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**Tenant Intake Form**

**CLIENT INFORMATION**

Please complete the following information. Please type or print legibly:

Full Name: \_\_\_\_\_

List your current address:  
\_\_\_\_\_

Please provide **all** of the following numbers that apply:

Home Phone ( ) \_\_\_\_\_

Okay to leave message at this number Yes or No

Work Phone ( ) \_\_\_\_\_

Okay to leave message at this number Yes or No

Cell Phone ( ) \_\_\_\_\_

Okay to leave message at this number Yes or No

Email address: \_\_\_\_\_

In order to gather additional information about your situation, please check all boxes and fill in all fields which apply to your situation. If you do not know the answer to a particular question or statement, please indicate as such by writing in “dnk”. Be aware that conduct of the landlord includes conduct by the landlord directly or by someone acting on their behalf (i.e. agent).

### Section 1: Preliminary Information

1. My name is: \_\_\_\_\_.
2. I live at: \_\_\_\_\_.
3. I moved in on or about: \_\_\_\_\_.
4. I pay \$ \_\_\_\_\_ in rent per (month/week).
5.  I receive a rent subsidy. The full contract rent is: \$ \_\_\_\_\_.
6.  I have a written lease.
7.  I no longer live at the address at issue.
8.  Please provide a brief summary of your problems involving you Landlord and/or tenancy:

## Section 2: Tenancy Termination Issues

9.  I didn't receive a written "Notice to Quit" (letter from the landlord).
10.  The Notice to Quit was defective (i.e. inaccurate/incomplete).
11.  The Landlord did not terminate my tenancy properly.
12.  The landlord filed a court action before the date listed on the Notice to Quit expired.
13.  The landlord is a corporation, business entity, or is otherwise involved in the commercial business of renting real estate (owns one or more rental buildings and does not live on the premises).
14.  The Summons and Complaint is defective and/or was not properly served/filed.
15.  I always paid or offered to pay my rent on time.
16.  I did not pay my rent on time on the following dates and for the following reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
17.  I'm currently up to date on all of my rent payments.
18.  Even if my tenancy was terminated, a new tenancy was created by my landlord's conduct (i.e. accepting rental payments).
19.  The Complaint and the Notice to Quit state inconsistent reasons for eviction.
20.  The landlord does not have authority to evict me (i.e. someone other than the landlord owns or has legal possession of the property).

### Section 3: Subsidized Housing

21.  I am a tenant in public or subsidized housing and:
- The landlord did not terminate my tenancy as required by the lease or program rules or use restrictions that apply to the property.
  - I am a tenant under the Section 8 Program and the landlord did not provide a copy of the Notice to Quit in a timely way to the agency that oversees my voucher.
  - I am a tenant in public or subsidized housing and the landlord does not have *good cause* to evict me as required by the lease and/or program rules.
  - I am a tenant in public or subsidized housing and the landlord did not give me my right to a grievance hearing or conference as required by the lease and/or program rules or I requested a hearing/conference and the process was not completed before I received the complaint.
  - I reside in federal public housing or subsidized Section 8 or other covered federal housing and have a defense under the Violence Against Women Act (42 U.S.C. 14043e-11).

### Section 4: Retaliation

22.  I believe the landlord is retaliating against me because:
- I withheld rent because of bad conditions, and/or told the landlord about bad conditions.
  - I reported bad conditions in writing to the landlord.
  - I reported bad conditions orally and/or in writing to a public agency.
  - I took part in a tenants' meeting or organization.
  - I brought a case/claim against the landlord.
  - I or a member of my household reported an incident of domestic violence, rape, sexual assault or stalking to law enforcement or reported a violation of a protection or harassment prevention order.

I or a member of my household reported an incident of domestic violence, rape, sexual assault or stalking to law enforcement or reported a violation of a protection or harassment prevention order.

I am a survivor of abuse, sexual assault, rape or stalking and the landlord is evicting me for exercising my rights to break my lease or change my locks for safety reasons.

I or a member of my household took action to obtain a protection or harassment order under or a harassment prevention order.

Other: \_\_\_\_\_

The landlord initiated the eviction within 6 months of any of the above.

### Section 5: Discrimination

23.  I believe my landlord has discriminated against me and/or a member of my household based on:

- |                                                          |                                             |                                          |
|----------------------------------------------------------|---------------------------------------------|------------------------------------------|
| <input type="checkbox"/> Family status (having children) | <input type="checkbox"/> Race               | <input type="checkbox"/> National Origin |
| <input type="checkbox"/> Age                             | <input type="checkbox"/> Religion           | <input type="checkbox"/> Disability      |
| <input type="checkbox"/> Public or Rental Assistance     | <input type="checkbox"/> Sex                | <input type="checkbox"/> Color           |
| <input type="checkbox"/> Gender Identity                 | <input type="checkbox"/> Sexual Orientation | <input type="checkbox"/> Other: _____    |
| <input type="checkbox"/> Marital Status                  | <input type="checkbox"/> Veteran's Status   |                                          |

24.  I (and/or a member of my household) have a disability and I request/have requested that the landlord provide reasonable accommodations.

25.  My landlord (or an agent/representative of my landlord) discriminated against me based on my sex/gender by sexually harassing me. This activity made my apartment less desirable to me. Check all that apply:

I have been subjected to unwanted/unsolicited harassment of a sexual nature (includes verbal harassment and non-consensual physical acts of a sexual nature).

I have been asked or pressured to give sexual favors.

Terms of my tenancy were changed because of my response to the sexual harassment.

I felt unsafe or uncomfortable in my home as a result of sexual harassment.

### Section 6: False Accusations

26.  I or a household member/guest did not do what my landlord alleges is the reason for eviction.

27.  What my landlord is claiming is not a violation of the rental agreement.

28.  I am a tenant in state public housing and the landlord is evicting me for alleged behavior of a household member, guest, or someone over whom I had no control. I did not violate my lease or any law. I had no way to control or no reason to know about the alleged behavior.

### Section 7: Habitability

29.  I have a defense and counterclaim because of past or present problems in or around my home that the landlord knew or should have known about, including but not limited to the following:

- |                                                                   |                                                               |
|-------------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> cockroaches, other insects, mice or rats | <input type="checkbox"/> defective or leaky windows           |
| <input type="checkbox"/> water leak and plumbing problems.        | <input type="checkbox"/> defective ceilings, walls, or floors |
| <input type="checkbox"/> electrical problems                      | <input type="checkbox"/> problems with heat and/or hot water  |
| <input type="checkbox"/> lead paint                               | <input type="checkbox"/> defective locks or security problems |
| <input type="checkbox"/> other: _____                             |                                                               |
| _____                                                             |                                                               |
| _____                                                             |                                                               |

30.  The landlord knew or should have known about the bad conditions because:

- I told the landlord verbally.
- I told the landlord in writing.
- The landlord was notified by Inspectional Services, Board of Health, housing agency, or someone else.
- All or some of the conditions existed when I moved in.
- All or some of the conditions existed when the landlord purchased the property or at the time of foreclosure.
- All or some of these conditions exist in common areas that the landlord has access to.

Other: \_\_\_\_\_

### Section 8: Security Deposit & Last Month's Rent

31.  I paid a security deposit of \$ \_\_\_\_\_ to my current/former (*circle which one*) landlord.
32.  The landlord violated the security deposit law in the following way(s):
- Charging more than 1 month's rent for the deposit, allowing *me 3 times the deposit and interest required by law.*
  - Not putting the deposit in a separate bank account, allowing *me 3 times the deposit and interest required by law.*
  - Not giving me the required receipts.
  - Not paying or deducting from my rent yearly interest, allowing *me 3 times the interest owed on the deposit.*
  - Not giving me the required statement of conditions, allowing *me \$25.*
  - Not taking responsibility for the security deposit I paid to the prior landlord, allowing *me 3 times the deposit and accrued interest.*
  - Other \_\_\_\_\_
35.  I paid last month's rent of \$ \_\_\_\_\_ to my current/former (*circle which one*) landlord and my landlord has not paid me yearly interest or given me rent credit for this interest, entitling me to three times the amount of interest owed.

### Section 9: Interference with Utilities and Use of Home

36.  The landlord did the following:
- Did not provide adequate heat.
  - Did not provide adequate hot water
  - Did not pay for utilities that were the landlord's responsibility.
  - Shut off my utilities.
  - Locked me out of my home.
  - Put my possessions out without a court order.
  - Allowed bad conditions to exist in my home.
  - Entered my home without my permission and/or notice.
  - Interfered with my right to enjoy my home in other ways by:  
\_\_\_\_\_
37.  I have been billed for heat, hot water, electricity and/or gas and the

landlord and I did not; have a *written* agreement requiring me to pay for these utilities. I request that the landlord promptly start paying for such utilities.

38.  I have been billed for gas, oil and/or electricity that go to other people's apartments or common areas (such as hallways, stairways, basements, or porches).

### **Section 10: Subsidized Housing**

39.  The housing authority is responsible for rent.
40.  The housing authority stopped payments to the landlord because repairs were not made.
41.  The housing authority/owner failed to properly calculate rent or to adjust the rent, and therefore I am entitled to a recalculation of rent.
42.  The landlord charged me more rent than the amount approved by the housing agency.

### **Section 11: Consumer Protection Law**

43.  My landlord does not live in the same building as my apartment.
44.  My landlord is not a public housing authority.
45.  My landlord owns other rental properties besides the one in which I occupy. Such properties are located at: \_\_\_\_\_  
\_\_\_\_\_
46.  The landlord acted in the following additional unfair or deceptive ways:
- The landlord charged me late fees before my rent was thirty days late.
  - The landlord charged a rent amount that I never agreed to pay.

- The landlord charged me constable or court fees unlawfully.
- There are unlawful terms in my lease.
- Other: \_\_\_\_\_

**Other Defenses & Counterclaims**

- 47.  My rent is paid by the Department of Transitional Assistance through vendor payments; therefore, I had no control over nonpayment of the rent.
- 48.  I have exercised my rights under the repair and deduct statute (G.L. c. 111, §127L).
- 49.  The landlord required me to pay for water used by other tenants.
- 50.  I have other defenses or counterclaims as follows:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Section 12: Eviction after Foreclosure**

- 51.  The property is subject to foreclosure. If you checked this box, please answer the following:
  - I am not the child, spouse, or parent of the property owner.
  - I pay rent which isn't substantially less than the fair market rent for the property.
  - I move d into the property for the property went into foreclosure.
- 52.  Because the plaintiff does not have just cause to evict me and there is no binding purchase and sale agreement on the property.
- 53.  The plaintiff's service of a Notice to Quit or other actions to force me to vacate the premises without just cause or without a contract for sale on the property.

54.  The foreclosure is void due to failure to comply with the: (i) power of sale in the mortgage contract, (ii) statutory or regulatory foreclosure requirements, and/or (iii) Note holding/transfer requirements pursuant to applicable law.
55.  I was treated unfairly with respect to loan modification and/or alternatives to foreclosure.
56.  I was treated unfairly with respect to pre-foreclosure notices.
57.  My loan was predatory, unfair, and/or was unaffordable based on my income.
58.  Within 30 days of foreclosure, the plaintiff did not post, deliver or slide under my door a notice providing contact information and information about who to call for repairs.
59.  I was served a Notice to Quit less than 30 days after it posted and delivered the required contact information.
60.  The plaintiff did not provide me with a written notice about my right to a court hearing.
61.  The plaintiff did not give me written notice claiming that I had substantially violated my lease or tenancy.
62.  The plaintiff did not give me 30 days to cure the claim that I substantially violated my lease or tenancy.
63.  The plaintiff did not inform me of the amount of monthly rent it claims and to whom the rent should be paid.
64.  The plaintiff's case should be dismissed because it does not have proper title to the property and therefore it cannot prove a superior right to possession of the property and the foreclosure is void.

65.  I am and/or a member of my household is elderly (over sixty years old) or disabled.

66.  I and/or a member of my household have a disability.

**Section 14: Remedies**

67.  On all claims and defenses, award me possession of my rental unit.

68.  On all claims and defenses, award me money damages, costs, attorney's fees (where applicable), and such other fair relief.

69.  On my claims and defenses, set aside and/or declare void the foreclosure upon my home, or grant other equitable and/or declaratory relief with respect to possession of my home.

70.  Other:

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**Please provide a timeline of events detailing your issues from the beginning of your tenancy to the present date:**

### Supporting Documents/Evidence

Please check what forms of evidence you have to support your claim (please attach copies):

- Emails
- Text messages
- Videos
- Notes
- Letters
- Notice to Quit
- Summons and Complaint
- Rent receipts
- Pictures
- Physical evidence
- Board of health Reports
- Lease/rental agreement
- Other

What would be an acceptable outcome in this matter?

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Signature

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Date

### **Disclaimer**

- Please note that this is an intake form only. It does not establish an attorney- client relationship between The Law Office of Jonathan D Molleur and you.
- All information provided to the firm by you as part of this packet and at the Initial Consultation is protected by the Attorney Client Privilege. Please understand, however, that by filling out this form or meeting with you to discuss your legal concerns, Jonathan D. Molleur has not undertaken your representation. Meeting with the firm for an Initial Consultation does not bind this firm or the potential client (you) in any way to provide further work or legal services.
- Should this firm undertake your representation, our arrangement must be formalized in writing and consideration must be paid for our services beyond the cost of the Initial Consultation.
- Essentially, the Initial Consultation and/or the intake form is an opportunity for the firm to meet you and gather information about your legal concerns. It is also an opportunity for you and the firm to determine whether we are likely to have a strong, productive working relationship.
- Landlord/tenant Law litigation is often an emotionally and financially draining process. It can also be lengthy and exhausting. Therefore, it is critical for the client, attorney, and the attorney's staff (if any) to work well together. The Law Office of Jonathan D. Molleur realizes there are situations where the firm is not the right fit for a potential client. Therefore, that the firm retains the right to refuse to take on a matter, just as you, the potential client, retain the right to decide not to retain the firm.
- Thus, by reading this disclaimer, you acknowledge that this Initial intake form is limited in scope and purpose and does not require this firm to enter into a retainer agreement with you.
- By your signature below, you acknowledge that you have read this entire disclaimer, and agree and understand the limited nature of the Initial Consultation and/or intake form. Thank you for considering The Law Office of Jonathan D. Molleur.

[SIGNATURE PAGE TO FOLLOW]

I acknowledge that I have read, understand and agree to the statements above.

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Name (please print)

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Date

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SIGNATURE