

COMMONWEALTH OF MASSACHUSETTS  
TRIAL COURT

Hampden, ss:

HOUSING COURT DEPARTMENT  
WESTERN DIVISION

CASE NO. [REDACTED]

ELMIR SIMOV,

Plaintiff,

v.

[REDACTED]

Defendants,

ORDER

After trial on September 9, 2021, at which all parties were self-represented, based upon all the credible testimony and evidence presented at trial, and the reasonable inferences drawn therefrom, the following order shall enter:

1. On April 16, 2021, Elmir Simov ("Plaintiff") had a seven day notice to quit served upon [REDACTED] Defendants").
2. The notice to quit stated the Defendants were requested to leave because of their refusal to provide information regarding their electricity bill through National

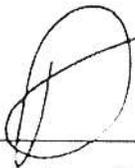
Grid and that the Plaintiff considered this refusal a violation of paragraph 19 and paragraph 26 of the lease agreement.

3. After expiration of the notice to quit, the Plaintiff had served a summary process summons and complaint upon the Defendants on April 27, 2021. The summons and complaint simply states the reason for eviction is "for cause."
4. Paragraph 19 of the lease agreement states: "**Interference with Management.** Tenant(s) agree not to interfere with the Landlord or Landlord's employees or agents with respect to their management of the Premises and/or the building in which the Premises are located. Tenant agrees to answer landlord's text messages promptly not later than the same day." Paragraph 26 of the lease agreement defines the circumstances under which the landlord may enter the dwelling unit.
5. At trial, Plaintiff stated he did not want to evict the Defendants but that they were the last holdout in the property to refuse to provide certain information the Plaintiff claimed was required to access funding to insulate the property through the Mass Save program. Plaintiff suggested a preferred alternative to undertake the electric bill to be reimbursed on a monthly basis by the Defendants to avoid collecting the desired personal information.
6. In turn, the Defendants stated a desire to leave the property despite not having done so since the initiation of this case in April 2021. Defendants stated they would grant reasonable access to the unit, but would not share their electric bill information and were not otherwise amendable to Plaintiff's suggested alternative

of placing the bill in his name. Accordingly, trial proceeded and all parties were heard on their claims and defenses respectively.

7. The Court finds that Defendants' refusal to provide the information requested regarding details of their electric bill was not a violation of the lease agreement. If anything, this refusal was *de minimis*, and any interference with management was centered on a request for information that the Defendants were otherwise not obligated to share. See *Chestnut Park Associates v. Munford*, Hampden Housing Court No. SP2224-S87 (June 18, 1987, Abrashkin, J.)
8. "The courts in the Commonwealth of Massachusetts consider a lease a valuable property right and have found that, if the breach is 'de minimis,' the tenant's rights would not be terminated by a forfeiture." See *Father Walter J. Martin Cooperative Homes v. Anne Marie Berry and Michelle Ryan*, Southeast Housing Court No. 02SP248 (October 15, 2002, Edwards, J.).
9. **Conclusion and Order:** Based on the foregoing, judgment for possession shall enter for the Defendants.

So entered this 20<sup>th</sup> day of October, 2021.



Robert Fields, Associate Justice