accept your rent check.
  
- ▶▶ Do not be intimidated by misleading “Cash-for-Keys” offers. Try to negotiate with the bank for more money, more time in your apartment, or both.
  
- ▶▶ Be sure to keep dated copies of all letters that you send to, or receive from your new landlord or any property management company.
  
- ▶▶ Keep copies of any notices that you receive from your new landlord or the court and pay attention to deadlines. **You MUST respond to all court notices.**
  
- ▶▶ You never have to leave your home until ordered to do so by a judge. **It is illegal for the bank or anyone else to change your locks or remove you or your possessions without a court order.**
  
- ▶▶ You may be able to get back your security deposit and last month’s rent from either the original owner or the new landlord.



**YOU HAVE LEGAL RIGHTS!** Learn how to protect yourself by asserting your rights and fighting against an eviction.



# V. Cash-For-Keys Offer

Example:

5/2/2008

**RE: CASH-FOR-KEYS OFFER**

**To: The Occupants of \_\_\_\_\_**

This property has been purchased at a foreclosure sale and an eviction action has been started which requires you to vacate the property. The new owner has authorized me to offer you a cash incentive to vacate quickly. I urge you to contact me within 24 hours to discuss the arrangements. We only have 72 hours to make an agreement or it goes to the court for sheriff lockout.

If you do not contract me now, the process will be:

- Court date for eviction set. You will be responsible for court/attorney fees of approximately \$750.
- You will be ordered to leave.
- A sheriff will come to physically remove you from the property and change the locks.
- Your items will be put in storage if deemed of value. You will be responsible for monthly storage fees.

There is already an attorney representing the bank working on your eviction. Please call today, I want to help you. I can stop the eviction process that has already started and get you cash!

Thank you.

**This is an example of what a typical “Cash For Keys” Offer may look like.** It is intended to intimidate you and contains a lot of misleading information that you should not believe. **You should NOT accept such an offer** without first speaking to a lawyer or a tenants rights organization.

*For example:*

▶ **“72 Hours”:** You may have only 72 hours to work out a deal with the individual who sent you this letter, but you will have much more time than that before a court will order you to leave your apartment. The law requires that a landlord evicting a tenant for no cause must give **at least one month’s notice**, and you will have additional time after that if you chose to fight the eviction in court.



**You never have to move out of your home until ordered to do so by a judge.**

▶ **“The Process”:** If you do not accept “Cash For Keys” a court date for eviction proceedings will be set for some time in the future (probably more than a month), as all evictions must be approved by a court. **But you will NOT be responsible for fees of \$750.** You will only be responsible for fees if you lose your case, and those fees would not be greater than \$200.

▶ **“You Will Be Ordered To Leave”:** You may not have to leave your apartment. By going to court and fighting back, you may be able to get the right to stay in your apartment a lot longer, or receive money damages from the landlord if you are asked to leave, or both. **The landlord CANNOT force you to move out without giving you your day in court.**

▶ **“The Sherriff Will Come to Remove You”:** The Sheriff will come to remove you only if you lose your case in court and then refuse to leave the premises. You **CANNOT** be locked out of your home until there has been a court hearing. **If you lose your case and then relocate voluntarily, the sheriff will not come** and your possessions will not be put into storage. You will then not be required to pay any fees.

▶ **“I want to help you”:** They are not interested in helping you. They want to help the lender that they work for. By fighting your eviction or at least negotiating with the bank, you should be able to receive significantly more money for your move than implied by this letter, and you will have much more time to decide what you want to do.

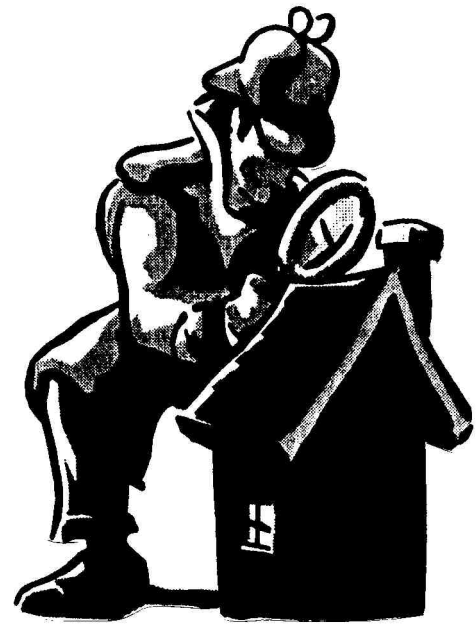
## VI. The Notice To Quit

To start the eviction process, the new property owner will send you a **Notice to Quit** informing you that you must leave the property within a certain number of days. **You DO NOT have to leave at the end of that time.** The landlord must still go to court and get a court order to evict you, a process which can take between several weeks and several months.

There are a number of things that could be wrong with your Notice to Quit:

- ▶ **You must be given a full rental period’s notice.** The notice must not state that you only have 14 days to leave unless it is for non-payment of rent. They must give you at least one full rental period if you are up to date on your rent. This means that if you normally pay rent on the first of every month and you receive a Notice to Quit on July 15, the earliest you can be required to leave is September 1.
  
- ▶ You should receive a **Notice to Quit at least 14-30 days before you receive a Summons and Complaint for an eviction case** to remove you from the premises.

- ▶ **Keep in mind you do not have to leave!** Although the bank has begun eviction proceedings against you, it does not mean that they will be successful. Only a court order can truly evict you. If you go to court, you may not have to leave.
  
- ▶ **If your landlord accepts your rent after you receive a Notice to Quit, that could void the Notice to Quit altogether,** and the landlord will not be able to evict you without starting all over again.



## VII.

# The Summons and Complaint

After you have received a **Notice to Quit**, you will next receive a **Summons and Complaint**, which begins the court action for an eviction.

There are many things that may be wrong with the Summons and Complaint that could get the case against you dismissed, such as:

▶▶ **You must be served with a copy.** A copy can be hand served and left at your home. If it is only sent in the mail, or sent by certified mail and you did not go to the post office to pick it up, then the service was not good and the case may be dismissed.

▶▶ **It may have been entered too early or too late.** The “entry date” (the date the summons was filed with the court) must be at least seven days after it was given to you. The entry date also cannot be more than 30 days after the summons and complaint was served on you.

The entry date is in the upper right hand corner, and is the day that the landlord will notify the court that they are beginning a case to remove you from the property.

▶▶ **Call the court the day after the entry date on the Summons and Complaint served upon you to confirm that the case was properly entered.** If the bank enters the Summons and Complaint on any day other than the one indicated on the Summons and Complaint that was served upon you, then the case can be dismissed.



**DO NOT IGNORE THIS COURT DOCUMENT.**

**IF YOU FAIL TO RESPOND TO IT  
BY THE DEADLINE LISTED ON IT,  
OR  
IF YOU FAIL TO APPEAR IN COURT,  
YOU WILL BE EVICTED!**

## VIII. The Answer

**AN ANSWER** is a legal document that you file with the court explaining your case in response to the Summons and Complaint. You are the defendant because the landlord has filed a suit against you to have you removed from your home.



It must be delivered to the court and the landlord by the Answer date listed on the summons and complaint which will be **the Monday following the entry date.**

There is no fee for filing this form. In this form you will assert your *counterclaims* and *defenses*. You must file an Answer on time to protect your legal rights.

*(Go to [www.masslegalhelp.org](http://www.masslegalhelp.org) to print out a fill-in-the-blank Answer that you can file with the court.)*

## **COUNTERCLAIMS**

These are claims that you can make against the landlord. If you wrote a conditions letter to your new landlord, and they have not made repairs in a reasonable amount of time, then you may ask for money damages in your Answer as part of your counterclaims. If your new landlord has tried to lock you out, shut off your water, heat or electricity, entered your home without your permission or harassed you, you can file counterclaims for these actions as well. You can also assert a claim for your security deposit.

## **DEFENSES**

Defenses are legal reasons the tenant can argue against the eviction. You will be in a stronger position if you are up to date in your rent. Since you are being evicted for no just cause, you may have defenses that will allow you to stay in your home. You have done nothing wrong to be removed from your home and you should let the court know that you want to stay in your home or that you should be compensated for being forced to move out.

In addition, if there are any elderly or handicapped persons living in your home, the court may give you more time to find a new place to live.

**SHOULD YOU CHOOSE TO  
HAVE A JURY TRIAL?**

In the Answer, you must state whether you would like to have a jury trial. This means that a jury will decide whether or not your landlord should pay you damages, and how much they must pay you.

**WE RECOMMEND**

**that you choose to have a jury trial at this time because juries are people like you and tend to be more favorable in eviction cases.**


You may not want a jury trial because it can be somewhat intimidating and difficult representing yourself in front of a jury. However, if you change your mind later and decide that you do not want one, the court will allow you to choose a non-jury trial with just a judge as long as the other side agrees.

**IX.**  
**Discovery**

**DISCOVERY** allows you to ask for information that the opposing side has. You can ask up to 30 *interrogatories* which are written questions the other side must answer, and you may make a *document request* and ask for paperwork and other documents the other side has.



If your landlord fails to provide responses to your Discovery, you can ask the court to delay or even dismiss the eviction case.

 **The Discovery MUST be given to the court and your landlord at the same time as your Answer.**

It will also **AUTOMATICALLY** move your trial date in housing court back two weeks and give you some extra time to negotiate with the landlord.

*(Go to [www.masslegalhelp.org](http://www.masslegalhelp.org) to print out check-off Discovery forms.)*

## X.

# Transfer to Housing Court

### **WE RECOMMEND**

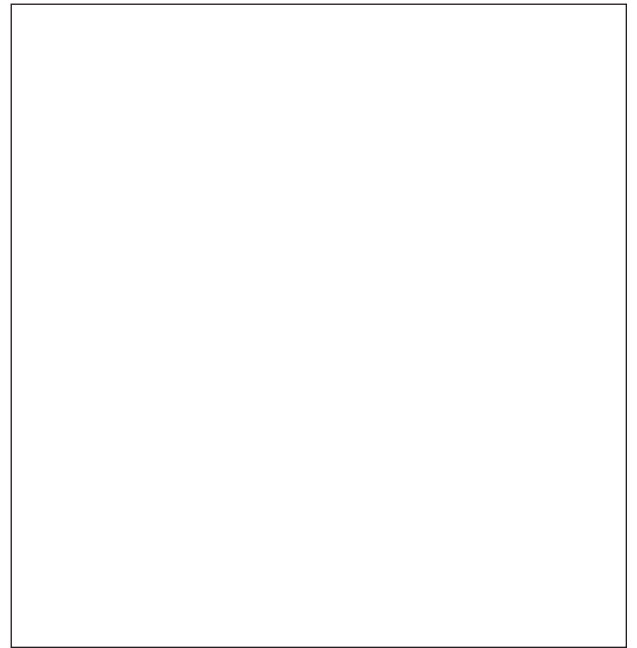
**that, if the bank files their eviction case against you in District Court, you should have the case transferred to a Housing Court.**

Housing Courts are available in most of the large cities in Eastern Massachusetts, such as **Boston, Lowell, Lawrence, Worcester, Brockton, Fall River, and New Bedford**. The District Court will have a transfer form that will allow you to **AUTOMATICALLY** transfer your case to a Housing Court. **That transfer form should be filed with your Answer and Discovery.**

The district courts are often not very familiar with the housing laws and are not as favorable to tenants.

If you live in Boston, Boston Housing Court is a better option because the court holds its eviction hearings on Thursdays, and every Thursday various eviction legal service centers throughout Boston take turns providing free “**Attorney For A Day**” services for people just like you who need help in court.

If you go to court on Thursday, you can receive free legal help and advice from someone who is familiar with the court. They may even be able to provide you with limited representation that day.



# XI.

## Boston Housing Court

### **ATTORNEY FOR A DAY PROGRAM**

**On Thursdays in the Boston Housing Court there is a program called “Attorney For a Day”** where law students and attorneys provide free legal advice and may provide limited legal representation. Go to their table on the fifth floor when you arrive at the housing court and they will assist you with your case.

Be sure to bring with you all of the papers from the court, your landlord, the housing inspector, and any letters or e-mails you have sent to your landlord.

### **MEDIATION**

The judge will ask if you and your landlord are interested in mediating your situation before the trial. If either side says no to mediation then there can be no mediation and it will go straight to the judge for a trial.

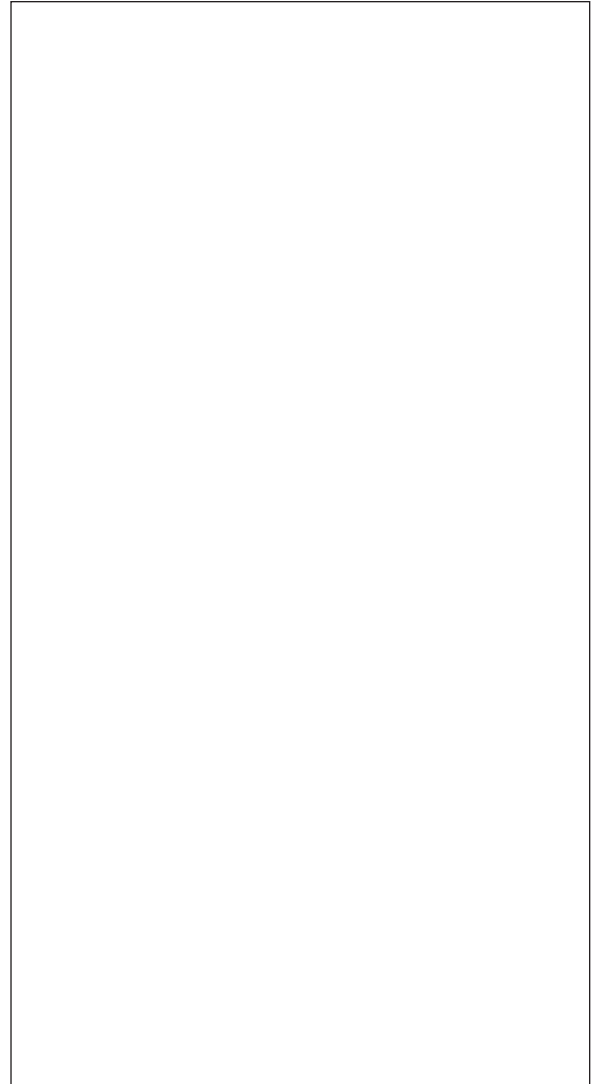
There will be a mediator at housing court who will try to help the two parties come to a settlement. If you cannot agree, then you still have the right to see a judge and will have a regular trial.

It is likely that the opposing attorney will approach you in the hall before mediation to negotiate with you. Remember- **A hallway negotiation IS NOT MEDIATION.** Do not be intimidated by the landlord’s attorney into accepting a deal that does not work for you! It is important for you to assert yourself and point out the positive aspects of your case. **Before going to mediation or negotiation, try to make a list of at least three facts that help your case.** Do not be intimidated into thinking these things do not matter. The other side is not going to tell you when you have a good case- you need to keep reminding them.



**DO NOT AGREE TO ANY TERMS THAT ARE IMPOSSIBLE FOR YOU TO FOLLOW.**

Do not agree to move out if you do not have anywhere to go. Negotiate for a deal that gives you adequate time to find a place to live, and ask for money to help you move.



## **TIMELINE – 30 DAY NOTICE TO QUIT**

This is a summary of the eviction process described above.  
**YOU CANNOT BE EVICTED UNTIL AFTER A COURT HEARS YOUR CASE** and a judge issues an eviction order.

**NOTICE TO QUIT:** The tenant receives the Notice to Quit. You do not have to move out by the date on the Notice. Remember, if you are a tenant being evicted in a “no cause” case, they must provide you with at least a 30-day notice.

**THE ENTRY DATE:** **7-30 days** after service of summons and complaint on you, landlord must file the case in the court.

**7 DAYS AFTER THE ENTRY DATE** (the next Monday following the entry date): Tenant’s Answer and Discovery are Due. Assert any defenses or counterclaims. Also file Motion to Dismiss with the Answer.

**3 DAYS AFTER THE ANSWER DATE:** *Original Trial date.*  
There will be an eviction trial unless the tenant files for discovery or to transfer. There may also be a Pretrial Motion to Dismiss Hearing where the tenant may have motion to dismiss heard if you have not done so sooner. (Housing court allows these motions to be heard at any point).

**10 DAYS AFTER THE ANSWER DATE:** The landlord’s discovery answers are due.

**17 DAYS AFTER THE ANSWER DATE:** Rescheduled trial date if the tenant has filed for discovery. The trial date will take longer to reach if you have requested a jury trial.

**1 DAY AFTER TRIAL:** Entry of Judgment.

**10 DAYS AFTER JUDGMENT:** Tenant or landlord must appeal the judgment within ten days.

**11 DAYS AFTER JUDGMENT:** Execution of the judgment. The landlord can get an execution order from a court and give it to the constable/sheriff to serve upon the tenant.

**1 DAY AFTER EXECUTION:** The constable/sheriff may serve a 48 hour notice of eviction on the tenant.

**2 DAYS AFTER EXECUTION:** The constable/sheriff can move the tenant out. REMEMBER - this will be at least two months (and maybe a lot longer) after you receive a Notice to Quit.

## XII. Useful Contacts

The eviction process can be intimidating. You may want to seek further assistance from these sources:

**CITY LIFE/VIDA URBANA** is a grassroots organization created to help tenants like you fight your eviction and combat unfair bank practices in foreclosure proceedings. They meet every Tuesday evening at 284 Amory Street in Jamaica Plain and can be contacted by phone at **(617) 524-3541** and online at <http://clvu.mayfirst.org/>

**NATIONAL LAWYERS GUILD REFERRAL SERVICE** is a service that will give you the contact information for an attorney that specializes in the field where you need help. They will provide you with a free or low-cost consultation, and some attorneys provide reduced fee services for low income clients. Contact them at **(617) 227-7008**.

**MASSLEGALHELP.ORG** is a website that provides many of the legal forms described in this booklet and has information relating to a large range of common legal issues.

**GREATER BOSTON LEGAL SERVICES** is an organization that provides free civil (non-criminal) legal assistance to low-income people in Boston and thirty-one additional cities and towns. They have a clinic designed to help tenants every Monday. Contact them at [www.gbls.org](http://www.gbls.org) or call toll free **(800) 323-3205**.

**LEGAL TACTICS: TENANT'S RIGHTS IN MASSACHUSETTS, PRIVATE HOUSING.** Duke, et al.: Mass. Law Reform Institute and Mass. Continuing Legal Education. Full of forms and advice on every aspect of the landlord/tenant relationship. You can buy the book for \$20 by calling MCLE at **1-800-966-6253** or going to: [www.mcle.org](http://www.mcle.org)

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