**Are You Being Evicted? What You Should Know**

1. Tenants are not obligated to move out of a unit upon receipt of a 14 day or 30 day notice to quit or when a tenant receives a Summons & Complaint
2. Tenants have an absolute right to go before a judge.
3. All towns in Greater Lowell are part of the Northeast Housing Court jurisdiction. Tenants have the right to have their evictions heard in this court and have the right to transfer eviction cases from the district court to the housing court.
4. It can take several months for a tenant to be evicted after the date that they have received a Notice to Quit.
5. Tenants should **not** ignore a Summons & Complaint.
6. Tenants have the right to raise claims and defenses related to the condition of their apartment and related action of the landlord. It is illegal for a landlord to attempt to evict a tenant for reporting health code violations to the Board of Health. It is illegal for a landlord to change the locks, shut of water, electricity and/or gas to a tenant he/she is attempting to evict.
7. Tenants have a right to file an answer and discovery once they receive a Summons & Complaint.
8. Court forms may be found at [www.masslegalhelp.org](http://www.masslegalhelp.org) or through Merrimack Valley Legal Services 35 John St. 3rd fl, Lowell, MA. These forms are designed to be completed by those who are not attorneys.
9. If the landlord owes a tenant more money than the tenant owes the landlord, the landlord cannot win.
10. The only individual authorized to request that a tenant leave a unit, is a judge. Even then, the 48 hour notice must be delivered in hand to the tenant, by a constable or Sheriff.
11. The court will still order an eviction during the winter time, at Christmas time, when a person is disabled, when a person is elderly and/or when there are small children in the home
12. When a tenant is moved out by a constable this is called levying on an execution. When this is done, the landlord/constable is required to hire a moving company, to pay that company to move the tenant’s belongings into storage and to pay the first months storage cost. The landlord may seek repayment for moving and storage from the tenant.

**Further Notes:**

1. A security deposit may not be higher than the first month’s rent.
2. A landlord may not raise the rent without the tenants agreement

*Source: Merrimack Valley Legal Services 35 John St. 3rd fl., Lowell, MA 01852*