

Verdicts & Settlements

Tenant can stay in unit despite late rental payments

Possession of leased premises

The tenant was late on her rent and, at a proceeding in Housing Court, was given a last chance agreement to pay her rent on time.

On the last day under the agreement, a Friday afternoon, she brought the check to the rental office but found it had closed early. The tenant put the rent check through the mail slot.

The next week, the landlord said the rent check was received on Tuesday morning, which was late. Further, the landlord refused to accept the third-party check that the tenant had used.

When the landlord sought an execution, the tenant explained the situation to the judge and argued that she had not violated the settlement agreement.

The landlord presented a rent log showing that the tenant had paid her rent late nearly every month for an extended period. The judge allowed the execution to be issued.

The tenant filed a motion to reconsider. In negotiation, the landlord agreed there was no rule against third-party checks and conceded there was no evidence to refute the tenant's assertion that she had put her check through the mail slot in a timely manner. At a hearing, the tenant established that she had

paid her rent on time.

The execution was re-called and the tenant stayed in her apartment.

Action: Landlord and tenant

Injuries alleged: Non-payment of rent

Case name: Withheld

Court/case no.: Withheld

Jury and/or judge: N/A (settled)

Amount: N/A (possession of leased premises)

Date: July 21, 2016

Attorney: Larry C. O'Bryan of Gilbert & O'Bryan, Boston (for the defendant)

Not mentioned is that the client did not retain us until after the execution had been issued.