Chief Justice Sullivan, Administrative Office of the Housing Court
Edward W. Brooke Courthouse. 24 New Chardon St, 6th floor
Boston, MA 02114

12/29/2016

Re:Elmir Simov v. Richard Hill, et al, Western Housing Court Docket 16-SP-1577

Dear Chief Justice Sullivan:

Maybe it's my fault for not communicating the question properly in my previous letter but I never claimed that I sent you the 2nd page of the actual Agreement I had with this tenant or that a Motion cannot be filed by mail or that the judge did not have a discretion to stay the Execution.

My only question was and still is as follows:

In situations where the provision on the 2nd page of the standard housing court Agreement is selected where there is a specified date by which the tenant must leave and which states that if the tenant has failed to leave the landlord can request in writing the Execution to issue *can* the landlord request the Execution by Application only (as the Worcester Housing branch says) or do they need to file for a Motion to appear in front of a judge (as the Western Housing branch says)?

Please note that no one is disputing that for all other allegations where one party says that the other party has failed to comply with the terms and conditions of the Agreement (other than date), the 3 business days written notice and a Motion in front of a judge are required.

What I am saying is that a Motion to go in front of a judge is not required at all if that 2nd provision in the Agreement is selected and the only issue is that the tenant has failed to vacate by the date they had agreed. It seems to me that is the very purpose of that 2nd provision being an option in these Agreements.

This is not about me or my case. It's about all MA landlords and the current procedural inconsistency between the branches. Please answer the question directly, communicate to all branches on how this is to be handled from now on so that I can publish your answer online so that landlords know what is expected of them.

Sincerely,
Elmir Simov

Cc: Judge Dina Fein