

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

THIRD DISTRICT COURT
OF EASTERN MIDDLESEX
EJECTMENT #4787-1970

MARY MANGANARO
VS
THOMAS G. DAVIS

MIDDLESEX, SS.

MARY MANGANARO
VS
JAMES N. WHITNEY

THIRD DISTRICT COURT
OF EASTERN MIDDLESEX
EJECTMENT #4788-1970

The defendants occupied two apartments in these suits under written leases with the plaintiff for a term of one year beginning on August, 1969. The rent under the leases for each defendant was \$140 per month and the term of the leases were for one year. On 1 June 1970 the defendant, Davis, and the defendant, Whitney, entered into separate written leases with the plaintiff for a lease of the same premises for a term of one year, the Davis lease beginning the first day of July, 1970 and the Whitney lease beginning on the first day of September, 1970 both leases at the rental of \$155.00 per month. The defendant, Davis, paid this rent of \$155 per month for the months of July, August, September and October of 1970, and the defendant, Whitney, for September and October 1970.

Chapter 842 of the Acts of 1970 was adopted by the City of Cambridge on 17 September 1970 and the said chapter took effect 17 October 1970. On 1 November 1970 the defendants each tendered \$140 to the plaintiff as rent for the premises occupied by them. This rent was not accepted by the plaintiff. On 10 November 1970 notice to quit for non payment of rent was served on the defendants. The writs in these actions are dated 25 November 1970 returnable 7 December 1970 and were served on 27 November 1970.

By virtue of the provisions of Acts of 1970 Ch 842 Sec. 9 these defendants seek to apply the maximum rent provision established under Sec. 6 (a) of said Act which is the rent charged occupant for six months prior to the acceptance of this act, and allege that the plaintiff cannot evict them because of the provisions of said Sec. 9.

This case is not a case in which a landlord is seeking to impose a rent in excess of the maximum established by Ch 842 of the Acts of 1970, to a lease entered into subsequent to the passage of the act. It is a situation in which the defendant seek to abrogate a contract which was entered into by all the parties previous to the passage of the act. The Court is of the opinion that the provisions of Ch 842 Sec. 6 and Sec. 9 cannot apply to such a contract made by the parties prior to the passage, adoption by the City of Cambridge and effective date of the said situation.

The defendants also argue that the plaintiff is without standing to bring this action because he has no certificate of eviction as required Sec. 9 (b) and (c). The Court holds that the defendants have failed to pay the rent to which the landlord is entitled as stated supra and therefore under the provisions of Sec. 9 (a) (1) this action may be brought.

5 JANUARY 1970

/s/ Haven Parker
JUSTICE

Court case Manganaro vs Davis &
Manganaro vs. Whitney

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Enclosed