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**SHAEVEL & KREMS REAL ESTATE MANAGEMENT TEAM'S**

**TOP TEN**

**How to ensure that your case does not go up in**



NOTICES TO QUIT

As you know, a good notice to quit is the foundation upon which an eviction case is based. To ensure that your case does not go up in smoke, follow these Top Ten Tips:

- 10 Make sure that the name of the landlord on the notice is not only the correct name, but also the correct spelling and is the name of the landlord that appears on the tenant's lease. Remember to include whether the entity is a limited partnership (L.P.), incorporated (Inc.), etc.
- 9 It is important to name ALL adult tenants on the notice to quit. The tenant's name(s) should be on their lease. It is NOT sufficient to use "et al" on the notice to quit. Also, be sure to use the correct address and apartment number of the tenant, and as tenants in the same building may have different leases, make sure you are using the correct form of notice to quit for the specific lease.
- 8 If your tenant has an additional lease with a Housing Authority or another outside agency, the lease may require that you send a copy of the notice to quit to the Housing Authority or agency simultaneously.

- 7 If your tenant has a Moderate Rehabilitation lease, you are required to add the following language to ALL notices to quit. "Your tenancy is subsidized under the Section 8 Program and can be terminated only for serious or repeated violation of this lease, for violation of federal, state or local law, or for other good cause. The reason your lease is being terminated is:"
- 6 If your tenant has a newer version Massachusetts Housing Finance Agency (MHFA) lease, you are required to add the following language to ALL notices to quit. "If you are considered disabled under applicable state or federal law, you have a right to a reasonable accommodation to resolve Occupancy Agreement violations if such violations were a result of any such disability."
- 5 When serving a 30 day notice to quit, remember that you need to give the tenant a full calendar month to vacate. For example, if you have the tenant served on October 31, 1999, he will need to vacate by November 30, 1999. If you have the tenant served on November 1, 1999, he will need to vacate by December 31, 1999 (the day before the millennium!).
- 4 When serving a 14 day notice to quit, if you include a date that the tenancy is terminated, remember that you begin counting the 14 days the day after the notice is served on the tenant. For example, if you serve the notice on May 1, 1999, the tenant must vacate by May 15, 1999.
- 3 Before you serve a cause notice, send the tenant one or more written warnings about the objectionable behavior to build your file. Warnings are not required for extremely serious violations of the lease such as drug dealing, serious threats to the manager or other residents, etc. In addition, carefully document in the file any complaints which other residents make about a tenant, as well as admissions or other statements made by the tenant which may be used against the tenant at trial.
- 2 If you already had a case against a tenant and have an ongoing Agreement for Judgment with a payment plan or be good language, do not serve a new notice to quit. A new notice will only invalidate the Agreement for Judgment. It is much faster to simply serve a Motion for the Execution.

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If your tenant is caught with guns or drugs in the apartment, Massachusetts law provides for remedies other than a cause notice to quit. For example, a complaint may be filed against the tenant under M.G.L. c. 139, section 19. An action under this statute may drastically reduce the time it takes to have the tenant removed from the premises.



As an added service, the Shaevel & Krems real estate management team will be happy to review your current notices to quit to ensure that they comply with all applicable Massachusetts laws and your lease. Just forward us a copy of your current lease(s) and notices to quit.

As always, if you have any questions, feel free to contact the Shaevel & Krems real estate management team.

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