



The Commonwealth of Massachusetts

Administrative Office of the Housing Court
Edward W. Brooke Courthouse
24 New Chardon Street, 6th Floor
Boston, Massachusetts 02114
(617) 788-6500

Honorable Timothy F. Sullivan
Chief Justice

Paul J. Burke
Deputy Court Administrator

September 20, 2016

Mr. Elmir Simov
c/o Simov Properties
PO Box 485
Leominster, MA 01453-0485

Re: *Elmir Simov v. Richard Hill, et al*
Western Housing Court Department Docket No.16-SP-1577

Dear Mr. Simov,

This letter is in response to your correspondence dated August 26, 2016, addressed to the Administrative Office of the Housing Court. In your letter you raised concern regarding what transpired in the above referenced case, which was transferred from the Orange District Court to the Western Division of the Housing Court Department's Greenfield Session. *See Simov v. Hill*, Orange District Court No. 1642SU2. Specifically, you request that I address the inconsistency between the Divisions as it pertains to the issuance of Executions. In order to appropriately address your concerns, I reviewed the entire docket along with the Agreement for Judgment (the "Agreement") dated May 30, 2016. In your letter, you also attached the last page of the Agreement for reference. However, the version of the last page you sent left out essential details regarding the Agreement, which I will explain below.

The Agreement was filed with the court on May 20, 2016 indicating that \$500 in rent was waived in exchange for a waiver of the Defendants' defenses and claims. *See Agreement dated May 20, 2016 at Pg.1.* The Agreement stated that you, as the Plaintiff, could apply the Defendants' last month's rent and security deposit to cover the past due rental arrears. *See Agreement dated May 20, 2016 at Pg.1 and 2.* Lastly, the parties checked two provisions on the back of the form. The first provision of particular importance, which was not referenced in your August 26th letter, to the issues you raised states that: "[i]f either party alleges that the other party has failed to comply with the terms and conditions of this Agreement, **she/he may mark a hearing for enforcement of the Agreement or for issuance of execution upon three (3) business days, written notice to the other party and filed with the court.**" *See Agreement dated May 20, 2016 at Pg. 2 (emphasis added).* The second provision, which is the source of confusion, was also checked states that: "the [Defendants] agree[] to vacate on 8-6-2016. **Landlord may request in writing an execution to issue there after.**" *See Agreement dated May 20, 2016 at Pg. 2 (emphasis added).* This Agreement was filed by the parties, without being reviewed by a housing specialists, clerk or judge. *See Agreement dated May 20, 2016 at Pg. 2.*

On August 8, 2016, you filed a Motion for Issuance of the Execution and scheduled the motion for hearing in Greenfield on August 12, 2016. I take this opportunity to remind you that you do not need to file motions in person at the clerk's office. The clerk's office will accept a motion, which is duly served on the opposing party, by mail. On August 11, 2016, the Defendants filed a Motion to Stay the Execution and on Friday, August 12, 2016, both parties appeared for hearing before Judge Crampton-Kamukala. On that day, Judge Crampton-Kamukala allowed your Motion for Issuance of the Execution and allowed the Defendants Motion to Stay through August 31, 2016 (**19 days**), strictly contingent on a payment of \$725.00 (one month's rent) paid to you that day, which is within the judge's discretion. The judge also declined to hear the Defendants' conditions and retaliation allegations that day explaining those matters could have been raised at trial, but were resolved by an Agreement of the parties. On Monday, August 15, 2016, the Execution for possession was issued.

As a reminder, the Administrative Office of the Housing Court does not possess the authority to provide appellate reviews of findings, rulings, and orders made by justices or clerk magistrates of the Housing Court or to grant new trials or other forms of relief from judgment. However, I appreciate your letter which provided an opportunity to review the practices, procedures and forms of the Housing Court Department. I have discussed the issues you raised with the leadership in the Western Division of the Housing Court, so that this may serve as a learning opportunity. In the future, please note that it is always in the parties' best interest (particularly if both parties are self-represented) to have their Agreement reviewed by a housing specialist, clerk or judge of the Housing Court to ensure that the Agreement is free from ambiguity, such as the one contained in page 2 of this Agreement.

That being stated, I can assure you that all of our judges, clerks and staff members of the Housing Court Department take their responsibilities most seriously and are diligent in performing them. If a judge made a determination in a particular case, her reasons are justified.

Consequently, I find no basis to support your criticisms in this regard.

Sincerely,

A handwritten signature in cursive script, appearing to read "Timothy F. Sullivan".

Timothy F. Sullivan
Chief Justice