

ARTICLE

## Pathways to Eviction

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### Abstract

Over the past several years, socio-legal researchers have focused attention on the phenomenon of eviction, particularly in low-income communities and communities of color. One major aspect of the eviction phenomenon has been largely overlooked: how and why certain eviction filings result in forced, legally compelled tenant moves and others do not. Through coding of the legal documents associated with eviction filings and multi-level regression analysis, this article advances the analysis of evictions in two crucial ways. First, it identifies and describes the frequency of the distinct legal procedural pathways that result in forced tenant moves once an eviction case has been filed. Second, it identifies the case, tenancy, neighborhood, and property correlates of forced tenant moves and of distinct procedural pathways to forced tenant moves. The article demonstrates that move-out agreements are the primary procedural pathway by which tenants are forcibly moved, yet they have been largely overlooked in previous eviction research because they are not easily analyzable in administrative datasets. The regression analyses advance the growing work examining the role of landlord characteristics in shaping tenants' housing stability and break new ground in identifying the characteristics of the different pathways through which tenants are forced out of their homes following eviction filing.

### Introduction

Over the past several years, socio-legal researchers have focused attention on the phenomenon of eviction, particularly in low-income communities and communities

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of color. Studies have identified the disproportionate likelihood of eviction that certain social groups face (Desmond 2012, 2016; Desmond et al. 2013; Desmond and Gershenson 2017; Hepburn, Louis, and Desmond 2020); the adverse housing, health, and other socioeconomic outcomes that result from eviction (Desmond and Kimbro 2015; Desmond and Schollenberger 2015; Desmond 2016; Vasquez-Vera et al. 2017; Collinson and Reed 2018; Tsai et al. 2021; Himmelstein and Desmond 2021; Schwartz et al. 2022); and the disproportionate incidence of eviction filing by certain landlords and in units located in buildings and neighborhoods with certain characteristics (Immergluck et al. 2020; Raymond et al. 2021; Robinson and Steil 2021; Gomory 2022). However, one major aspect of the eviction phenomenon has been largely overlooked: how and why certain eviction filings result in forced tenant moves and others do not (Summers 2022).

We define eviction filings that result in forced tenant moves as filings that result in a court order (including those that result in a settlement agreement that is “so ordered” by the court and therefore becomes a court order) that requires the tenant to vacate the unit.<sup>1</sup> This definition is designed to capture the same outcome as appears to be intended by the Eviction Lab’s (2018) definition of formal, court-based eviction as “an eviction judgment in which renters were forced to leave,” to the extent that this definition is intended to denote a legal disposition in which renters are forced to leave. While the Eviction Lab uses a possessory judgment in favor of the landlord as a proxy for legal outcomes that force the tenant to move, we instead adopt the specific definition of “a court order that requires the tenant to vacate,” which encompasses a broader set of legal dispositions, resulting in the tenant’s departure from the unit. We use the terminology “forced tenant moves” rather than “eviction” or “formal eviction” to avoid confusion that we are referring either to eviction filings (see, for example, Raymond et al. 2018) or to removals executed by law enforcement (see, for example, Purser 2016). Employing this definition, we interrogate the procedural pathways by which forced tenant moves occur once a case is filed. Are certain procedural pathways more common than others? What characteristics are associated with different pathways to forced tenant moves? These questions have enormous implications for how we measure the frequency of forced tenant moves following a court filing, understand tenants’ vulnerability to them, and design effective policy interventions to reduce their prevalence.

To answer these questions, we conducted a study of eviction filings in the Greater Boston area. Due to the limited information contained in “scrapable” court databases, we constructed a unique dataset of eviction case information gathered from the paper files. We then matched this dataset with parcel-level data from the city assessor’s office regarding property characteristics, such as whether the property was owner occupied, and census tract-level data from the American Community Survey regarding neighborhood characteristics, such as median household income and racial and ethnic composition. We analyzed these data quantitatively to identify salient dimensions of procedural pathways toward or away from forced tenant moves. Our results reveal four procedural pathways through which eviction filings result in

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<sup>1</sup> “Move-out” or other settlement agreements that are commonly drafted by a landlord’s lawyer and signed by a tenant are then approved or “so ordered” by the court, so these are all court-ordered evictions even if the majority are not actually written by the judge.

forced tenant moves: court-ordered settlement agreements in which the tenant agrees to move out, which we refer to as “move-out agreements”; violations of civil probation agreements that tenants have signed; default judgments; and judgments for the landlord after trial. Our data show that move-out agreements are the most common procedural pathway, accounting for 43 percent of all forced tenant moves. Default judgments account for 34 percent of forced tenant moves, violations of civil probation for 17 percent, and judgments after trial for 6 percent.

Our findings make three key contributions. First, our findings reveal the limitations of existing measurements of “eviction” following an eviction filing, which generally measure forced tenant moves through possessory judgments by a court (Eviction Lab 2018). Our data show that this type of measurement is not an accurate representation of forced tenant moves after an eviction filing. We find that measuring forced tenant moves based on possessory judgments leads to overcounting because it includes cases that award the landlord a possessory judgment but allow the tenant to retain their tenancy, through civil probation agreements (Summers 2023). We also find that using possessory judgments to count forced tenant moves leads to undercounting because it excludes some move-out agreements, which are the most common way in which tenants end up leaving a unit. We show that using the definition of “a court order requiring the tenant to vacate the unit” instead of the incidence of a possessory judgment allows for a far more precise and accurate measurement of forced tenant moves following eviction filing.

Second, our findings demonstrate the high prevalence of move-out agreements, which have been almost entirely overlooked by the literature on eviction. In Boston, move-out agreements are the most common procedural pathway through which tenants are forced out of their homes after eviction filings, yet they are rarely referenced in eviction literature. While no research has investigated the prevalence of move-out agreements in other jurisdictions, our findings suggest that move-out agreements are a fundamental dimension of how the eviction legal system is operating in practice.

Third, our multi-level regression analyses find that the ownership structure of the unit is a powerful predictor of forced tenant moves through each of these procedural pathways. Tenants with landlords that are corporations that receive tenant- or unit-based subsidies (which we refer to as “corporate subsidized landlords”) are substantially less likely to experience a forced move through a move-out agreement than those with corporate landlords and in unsubsidized tenancies (“corporate unsubsidized landlords”) and individual landlords. By contrast, the most significant predictor of a tenant experiencing a forced move for violation of a civil probation agreement is having a corporate subsidized landlord. These ubiquitous move-out and civil probation agreements are a cornerstone of the legal construction of tenants’ experiences of both housing precarity and displacement, yet they have been largely overlooked in previous eviction research because they are not easily analyzable in scrapable court datasets. The regression analyses advance the growing work examining the role of landlord and unit characteristics in shaping tenants’ housing stability and break new ground in identifying the characteristics of different procedural pathways leading to forced tenant moves following an eviction filing in court.

## Literature review

### *Consequences of, and risk factors for, eviction*

The past decade has witnessed an explosion of research on eviction. Between 2.5 and 3.6 million evictions are filed in state courts annually (Eviction Lab 2018; Gromis et al. 2022), and it is estimated that informal (out-of-court) evictions are even more common than formal (court-based) evictions in some jurisdictions, although they are less common in other jurisdictions (Desmond and Schollenberger 2015; Gromis and Desmond 2021). A large body of research has examined the consequences of eviction. It is now well established that eviction worsens renters' housing outcomes. Eviction causes "downward moves"—that is, moves to worse housing and neighborhood conditions (Desmond and Schollenberger 2015) and homelessness (Collinson and Reed 2018). An eviction record—even an eviction filing that never resulted in a completed eviction—is a significant barrier to securing future housing. Landlords regularly use eviction records to screen out prospective tenants; commentators have developed the term "Scarlet E" to refer to the blemish left by an eviction record on a tenant's renter profile (Caramello and Mahlberg 2017; Sabbeth 2021). Beyond its impact on housing outcomes, eviction also deepens poverty (Desmond 2012, 2016; Collinson and Reed 2018; Collinson et al. 2022) and leads to adverse mental and physical health outcomes (Desmond and Kimbro 2015; Vasquez-Vera et al. 2017; Tsai et al. 2021; Himmelstein and Desmond 2021). Children who are evicted are more likely to experience worse educational outcomes (Schwartz et al. 2022). Eviction is also associated with a lower rate of voter turnout and participation in the democratic process (Slee and Desmond 2021).

Researchers have undertaken extensive studies to identify the sociodemographic risk factors for eviction. These studies have consistently found that women of color are at the highest risk of facing eviction. Race has repeatedly been shown to be the strongest predictor of facing eviction and is more predictive than income level or any other sociodemographic characteristic (Desmond 2012; Hepburn, Louis, and Desmond 2020). Research also shows that landlords disproportionately file eviction actions against poor families, families with children, and larger households (Desmond 2012; Desmond et al. 2013; Desmond and Gershenson 2017). Thus, the consequences of eviction identified above—homelessness, worse housing conditions, and adverse health outcomes, among others—are disproportionately borne by individuals and families already disadvantaged by structural racism and other barriers to equality.

### *Measuring and understanding eviction filing rates*

Recent research has endeavored to understand the overall rate at which eviction filings occur (Eviction Lab 2018; Gromis and Desmond 2021; Hepburn et al. 2021) and the extent to which eviction filing rates are influenced by property, landlord, and neighborhood characteristics. Several studies have documented the widespread landlord practice of "serial eviction filing"—repeated eviction filing against the same household in order to coerce rental payments and regulate tenant behavior (Garboden and Rosen 2019; Leung, Hepburn, and Desmond 2021). Dan Immergluck and colleagues (2020) found that larger property owners (that is, property owners that own more buildings) and buildings with more units tend to have higher rates of serial

eviction filing. Similarly, Henry Gomory (2022) shows that, overall, larger landlords file eviction cases more often than smaller landlords and that larger landlords are more likely to file for eviction over low amounts of rental arrears and as a rent collection strategy as compared with smaller landlords. In a study of evictions in post-foreclosure single-family rental properties, Elora Lee Raymond and colleagues (2021) found that large, corporate owners were more likely than small landlords to file for eviction, even after controlling for property characteristics, tenancy characteristics, and neighborhood. David Robinson and Justin Steil (2021) similarly found that buildings with nonresident owners have substantially higher rates of eviction filing as compared to owner-occupied buildings. They posit that this finding again shows that larger landlords file eviction actions at higher rates than smaller landlords, assuming that, on average, nonresident owners have larger property holdings than owner occupants.

Recent qualitative research by John Balzarini and Melody Boyd (2021) has investigated the reasons why smaller landlords are less inclined to file for eviction as compared with larger landlords. Based on interviews with seventy-one landlords and property managers, they found that smaller landlords view evictions as burdensome and costly. Smaller landlords therefore adopt a host of strategies to try to avoid filing for eviction. They often try to work with tenants to find ways to keep them in their homes, such as by offering tenants the opportunity to repay arrears through payment plans, adjusting rental rates, allowing tenants to “pay” for rent by performing services, and providing referrals to social service agencies. Alternatively, they put pressure on tenants to leave, sometimes using “cash for keys” to obtain informal evictions.

Subsidization status has also been found to play a role in eviction filing rates. Gregory Preston and Vincent Reina (2021) show that subsidized properties engage in eviction filing less frequently than similar unsubsidized properties. Similarly, in a study of social and affordable housing providers in Canada, Damian Collins and colleagues (2022) found that such providers adopt a host of strategies to avoid eviction filing, including financial management and provision of social supports for tenants. Other research, however, has shown that public housing authorities file evictions at the same or higher rates as private landlords (Gromis, Hendrickson, and Desmond 2022; Leung et al. 2023).

The research on the influence of neighborhood characteristics on eviction filing rates has consistently shown that living in a non-white neighborhood, and, in particular, a Black neighborhood, is associated with a greater likelihood of facing eviction as compared with living in a neighborhood with a higher share of white residents (Desmond 2012; Desmond and Gershenson 2017; Raymond et al. 2018; Shelton 2018; Teresa 2018; Immergluck et al. 2020; Lens et al. 2020; Robinson and Steil 2021). David Robinson and Justin Steil (2021, 662), for example, recently found that in market-rate multifamily properties in Boston, “[a]ll else being equal, an increase by 1 standard deviation in the share of Black renters [in the neighborhood], from 30% to 58%, is associated with a doubling of the probability of a property in this tract having at least one eviction filing.” The research on the effects of neighborhood poverty level on eviction filing rates, when controlling for neighborhood racial composition, has produced mixed results. Matthew Desmond and Carl Gershenson (2017) found that concentrated neighborhood poverty is not associated with increased eviction filings.

Robinson and Steil (2021) found no statistically significant relationship between a neighborhood's median household income level and its eviction filing rate and only a small negative relationship between income level and eviction filing rate when looking at nonpayment of rent evictions specifically, once neighborhood racial composition was taken into account. Dan Immergluck and colleagues (2020) and Robinson and Steil (2021), however, found that evictions are more likely to occur in neighborhoods with higher rent burdens. Studying eviction filings across five counties in California, Michael Lens and colleagues (2020) found that neighborhood poverty level was positively associated with an increased eviction filing rate, and they found no evidence that rising housing markets or an increased presence of higher income households in the neighborhood leads to more eviction filings.

### ***Measuring actual eviction rates***

While much research has focused on eviction court filings, far less research has focused on court filings that result in forced tenant removals (also known as completed evictions). In other words, eviction research has generally focused on tenants facing forced removal rather than experiencing forced removal. One likely explanation for the dearth of research is the challenge involved in identifying and measuring court-based forced tenant moves. There are currently two differing approaches to measuring formal forced tenant moves (hereinafter “forced tenant moves”). The US Census American Housing Survey (AHS) defines eviction as household displacement following the filing of an eviction case in court. The AHS measures eviction based on answers reported by individual survey respondents.<sup>2</sup> As Ashley Gromis and Mathew Desmond (2021) have identified, there are many reasons why the AHS survey data may undercount evictions. These reasons include the fact that households are only asked about their most recent move; the survey response options do not capture multiple forced moves experienced by the same household in the past two years; and economically disadvantaged renters are underrepresented in surveys (Gromis and Desmond 2021). The Eviction Lab at Princeton University, by contrast, defines formal evictions as judgments entered in eviction cases in court. The Eviction Lab measures evictions based on court records.<sup>3</sup> The Eviction Lab's approach may inaccurately count evictions because not all judgments result in actual eviction, and some court approved move-out agreements may not be included in the possessory judgments counted (Gromis and Desmond 2021; Summers 2023).

There are numerous challenges involved in using administrative data to count and understand actual evictions. In general, lower-level state courts, including courts that adjudicate evictions, input very limited data about cases into the databases that scholars have scraped to provide the basis for most existing analyses. These databases are designed for scheduling and to track basic case information rather than to capture detailed information about the parties, case characteristics, and outcomes such that they would be sufficient for research purposes (Carpenter et al. 2018). In addition to

<sup>2</sup> The American Housing Survey (AHS) defines the formal eviction rate as the number of households who were formally evicted divided by the total number of forced moves.

<sup>3</sup> The Eviction Lab defines the formal eviction rate as the number of eviction judgments divided by the total number of renter households.

including only limited information, eviction court databases have been found to contain significant inaccuracies (Porton, Gromis, and Desmond 2021). Complete eviction case records, meanwhile, are often maintained in paper form only (Carpenter et al. 2018; Summers 2020, 2023; Sudeall and Pasciutti 2021). Thus, researchers interested in understanding precise eviction case outcomes, including forced tenant moves, must retrieve physical case files from the courthouse and code them (Carpenter et al. 2018; Summers 2020, 2023; Sudeall and Pasciutti 2021).

### ***Understanding forced tenant moves (or “Eviction”) rates***

Despite the identification and measurement challenges, a small body of research has endeavored to understand the factors that influence forced tenant moves. This entire body of research has used eviction judgments as the measure of forced tenant moves (usually referred to simply as “evictions”). One study found that investor purchases of rental housing in gentrifying neighborhoods are associated with higher rates of “eviction” (Raymond et al. 2021). Other studies have explored the impact of environmental disasters on “eviction” rates. Elora Lee Raymond, Timothy Green, and Molly Kaminski (2022) found that environmental disasters resulted in higher rates of “evictions” in states with weak tenant protections but that disasters did not have any effect on “eviction” rates in states with strong tenant protections. Analyzing data on disasters and evictions across the country, Mark Brennan and colleagues (2022) found that severe flooding disasters were strongly associated with increases in evictions in that county (also using the Eviction Lab definition) in the year immediately following the disaster. They further found that, after controlling for median home values and socioeconomic characteristics, “as median rents increase, the incidence of evictions after disasters increases” (Brennan et al. 2022, 63).

Very little research has attempted to understand the factors that influence the legal process by which an eviction filing does or does not result in a forced tenant move (Summers 2022, 2023). Most of the literature that exists on this topic has been in the context of access to legal counsel, which has generally found that access to counsel lowers a tenant’s likelihood of a forced move (Seron, Van Ryzin, and Frankel 2001; Greiner, Pattanayak, and Hennessy 2012; Ellen et al. 2021; Cassidy and Currie 2022). The only other research that explores the factors influencing forced tenant moves once a tenant receives an eviction filing is in the context of tenant default, where the tenant automatically loses by failing to appear in the case. Erik Larson (2006) found that cases brought for breach of lease rather than nonpayment of rent, and those involving higher monthly rent levels, are associated with lower rates of default. Larson further found that tenant default rates were highest in neighborhoods with the highest concentrations of poverty. David Hoffman and Anton Strezhnev (2022) concluded, based on an examination of over two hundred thousand eviction cases in Philadelphia from 2005 to 2021, that long transit times to the courthouse cause defaults.

Default, however, is only one legal mechanism among several through which tenants can be forced to move following receipt of an eviction filing. Some tenants are ordered out for violating the terms of civil probation agreements—settlements that require tenants to abide by certain conditions or else face expedited eviction through an alternative legal process (Summers 2023). Tenants can also of course be ordered

evicted after trial. And as we show here, many tenants are evicted by way of court-ordered settlements in which the tenant agrees to move out. No existing research has investigated these pathways or identified the relative degree to which each contributes to the total rate of forced removals. There is also no research that has explored the factors other than access to legal counsel that influence a tenant's overall likelihood of forced removal once they have received an eviction filing.

### Research questions

The overall objectives of our study were twofold. Our first objective was to understand the specific procedural pathways through which eviction filings result in forced tenant moves, defined as, and identified by, court orders that require the tenant to vacate. We sought to use this understanding to develop a measurement of filings that result in forced tenant moves that is as accurate and precise as possible given publicly available case information. We do so in part with the goal of moving toward a clearer understanding of what Nicole Summers (2022) refers to as the "eviction court displacement rate," defined as the percentage of eviction filings that result in tenant displacement (although we use slightly different terminology for reasons outlined above and in the methodology). We also aim to take this analysis one step further by identifying the extent to which each procedural pathway identified contributes to the overall prevalence of forced tenant moves.

Our second objective was to understand the case, tenancy, landlord, property, and/or neighborhood characteristics that are associated with forced tenant moves once an eviction case has been filed. In other words, are characteristics of cases (for example, the legal grounds for the eviction filing, amount of money allegedly owed), landlords (for example, corporate versus individual versus public housing authority; subsidized versus unsubsidized), property (for example, single family versus multifamily), and/or neighborhood (for example, poverty level, racial composition) correlated with outcomes? Here, we are interested in the factors that are associated with forced tenant moves versus tenancy retention as well as the factors associated with a tenant's likelihood of being forcibly moved through particular procedural pathways rather than others. These two broad objectives translate into the following research questions:

1. What are the procedural pathways by which tenants are forcibly moved once an eviction case has been filed, and to what extent does each pathway contribute to the overall rate of such forced tenant moves?
2. Once an eviction case has been filed, which case, property, and/or neighborhood characteristics are associated with forced tenant moves as well as specific procedural pathways to forced tenant moves?

### Research site: the eastern (Boston) housing court and the eviction legal process in massachusetts

We conducted our study based on eviction cases filed in the Eastern Housing Court (formerly Boston Housing Court) of Massachusetts, which had jurisdiction over

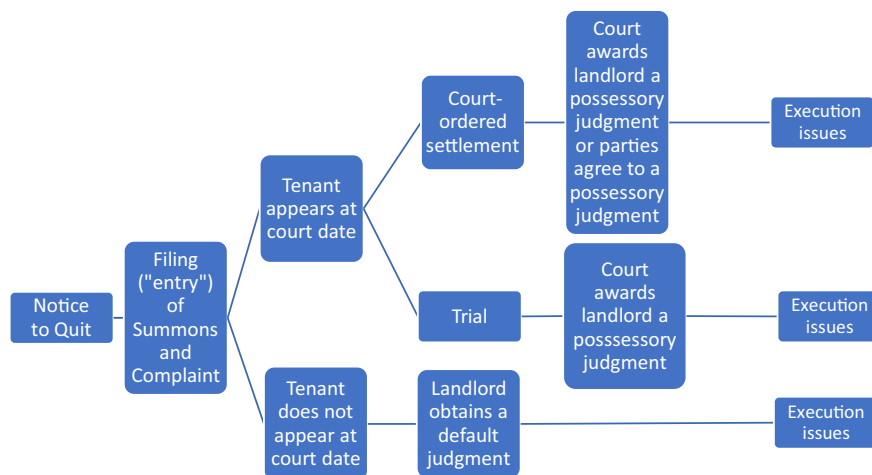
properties located in Boston as well as four small neighboring towns during the study period of 2013–17. During the study period, around five thousand evictions were filed annually in the Eastern Housing Court. Massachusetts law authorizes three legal grounds for residential tenant evictions: (1) nonpayment of rent; (2) “fault” (that is, a lease violation other than nonpayment of rent); and (3) “no-fault” (that is, expiration of a lease or termination of a tenancy at will).<sup>4</sup> For any eviction other than a no-fault eviction after lease expiration, a landlord is required to send the tenant a “notice to quit,” terminating the tenancy prior to filing for eviction. An eviction filing is commenced by the landlord’s service and “entry” with the court of a standardized summons and complaint.<sup>5</sup> The notice to quit is required to be filed with the summons and complaint. The summons and complaint must be served between seven and thirty days prior to the entry date. During the study period, the first court date was the trial date. The tenant has a right to serve an answer, and both parties may serve written discovery requests by the Monday before the trial date. The tenant is not required to file an answer in order to avoid default, however; the tenant may simply appear at the first court date. The tenant also has a right to demand a jury trial, which they must do by the same deadline of the Monday before the trial date. If the tenant demands a jury trial, that trial will not occur on the first court date and is instead typically scheduled for many months, if not years, after the case is entered.

Massachusetts law recognizes a host of procedural and substantive defenses to eviction, including procedural defenses, breach of the warranty of habitability, interference with quiet enjoyment, violation of the consumer protection statute, violation of the security deposit statute, retaliation, and discrimination. Tenants also have a right to assert counterclaims in eviction cases, and these counterclaims can convert to defenses in certain circumstances. Under Megan Hatch’s (2017) fifty-state typology of landlord-tenant laws, Massachusetts is classified as one of thirteen “protectionist” states, which are characterized by pro-tenant landlord-tenant policies overall. During the study period, the parties or their attorneys were required to appear in person at the attendance roll call at the time and on the date on which the case was scheduled. If the tenant failed to appear, the landlord was entitled to seek a default judgment. Upon the landlord’s satisfaction of the legal requirements, the clerk magistrate entered the default judgment as early as the next business day. If the landlord failed to appear, the case was automatically dismissed.

Where both parties appeared, the clerk would ask whether the parties wished to mediate or see the judge for trial. The clerk and judges strongly encouraged the parties to attempt mediation (McKim and Serrano 2019). Mediation services are offered by the court through the Housing Specialist Department, but many parties that agree to participate in mediation instead negotiate directly in the hallways of the courthouse (Fox 1996). As many commentators have noted about the Eastern Housing Court and other large urban housing courts, these negotiations often involve

<sup>4</sup> Evictions may also be filed against former homeowners after foreclosure. Our study excluded these evictions.

<sup>5</sup> Pursuant to Massachusetts Uniform Summary Process Rule 2, the landlord is required to “enter” the summary process summons and complaint by filing the original Summons and Complaint and the return of service, an entry fee, and other required documents with the clerk of court. The filing constitutes the “entry” of the action. Entry dates are required to be Mondays, and case scheduling is tied to the entry date.



**Figure 1.** Procedures leading to execution (law enforcement removals)

inequalities in bargaining power between landlords' attorneys and unrepresented tenants (Fox 1996; Engler 1997; Sabbeth 2018). The standard settlement form provided by the Housing Court (which is not required to be used by the parties but frequently is) expressly states: "ONCE APPROVED BY THE COURT, THIS AGREEMENT BECOMES A COURT ORDER AND BOTH PARTIES ARE LEGALLY REQUIRED TO FOLLOW IT." As a matter of long-standing practice in the Eastern Housing Court, all settlements are transformed into orders of the court and signed by a court official as "SO ORDERED" (Summers 2023). Judges have little, if any, involvement in the cases that settle. Most settlements are approved and signed as court orders only by the clerk magistrate rather than by a judge. The primary judicial role, if any, is in adjudicating post-settlement motions (most commonly, a "motion to issue execution" seeking the tenant's eviction for noncompliance with the terms of the settlement).

A landlord must possess both a judgment for possession and an execution to enable law enforcement to carry out a tenant removal. These legal instruments can be obtained in several different ways, which are depicted in Figure 1. First, if a tenant defaults, the landlord can obtain a default judgment from the court, as described above. Following a mandatory ten-day waiting period, the execution will then issue upon the landlord's request unless the tenant successfully vacates the default judgment. Second, a judge can award the landlord a judgment of possession upon finding in their favor after trial. Execution will then issue automatically ten days later unless the tenant appeals. Third, a landlord can obtain a judgment and execution by way of a settlement agreement. The parties can agree to the entry of judgment and/or issuance of execution in the settlement itself, or they can authorize the landlord to seek either or both instruments from a judge. In the latter scenario, the settlement typically sets forth the grounds on which the landlord is entitled to obtain such an order, such as the tenant failing to comply with their obligations under the settlement agreement. Once an execution issues, the eviction is carried out ("levied") by a constable or sheriff. The constable or sheriff must give the tenant written notice

forty-eight hours prior to carrying out the eviction, but no further court action is required following the execution issuance. These procedures are summarized in Figure 1.

## Data and methodology

### *Terminology and definitions*

We use the terminology “forced tenant move” rather than “eviction” or “formal eviction” to avoid any confusion that we are referring either to eviction filings (see, for example, Raymond et al. 2018) or, more narrowly, to removals executed by law enforcement (see, for example, Purser 2016). We intend to capture eviction filings that result in a legal obligation on the tenant to move. By “forced,” in other words, we mean “legally compelled.” We therefore define eviction filings that result in forced tenant moves as filings that result in a court order requiring the tenant to vacate the unit. This definition resembles Robert Collinson and colleagues’ (2022) and the Eviction Lab’s (2018) definitions of formal eviction, both of which are framed as legal outcomes that obligate the tenant to move. Collinson and colleagues (2022, 6) define an “eviction” as “a case ending with an eviction order,” which is an order “providing legal authority for the landlord to take possession of the property.” The Eviction Lab (2018) defines a formal, court-based eviction as “an eviction judgment in which renters were forced to leave.”

While these definitions of “formal eviction” gesture at the same general outcome as our definition of “forced tenant move” by denoting a legal disposition that requires the tenant to move, we diverge most sharply from the Eviction Lab in the specific indicator used to approximate that outcome. The Eviction Lab uses a possessory judgment in favor of the landlord as indication of a formal eviction. We decline to adopt this same proxy for two reasons. First, possessory judgments may be accompanied by stays of execution that expressly allow the tenant to remain in the unit so long as they abide by certain conditions, providing for automatic reinstatement of the tenancy at the expiration of the “probationary” period (Summers 2023). In a case with this outcome, the tenant is under no legal obligation to leave the unit. Second, cases may dispose with outcomes that legally require the tenant to vacate but do not involve a possessory judgment. These outcomes take the form of certain “move-out agreements” in which the tenant is under a court order to vacate the property by a certain date. Here, the tenant’s legal obligation to leave the property is unambiguous (and enforceable via formal execution), but no possessory judgment is necessarily awarded. For these reasons, our definition of “forced tenant move” as a court order that requires the tenant to vacate is not tied to the issuance of a possessory judgment.

There are two types of court orders that meet our definition of a “forced tenant move.” First, any order that “issues execution” to the landlord is a court order legally requiring the tenant to vacate. The issuance of execution provides the necessary authority to law enforcement to physically remove the tenant and their belongings, thereby extinguishing the tenant’s legal right to remain in the unit. Second, a court order may take the form of a court-ordered settlement agreement that expressly requires the tenant to vacate. Pursuant to the order, the tenant is legally obligated to move by a certain date, and, if they fail to do so, the landlord is entitled to issuance of

the execution. One limitation of this latter definition is the possibility that, despite the order, the tenant does not in fact vacate and the landlord does not obtain an execution. While we believe this result is unlikely to occur in more than a nominal number of cases given the tenant's legal obligation to vacate and the landlord's corresponding legal authority to remove, it is nevertheless a limitation. We consider a court order a "forced tenant move" only where it is the final legal outcome in the case, meaning that, if the order is vacated by subsequent court action, we do not consider the case to have resulted in a forced tenant move.

### *Data, coding, and regression analyses*

To conduct this study, we created an original dataset of eviction case information. We did so by using a random number generator to select a random sample of 933 cases from among all cases filed in the Eastern Housing Court over the five-year period from 2013 to 2017.<sup>6</sup> As the case files were not available in any electronic format, we obtained permission from the clerk magistrate of the Eastern Housing Court to retrieve from the courthouse and scan the paper files of all randomly identified cases. We then hand-coded each case file across thirty-six variables. Hand-coding was necessary because the files almost always contained handwritten materials, including court orders written in the margins of other court documents, settlement agreements, and even initial pleadings. The files were also often not maintained in chronological order, such that the procedural trajectory was not easily discernible without a thorough and complete review of the file. A detailed codebook was developed, which is included as Appendix A (Lipsy and Wilson 2001). The codebook was developed based on the application of basic legal principles to the information that could be ascertained directly from the case files. For example, whether the tenant had filed counterclaims was coded based on whether counterclaims were asserted expressly in the tenant's answer, as is required to assert a counterclaim under Massachusetts Rules of Civil Procedure 8 and 13.<sup>7</sup> The authors were well qualified to develop this codebook; both are lawyers with experience in housing court, and one has extensive experience practicing landlord-tenant law in Massachusetts.

<sup>6</sup> To identify the appropriate size of the random sample, we first determined the total number of cases filed in each of the five years. As this information is not reported by the Court, we conducted a public search of the Eastern Housing Court docket in each year. Cases in the Eastern Housing Court are assigned docket numbers based on the year and in numerical order of the date of filing, such that the first case filed in 2013 is 13H84SP000001, the second case filed is 13H84SP000002, etc. The numbers and letters "H84" indicate the jurisdiction and venue as the Eastern Housing Court. "SP" identifies the case as a summary process (eviction) case. A search on the public court records database by date of filing (that is, through December 31) reveals the last case filed in each year. The final digits of the docket number of this case indicates the total number of cases filed in that year (for example, 13H84SP005675 means that 5,675 cases were filed in 2013). Performing this search for each of the five years revealed a total population size of approximately 25,000 cases filed during the study period. Based on this population size, a sample of 933 cases is representative at approximately a 95 percent confidence level, with a margin of error of approximately 3 percent and a response distribution of 50 percent. We used a data randomization generation tool to randomly select 933 cases to include in the sample from among all cases filed. Specifically, the tool randomly selected 933 docket numbers from among all the eviction case docket numbers issued in the Eastern Housing Court during the study period.

<sup>7</sup> Massachusetts Rules of Civil Procedure 8 and 13, July 1, 1974. <https://www.mass.gov/law-library/massachusetts-rules-of-civil-procedure>.

The codebook was further developed by coding a small sample (approximately fifty) of the case files, identifying any variations in possible coded responses not previously accounted for and then incorporating these variations into the codebook.

The coded variables included general background information about the parties, tenancy, and type of housing; the procedural history of the case; and any and all substantive outcomes. Variables that captured general background information included the subsidization of the tenancy; the type of landlord (that is, corporation, public housing authority, or individual); the representation status of the parties; the type of eviction case (that is, nonpayment, fault, or no-fault); and the amount of any rental arrears alleged, among others. These variables are all directly observable based on the documents in the case file. The subsidization status of the tenancy is required to be included in the notice to quit (which is required to be filed with the summons and complaint). The tenancy was coded as subsidized when the notice to quit referenced an applicable subsidy, and it was coded as unsubsidized when no subsidy was referenced.<sup>8</sup> The landlord is stated on the summons and complaint, which is a standardized form that includes a line “PLAINTIFF/LANDLORD/OWNER \_\_\_\_\_” which must be completed for the case to be docketed. The landlord type was coded as public housing authority when the Boston Housing Authority was listed as the landlord (the Boston Housing Authority is the only public housing authority with units in the jurisdiction of the Eastern Housing Court), as “corporation” when the landlord was a business or other institutional entity, and as “individual” when the landlord was the name of an individual person or persons. Representation status of the parties is directly observable based on whether an attorney entered an appearance through any of the mechanisms authorized under Massachusetts Rule of Civil Procedure 11.<sup>9</sup> The grounds for eviction (which we refer to as the “type” of eviction case) are also a required entry on the standardized summons and complaint, as is the amount of rental arrears allegedly owed, if any.

Variables related to the procedural history of the case included whether the tenant defaulted and whether a default judgment entered; whether execution issued; and all dispositions of the case. These variables are all recorded on the main docket sheet included in the case file, and they are also recorded on additional documents contained in the file (for example, where a default judgment enters, the file will contain a document titled “Judgment of Summary Process by Default”). Variables related to settlement outcomes included both structural terms, such as whether a judgment entered in favor of the landlord, and more specific settlement terms, such as the length of time the tenant must comply with certain conditions before the tenancy is reinstated. This information is all contained in the settlement document itself. The entirety of the hand-coding was conducted by one of the authors. Single-coder reliability was assessed by coding a 5 percent sample of the files twice. The percentage of coding agreement was 98 percent.

<sup>8</sup> The most common subsidies appeared to be the Section 8 Housing Choice Voucher Program, Project-Based Section 8 subsidies, and the Low-Income Housing Tax Credit. Each case was coded as simply subsidized or unsubsidized, as the Notice to Quit did not always make clear which subsidy program was being used.

<sup>9</sup> Massachusetts Rule of Civil Procedure 11, July 1, 1974. <https://www.mass.gov/law-library/massachusetts-rules-of-civil-procedure>.

We then geocoded the coded eviction files and matched them with 2017 City of Boston Property Assessment data to identify property characteristics. These parcel-level data include variables indicating whether the property is owner occupied and the residential square footage of the parcel, among other variables. We then matched the coded eviction files with census tract characteristics from the 2015 five-year American Community Survey, specifically median household income and tract-level racial and ethnic composition. Finally, we conducted logistic regression analyses of the likelihood of being evicted, given an eviction action being filed, and then of the likelihood of being evicted through each of the three major eviction pathways, relative to the other paths. We do not include the fourth “trial” pathway because there are too few cases that go to trial for a quantitative analysis to be meaningful. Variables included the type of landlord (public housing authority, corporate landlord with subsidized tenants, corporate landlord without subsidized tenants, or individual property owner); amount of rent claimed owed on the complaint; representation status of the parties; the legal grounds for eviction (no-fault, nonpayment, or fault); whether an answer was filed and/or jury demand claimed; whether the property was owner occupied; tract-level racial and ethnic composition; and tract-level household median income.

Recent research has noted the concentration of filings within specific buildings (Rutan and Desmond 2021; Gomory 2022) and repeat filings against tenants at the same address (Garboden and Rosen 2019; Leung, Hepburn, and Desmond 2021). There are sixteen observations in the 933 cases with the same building address (seven addresses with either two or three filings). There are no observations with the same building address and unit number. The observations, then, are largely independent of one another and suitable for regression analysis. Although this independence suggests that they are appropriate for regression analysis, they could nevertheless still be part of a serial filing that was not captured in the randomly selected data, and the numbers here are thus not a reliable measure of serial eviction filings in this jurisdiction. Although we know the outcomes of the cases in this sample, it is possible that some of the tenants not forced to move in the cases reviewed here were subject to a subsequent serial eviction filing and ultimately forced to move through that filing.

## Results

### *Descriptive statistics regarding forced tenant moves*

Categorizing all cases with an executed eviction and those in which tenants signed move-out agreements as evictions, we find that 45 percent of those cases in which an eviction filing was made ended in a forced tenant move, as seen in the first and second rows of Table 1. Nonpayment cases represent 67 percent of those forced to move, no-fault cases 18 percent, and fault cases 14 percent. Descriptively, tenants served with no-fault and fault eviction filings are overrepresented among those who end up being forced to move. Roughly 38 percent of non-payment filings end in a forced move, 53 percent of fault filings, and 83 percent of no-fault filings. Filings in which the landlord is represented by counsel are overrepresented in those filings that do not end in a forced tenant move, perhaps because the larger institutional landlords who are more likely to propose probationary agreements are also more likely to be represented by counsel. Indeed, for the public housing authority only roughly one out

**Table 1.** Descriptive statistics (means or proportions) for cases resulting in eviction compared to non-eviction

| Variable                                                         | Forced move | No-forced move |
|------------------------------------------------------------------|-------------|----------------|
| Sample size (cases)                                              | 412         | 508            |
| Share                                                            | 0.45        | 0.55           |
| <b>Case level</b><br><i>Case type</i>                            |             |                |
| Nonpayment eviction filing                                       | 0.67        | 0.86           |
| Fault eviction filing                                            | 0.14        | 0.10           |
| No-fault eviction filing                                         | 0.18        | 0.03           |
| <i>Representation</i>                                            |             |                |
| Tenant represented                                               | 0.06        | 0.05           |
| Landlord represented                                             | 0.74        | 0.90           |
| <i>Procedure</i>                                                 |             |                |
| Amount claimed on complaint                                      | 1,894       | 1,258          |
| Answer filed                                                     | 0.24        | 0.16           |
| Jury trial requested                                             | 0.13        | 0.10           |
| <b>Property level</b><br><i>Landlord type</i>                    |             |                |
| Individual landlord                                              | 0.38        | 0.12           |
| Public housing authority                                         | 0.04        | 0.10           |
| Corporate subsidized landlord                                    | 0.31        | 0.51           |
| Corporate unsubsidized Landlord                                  | 0.27        | 0.27           |
| <i>Landlord Tenure</i>                                           |             |                |
| Owner occupied                                                   | 0.15        | 0.10           |
| <b>Neighborhood level</b><br><i>Neighborhood characteristics</i> |             |                |
| Tract percentage Black non-Hispanic                              | 0.40        | 0.38           |
| Tract percentage Hispanic or Latino                              | 0.21        | 0.23           |
| Tract percentage Asian non-Hispanic                              | 0.07        | 0.07           |
| Tract median household income                                    | 46,122      | 43,969         |

of four filings ends in a forced tenant move. For corporate subsidized landlords only one out of three filings ends in a forced tenant move. Individual private landlords are overrepresented among those filings that do end in a forced tenant move, with 72 percent of filings ending in a forced move.

The average racial and ethnic composition of a census tract from which a tenant is forced to move has a somewhat higher share of Black residents (40 percent) and somewhat lower share of Latino residents (21 percent) relative to the composition of

tracts in which there is an eviction filing that does not end with a forced tenant move (38 percent Black and 23 percent Latino). The descriptive statistics suggest that, on a basic level, there are notable differences by case type and landlord type that are associated with the likelihood of ending up being forced to move or not after an eviction action is filed.

### ***Regression Results for Forced Tenant Moves Overall***

In Table 2, we present the results of a logistic regression on the likelihood that an eviction filing ends in a forced tenant move. Both fault and no-fault filings are statistically significantly associated with an increased likelihood of a forced move relative to nonpayment filings. All else being equal, compared to nonpayment filings, a fault filing has 22 percent greater odds of ending in a forced tenant move, and a no-fault filing has 89 percent greater odds of ending in a forced tenant move. A larger amount of rent owed that was claimed by the landlord on the summons and complaint is also associated with a higher likelihood of a forced tenant move, although the substantive impact is somewhat modest. An additional one thousand dollars claimed on the summons and complaint is associated with a 6 percent increase in the odds of a forced tenant move.

Cases filed by individual landlords are associated with a statistically significantly higher likelihood (20 percent) of a forced tenant move relative to those filed by corporate unsubsidized landlords (the reference category). Cases filed by public housing authorities, by contrast, are associated with a statistically significantly lower likelihood (22 percent) of a forced tenant move relative to those filed by corporate unsubsidized landlords. One limitation of this analysis is that limited liability corporations (LLCs) are considered corporations but may be individual property owners who have incorporated as LLCs. This initial regression confirms that the type of eviction filed and the type of landlord have a significant relationship to a tenant's likelihood of ultimately being forced to move once the landlord has initiated the eviction action. Once case type and landlord type are taken into account, neighborhood characteristics are not statistically significant in shaping the likelihood of a forced tenant move after an eviction filing.

### ***Descriptive Statistics Regarding Different Pathways to Forced Tenant Moves***

The descriptive data reveal the characteristics associated with the four legal pathways to forced removal once a case is filed in court. These legal pathways are depicted in Figure 2, and the descriptive statistics for each pathway are shown in Table 3. First, tenants are forcibly moved through court-ordered settlements in which they agree to move by a certain date (often referred to in landlord-tenant practice, and referred to here, as "move-out agreements"). The common features of these move-out agreements are: (1) they are court orders; (2) they require the tenant to move out by a specific date; and (3) they entitle the landlord to an issuance of execution (the legal authority to carry out a forced removal) if the tenant fails to move by the specified date. Thus, as depicted in Figure 2, all move-out agreements result in a forced tenant move—either the tenant complies with the court order and vacates by the specified date or the tenant does not comply with the order, and the

**Table 2.** Fitted log odds of the relationship between case-level, property-level, and census tract-level characteristics and likelihood of a completed eviction for cases in which an eviction was filed

| Variable                            | Coefficient<br>(SE) |
|-------------------------------------|---------------------|
| (Intercept)                         | -0.465              |
|                                     | 0.668               |
| <b>Case level</b>                   |                     |
| Fault eviction filing               | 1.217***            |
|                                     | 0.240               |
| No-fault eviction filing            | 1.893***            |
|                                     | 0.321               |
| Tenant represented                  | -0.607              |
|                                     | 0.384               |
| Landlord represented                | 0.428               |
|                                     | 0.324               |
| Amount claimed on complaint         | 0.000***            |
|                                     | 0.000               |
| Answer filed                        | 0.466               |
|                                     | 0.287               |
| Jury trial requested                | -0.439              |
|                                     | 0.363               |
| <b>Property level</b>               |                     |
| Individual landlord                 | 1.202***            |
|                                     | 0.320               |
| Public housing authority            | -0.780*             |
|                                     | 0.331               |
| Corporate subsidized landlord       | -0.303              |
|                                     | 0.186               |
| Owner occupied                      | -0.071              |
|                                     | 0.247               |
| <b>Neighborhood level</b>           |                     |
| Tract percentage Black non-Hispanic | -0.003              |
|                                     | 0.004               |
| Tract percentage Hispanic or Latino | -0.015              |
|                                     | 0.008               |

(Continued)

Table 2. (Continued)

| Variable                            | Coefficient<br>(SE) |
|-------------------------------------|---------------------|
| Tract percentage Asian non-Hispanic | −0.007<br>0.012     |
| Tract median household income       | 0.000<br>0.000      |
| Sample size (cases)                 | 913                 |

Note:  $p = p$  value;  $z = z$  score.  
 $P(Z \leq z\text{-score})$  means the probability that the  $z$  value of the coefficient is greater than the  $z$  score.  
\*  $p < 0.05$ ; \*\*  $p < 0.01$ ; \*\*\*  $p < 0.001$ .  
Reference categories: Non-payment eviction filing, corporate unsubsidized landlord.

landlord obtains an execution and carries out a removal by law enforcement. Importantly, the data show that, in 43 percent of cases with move-out agreements, the execution is never issued. This finding means that, in 43 percent of cases with move-out agreements, the tenant was court ordered out, but the landlord never used law enforcement to execute a forced removal. In 10 percent of cases with move-out agreements, the landlord never even received a possessory judgment, which is a legally necessary condition for obtaining an execution. Move-out agreements were a relatively common case disposition overall—19 percent of all eviction filings during the study period resulted in a move-out agreement. Yet, most notably, move-out agreements were the most common legal pathway to a forced tenant move: as seen in Table 3, in 43 percent of all cases resulting in a forced tenant move, the tenant was forced to move by way of a move-out agreement.

Fault and no-fault eviction filings represent a disproportionate share of forced tenant moves through move-out agreements, 19 and 32 percent respectively (compared to 14 and 18 percent of all filings ending in forced moves), as seen in Table 3. Tenants who are represented by an attorney and end up being forced to move are disproportionately likely to move through a move-out agreement, with 12 percent of forced moves through move-out agreements represented compared to only 6 percent of all forced moves represented. Landlords who are not represented by an attorney are disproportionately likely to use a move-out agreement (35 percent of move-out agreements compared to 26 percent of landlords forcing tenant moves). Likely relatedly, individual landlords are overrepresented among those using move-out agreements (55 percent compared to 38 percent of all landlords forcing moves) and buildings in which the landlord lived on site were also overrepresented (21 percent compared to 15 percent of the total). Corporate subsidized landlords are underrepresented among those using move-out agreements (16 percent compared to 31 percent of all landlords forcing moves). Move-out agreements seemed more prevalent in slightly higher income tracts (with a median household income of \$48,914 relative to \$46,122) and tracts with a slightly larger share of Black residents (42 percent compared to 40 percent).

Second, filings result in forced tenant moves by way of default judgments—judgments for the landlord that issue automatically because the tenant fails to appear

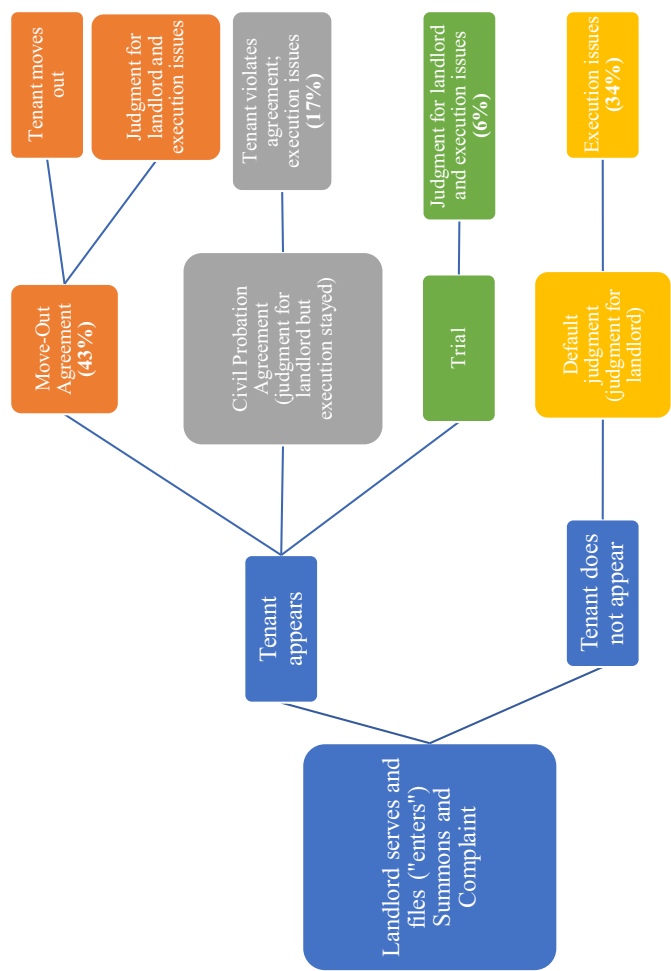


Figure 2. Procedural pathways to forced tenant moves (note that percentages reflect the percent of cases that result in forced tenant moves through the procedural pathway identified. Thus, 43 percent of forced tenant moves occur through a move-out agreement, 17 percent of forced tenant moves occur through a tenant's violation of a civil probation agreement followed by issuance of execution, and so on).

**Table 3.** Descriptive statistics (means or proportions) of cases resulting in eviction, by eviction pathway

| Variable                      | Forced move<br>(all pathways) | Forced move through<br>move-out agreement | Forced move through default | Forced move through<br>probationary agreement | Forced move after trial |
|-------------------------------|-------------------------------|-------------------------------------------|-----------------------------|-----------------------------------------------|-------------------------|
| Sample size (cases)           | 412                           | 178                                       | 141                         | 69                                            | 24                      |
| Share                         | 1.00                          | 0.43                                      | 0.34                        | 0.17                                          | 0.06                    |
| <b>Case level</b>             |                               |                                           |                             |                                               |                         |
| <i>Case type</i>              |                               |                                           |                             |                                               |                         |
| Nonpayment eviction           | 0.67                          | 0.47                                      | 0.84                        | 0.86                                          | 0.58                    |
| Fault eviction                | 0.14                          | 0.19                                      | 0.09                        | 0.13                                          | 0.17                    |
| No-fault eviction             | 0.18                          | 0.32                                      | 0.07                        | 0.01                                          | 0.21                    |
| <i>Representation</i>         |                               |                                           |                             |                                               |                         |
| Tenant represented            | 0.06                          | 0.12                                      | 0.00                        | 0.01                                          | 0.04                    |
| Landlord represented          | 0.74                          | 0.65                                      | 0.84                        | 0.90                                          | 0.38                    |
| <i>Procedure</i>              |                               |                                           |                             |                                               |                         |
| Amount claimed on complaint   | 1,894                         | 1,866                                     | 2,135                       | 1,598                                         | 1,539                   |
| Answer filed                  | 0.24                          | 0.41                                      | 0.04                        | 0.14                                          | 0.46                    |
| Jury trial requested          | 0.13                          | 0.22                                      | 0.01                        | 0.07                                          | 0.29                    |
| <b>Property level</b>         |                               |                                           |                             |                                               |                         |
| <i>Landlord type</i>          |                               |                                           |                             |                                               |                         |
| Individual landlord           | 0.38                          | 0.55                                      | 0.21                        | 0.13                                          | 0.75                    |
| Public housing authority      | 0.04                          | 0.03                                      | 0.05                        | 0.03                                          | 0.08                    |
| Corporate subsidized landlord | 0.31                          | 0.16                                      | 0.37                        | 0.62                                          | 0.13                    |

(Continued)

Table 3. (Continued)

| Variable                                           | Forced move<br>(all pathways) | Forced move through<br>move-out agreement | Forced move through default | Forced move through<br>probationary agreement | Forced move after trial |
|----------------------------------------------------|-------------------------------|-------------------------------------------|-----------------------------|-----------------------------------------------|-------------------------|
| Corporate unsubsidized landlord                    | 0.27                          | 0.25                                      | 0.37                        | 0.22                                          | 0.04                    |
| Landlord tenure                                    |                               |                                           |                             |                                               |                         |
| Owner occupied                                     | 0.15                          | 0.21                                      | 0.09                        | 0.07                                          | 0.25                    |
| Neighborhood level<br>Neighborhood characteristics |                               |                                           |                             |                                               |                         |
| Tract percentage Black non-Hispanic                | 0.40                          | 0.42                                      | 0.38                        | 0.37                                          | 0.49                    |
| Tract percentage Hispanic or Latino                | 0.21                          | 0.20                                      | 0.22                        | 0.23                                          | 0.21                    |
| Tract percentage Asian non-Hispanic                | 0.07                          | 0.07                                      | 0.08                        | 0.08                                          | 0.05                    |
| Tract median household income                      | 46,122                        | 48,914                                    | 44,020                      | 44,339                                        | 42,805                  |

in the case. Tenants experienced forced tenant moves through this procedural pathway where (1) a default judgment was entered; (2) the default judgment was not later undone by the court or a settlement agreement between the parties (that is, the default judgment was the final case disposition); and (3) execution issued following the entry of the default judgment. In total, 16 percent of all case filings resulted in forced tenant moves by way of a default judgment, meaning that all three of the above criteria were met. Importantly, the data show that the entry of a default judgment (the first criteria alone) occurred much more frequently than a default judgment resulting in a forced tenant move (all three criteria met). A default judgment was entered in 24 percent of all cases, but it was the final case disposition in only 17 percent of cases. In other words, in almost a quarter of cases with a default judgment, that judgment was later undone by the court or through a settlement agreement. And in 10 percent of cases where the default judgment was the final case disposition, the landlord did not receive an execution and therefore did not gain legal authority to carry out an eviction.<sup>10</sup> Thus, although default judgments were entered in 24 percent of all eviction cases filed, only 16 percent of all eviction cases filed resulted in forced tenant moves by way of a default judgment. This legal pathway accounted for 34 percent of all forced tenant moves, as seen in Table 3.

Nonpayment cases were disproportionately represented in forced moves through default judgments (84 percent, compared to 67 percent of all forced tenant moves), as seen in Table 3. Relatedly, the amount claimed by the landlord on the complaint was higher in default judgments than in any other eviction pathway (\$2,135 compared to an average of \$1,894 across all pathways). Hopefully unsurprisingly, no tenants who defaulted were represented by an attorney. Corporate subsidized and unsubsidized landlords were both overrepresented in forced moves through default judgments, with each comprising 37 percent of the total defaults compared to 31 and 27 percent respectively of all forced tenant moves.

Third, filings result in forced tenant moves following violations of civil probation agreements. Tenants experienced forced tenant moves through this procedural pathway where the parties entered into a civil probation agreement (awarding a possessory judgment to the landlord and staying issuance of execution conditional on the tenant's compliance with certain enumerated conditions), the landlord filed a motion to issue execution based on the tenant's alleged violation of the agreement, a judge granted the motion, and the parties did not enter into another settlement following the judge's order. Although 37 percent of all cases resolved with a civil probation agreement, only 8 percent of all cases resulted in a forced tenant move by way of violation of a civil probation agreement. In other words, 22 percent of cases with civil probation agreements resulted in forced tenant moves, and 78 percent did not. Violations of civil probation accounted for 17 percent of all forced tenant moves, as seen in Table 3.

As might be expected, probationary agreements are rare in no-fault filings (only 1 percent compared to 18 percent of all forced moves), and nonpayment filings are overrepresented (86 percent compared to 67 percent of all forced moves), as seen in

<sup>10</sup> Unlike in the case of a move-out agreement, the tenant has not agreed to vacate, and, therefore, there is no reason to presume that the tenant did so voluntarily simply because the default judgment was entered.

Table 3. Tenants signing probationary agreements are even less likely to be represented by a lawyer (1 percent) than tenants forced to move overall (6 percent). Probationary agreements are overwhelmingly most likely to be signed with corporate subsidized landlords who represent 62 percent of this pathway but only 31 percent of all forced moves. Probationary agreements are particularly unlikely to be signed with individual landlords (13 percent relative to 38 percent of all forced moves) and especially unlikely in owner-occupied buildings (7 percent relative to 15 percent of all forced moves).

Fourth and finally, filings result in forced tenant moves through trial orders. Tenants experienced forced tenant moves through this procedural pathway where the case proceeded to trial, a judge awarded possession to the landlord, and execution was issued. Of all cases, 2.6 percent resulted in a forced tenant move through a trial order. This pathway accounted for 6 percent of all forced tenant moves, as seen in Table 3.

The sample size of forced moves after trial is small, but this pathway does seem to disproportionately involve landlords who are not represented (38 percent compared to 74 percent overall). Relatedly, individual landlords (75 percent of this pathway but only 38 percent of all forced moves) and owner occupants of buildings (25 percent of this pathway but only 15 percent of all forced moves) are disproportionately likely to force a move through trial. Tracts where tenants are forced to move through trial have a lower median income (\$42,805 compared to \$46,122) and a larger share of Black residents (49 percent compared to 40 percent overall).

In sum, of all eviction filings resulting in forced tenant moves, the most common pathway is through a move-out agreement (43 percent), followed by default (34 percent), followed by violation of a civil probation agreement (17 percent), and, finally, after a loss at trial (6 percent). These legal pathways are summarized in Figure 2.

### ***Regression results for different pathways to eviction***

In Table 4, we present the results of three logistic regressions on the likelihood that a filing that ends in a forced tenant move has proceeded through one of the three primary procedural pathways. In the first regression, the dependent variable is the likelihood of experiencing a forced tenant move through a move-out agreement, relative to all other procedural pathways. In the second, the dependent variable is the likelihood of experiencing a forced tenant move through a default judgment, relative to all other pathways. In the third, the dependent variable is the likelihood of experiencing a forced tenant move through a violation of a probationary agreement, relative to all other procedural pathways.

The results in Table 4 focus the analysis only on those tenants who are forced to move, and, among those tenants, identify the factors significantly associated with each pathway. Several factors are associated with increased likelihood of an eviction filing resulting in a move-out agreement. Tenants facing both fault and no-fault eviction filings are statistically significantly more likely to sign a move-out agreement than tenants facing a non-payment filing. Relative to tenants facing a non-payment filing, tenants facing a fault or a no-fault filing have 25 and 88 percent greater odds, respectively, of being forced to move through a move-out agreement. Among all tenants who are evicted, tenants who are represented by a lawyer are roughly twice as likely to leave through a move-out agreement relative to other tenants. Consistent

**Table 4.** Fitted log odds of the relationship between case-level, property-level, and census tract-level characteristics and likelihood of a completed eviction through a specific pathway relative to other completed evictions

| Variable                            | Forced move<br>through move-out<br>agreement | Forced move<br>through default | Forced move<br>through<br>probationary<br>agreement |
|-------------------------------------|----------------------------------------------|--------------------------------|-----------------------------------------------------|
|                                     | Standard error                               | Standard error                 | Standard error                                      |
| (Intercept)                         | −1.894                                       | 0.975                          | −2.948*                                             |
|                                     | 1.104                                        | 1.038                          | 1.381                                               |
| <b>Case level</b>                   |                                              |                                |                                                     |
| Fault eviction                      | 1.256**                                      | −0.843*                        | −0.582                                              |
|                                     | 0.394                                        | 0.409                          | 0.468                                               |
| No-fault eviction                   | 1.880***                                     | −0.943*                        | −2.825**                                            |
|                                     | 0.392                                        | 0.434                          | 1.055                                               |
| Tenant represented                  | 2.015*                                       | −17.083                        | −1.667                                              |
|                                     | 0.836                                        | 3040.027                       | 1.126                                               |
| Landlord represented                | 0.326                                        | 0.108                          | −0.066                                              |
|                                     | 0.420                                        | 0.483                          | 0.699                                               |
| Amount claimed on complaint         | 0.000                                        | 0.000                          | 0.000                                               |
|                                     | 0.000                                        | 0.000                          | 0.000                                               |
| Answer filed                        | 1.189**                                      | −1.865***                      | 0.426                                               |
|                                     | 0.411                                        | 0.566                          | 0.569                                               |
| Jury trial requested                | −0.202                                       | −1.246                         | −0.247                                              |
|                                     | 0.531                                        | 1.159                          | 0.750                                               |
| <b>Property level</b>               |                                              |                                |                                                     |
| Individual landlord                 | 0.630                                        | −0.770                         | −0.551                                              |
|                                     | 0.433                                        | 0.474                          | 0.681                                               |
| Public housing authority            | −0.173                                       | −0.230                         | −0.311                                              |
|                                     | 0.636                                        | 0.577                          | 0.828                                               |
| Corporate subsidized landlord       | −0.958**                                     | −0.301                         | 1.267***                                            |
|                                     | 0.357                                        | 0.301                          | 0.374                                               |
| Owner occupied                      | 0.244                                        | −0.026                         | −0.528                                              |
|                                     | 0.363                                        | 0.396                          | 0.562                                               |
| <b>Neighborhood level</b>           |                                              |                                |                                                     |
| Tract percentage Black non-Hispanic | 0.004                                        | −0.005                         | 0.004                                               |
|                                     | 0.008                                        | 0.007                          | 0.009                                               |

(Continued)

**Table 4.** (Continued)

| Variable                            | Forced move<br>through move-out<br>agreement | Forced move<br>through default | Forced move<br>through<br>probationary<br>agreement |
|-------------------------------------|----------------------------------------------|--------------------------------|-----------------------------------------------------|
|                                     | Standard error                               | Standard error                 | Standard error                                      |
| Tract percentage Hispanic or Latino | −0.002                                       | −0.007                         | 0.025                                               |
|                                     | 0.014                                        | 0.013                          | 0.016                                               |
| Tract percentage Asian non-Hispanic | 0.011                                        | −0.021                         | 0.025                                               |
|                                     | 0.019                                        | 0.018                          | 0.023                                               |
| Tract median household income       | 0.000                                        | 0.000                          | 0.000                                               |
|                                     | 0.000                                        | 0.000                          | 0.000                                               |
| Sample size (cases)                 | 410                                          | 410                            | 410                                                 |

Note:  $p$  =  $p$  value;  $z$  =  $z$  score.

$P(Z \leq z\text{-score})$  means the probability that the  $z$  value of the coefficient is greater than the  $z$  score.

\*  $p < 0.05$ ; \*\*  $p < 0.01$ ; \*\*\*  $p < 0.001$ .

Reference categories: Non-payment eviction filing, corporate unsubsidized landlord.

with these higher levels of representation, the roughly one-out-of-four tenants who file an answer and are ultimately evicted are more likely to end up signing a move-out agreement relative to other evicted tenants. Though these results may seem paradoxical, the explanation may be that legal services lawyers in the Boston area target limited assistance representation for filing answers to tenants facing eviction for no-fault because these are often cases involving gentrification pressures (Lawrence 2022). Finally, property ownership by a corporate, subsidized landlord is somewhat less likely to result in a forced tenant move through a move-out agreement relative to ownership by a corporate, non-subsidized owner.

Forced tenant moves through default judgments appear in some ways as the inverse of forced tenant moves through move-out agreements. Tenants facing both fault and no-fault eviction filings are statistically significantly less likely to be forced to move through a default judgment relative to tenants facing a non-payment filing. In other words, tenants facing nonpayment eviction actions were substantially more likely to be forced to move through a default judgment than tenants facing fault or no-fault eviction actions. Unsurprisingly, tenants forced to move through a default judgment were much less likely to have filed an answer than tenants forced to move through other pathways. Forced tenant moves through civil probation agreements are associated with two primary characteristics. First, tenants facing non-payment actions are more likely to be forced to move through probationary agreements than those facing no-fault eviction actions. Indeed, tenants facing no-fault evictions have 2.9 times lower odds of being forced to move through a probationary agreement than those facing a non-payment action. Second, tenants whose landlord is a corporate, subsidized landlord have 27 percent greater odds of being forced to move through a probationary agreement than tenants with a corporate unsubsidized landlord.

Across all pathways, once case and landlord characteristics are controlled for, the likelihood of being forced to move through a particular pathway is not significantly associated with neighborhood income or racial and ethnic composition.

## Discussion

### *Pervasiveness of move-out agreements*

Perhaps the most striking finding is the high rate of forced tenant moves by way of move-out agreements. This type of settlement places the tenant under a court order requiring them to move out of their home by a specific date, and it entitles the landlord to issuance of execution (the legal authority to carry out an eviction) if the tenant fails to move. Move-out agreements were the most common pathway by which a tenant was court ordered out once an eviction case was filed, accounting for 43 percent of all forced tenant moves. In our study jurisdiction, tenants subject to a court order requiring them to move were more likely to be under that court order by way of a settlement in which they agreed to vacate the property rather than by way of a default judgment or an order following adjudication by a judge or jury (whether trial or violation of a civil probation agreement). While some tenants may perceive move-out agreements as a shield from a damaging eviction record, it is well known in Massachusetts that the filing alone creates the “Scarlet E,” with move-out agreements providing no distinct benefit for tenant screening purposes.

The prevalence of forced moves by way of settlement agreements reflects well-documented power imbalances between landlords and tenants (Engler 1997; Sabbeth 2018). Landlords, even individual private owners (rather than corporate entities) are able to secure from tenants an agreement to vacate the property and thereby save the resources, delay, and uncertainty involved in taking the case to trial. The legal system then exacerbates this power imbalance by giving the agreements legal backing and enforceability by the state—if a tenant fails to move out as promised, the landlord can call on state powers to execute a removal. Civil probation agreements reflect another, albeit different, manifestation of this power imbalance. In that context, landlords secure agreements that widen and deepen their degree of control over tenant behavior (Summers 2023). With both pathways, landlords transform the power of the judiciary. Rather than deciding facts and legal claims, the judiciary serves as the legal instrument for the exercise of state power to force removals (in the case of move-out agreements) or conduct (in the case of probationary agreements) on terms set by landlords through settlement agreements.

Move-out agreements have been almost entirely overlooked by the literature on eviction, and more research is needed to understand the process by which these agreements are entered into. With the exception of Meredith Greif’s (2022) recent work on landlords and the urban housing crisis, most scholarship on evictions has largely failed to address the most prevalent pathway through which tenants move out of their homes after eviction filings. While no research has documented the prevalence of move-out agreements in other states or jurisdictions, our findings suggest that move-out agreements are a fundamental dimension of how the eviction legal system is operating in practice.

This finding should inform future research on eviction risks and outcomes. Most existing research on eviction filing outcomes has focused on tenants’ likelihood of

being forcibly moved by way of a default judgment (see, for example, Larson 2006; Hoffman and Strezhnev 2022), but move-out agreements are more common in our study jurisdiction. Our findings indicate that, even were reforms to be implemented to successfully improve tenant appearance rates (and thereby reduce the incidence of default judgments), there is a significant likelihood that tenants would be forcibly moved nonetheless, simply by way of other pathways. Future research should explore the prevalence of move-out agreements in other jurisdictions, the factors that motivate landlords and tenants to enter into these agreements, as well as the relationship of such agreements to state landlord-tenant law and the underlying merits of the eviction complaint.

### ***Inaccuracy of “Eviction” measurements based on administrative records***

Our findings reveal the inaccuracy of existing methodologies for using administrative records to determine the rate of forced tenant moves. First, administrative records will often fail to capture move-out agreements. As we show, in many move-out agreements, the landlord never gains formal legal authority to carry out an eviction. The execution often does not issue, and, in some cases, the landlord is never even awarded a possessory judgment. Standard administrative records would indicate that the tenant was not forced to move, but a complete review of the case file reveals the opposite: the tenant is under a court order to vacate the unit by a specified date.

The high rate of civil probation agreements also confounds administrative measurements of forced tenant moves. By definition, all civil probation agreements award a possessory judgment to the landlord (Summers 2023). Standard methods for counting forced tenant moves administratively would count all civil probation agreement as “evictions,” yet our data show that only about a quarter (24 percent) have this result. In three-quarters of cases resulting in civil probation agreements, the tenant retains a legal entitlement to remain in their unit and, ultimately, has their tenancy reinstated. The landlord has no legal authority to carry out an eviction, and the tenant is under no legal obligation to vacate; to the contrary, the tenant has an express right to remain in the unit. Only a careful review of the case outcomes following the entry of a civil probation agreement will properly reveal which cases result in the tenant being forced to move.

Finally, our data show that administrative records can further obscure accurate measurement of forced tenant moves to the extent that all default judgments are interpreted as forced tenant moves. Our data show that only 70 percent of default judgments resulted in forced tenant moves; 30 percent of default judgments were ultimately undone, either through a court-ordered settlement or by a judge. This finding suggests that measurements of forced tenant moves that treat the entry of default judgment as equivalent to “eviction” can be flawed. Our close analysis of eviction case records suggests that the most accurate measurement of forced tenant moves is based on the sum of cases where the final disposition is (1) a default judgment followed by the issuance of execution; (2) a move-out agreement; (3) a civil probation agreement followed by the issuance of execution; or (4) a final trial order granting judgment for possession to the landlord and issuing execution.

***Landlord type as a primary driver of differences in eviction pathways***

Several studies have shown that different types of landlords file for eviction at different rates. Large, corporate owners are more likely to file “serial” or repeat evictions against the same households as compared with individual property owners (Garboden and Rosen 2019; Immergluck et al. 2020). Conversely, individual, owner-occupant landlords are significantly less likely than other landlords to file an eviction action (Robinson and Steil 2021). While prior research has demonstrated that different types of landlords file for eviction at different rates, our results show that different types of landlords force out tenants both at different rates and through different procedural pathways. We find that, although corporate owners are more likely to file for eviction, once an eviction is filed, individual property owners are more likely to follow that filing through to a forced move. Individual landlords are also descriptively associated with a larger share of tenants forcibly moved through move-out agreements, whereas corporate landlords are more likely to force tenants to move by entering into civil probation agreements with them and then obtaining an execution for a violation of the probationary terms. Subsidy status also affects corporate landlord behavior, as other research has shown (Preston and Reina 2021). Corporate subsidized landlords force tenants to move at lower rates as compared with corporate unsubsidized landlords, aligning with Gregory Preston and Vincent Reina’s (2021) finding that tenants in subsidized properties are generally more “sheltered” from eviction, potentially due to rent restrictions and broader legal protections.

Consistent with literature on the “common place” of law in everyday life (Ewick and Silbey 1998), these findings highlight the mediating role of landlords in the eviction legal system. Once an eviction action is filed, a tenant’s likelihood of experiencing a forced move at all, and their likelihood of experiencing a forced move through a particular procedural pathway, differ based on the ownership structure of their unit. Different types of property ownership structures translate into different levels of resources, interests, and motivations for landlords. Our findings show that, in a legal system where power is highly imbalanced between the parties (Engler 1997), these differences matter for legal outcomes. Landlords, as the more powerful party, direct the pathway and ultimate disposition of the legal case. And, thus, it is the characteristics of the landlords that make a difference.

For individual, small landlords, filing an eviction action is often an intimidating and potentially expensive process, entering into an unfamiliar legal world and formalizing and escalating conflict with a tenant who they likely know personally at some level. Thus, these individual landlords are likely to seek to avoid filing an eviction at all, but, once filed, they see it through to the end, as the data here show (Balzarini and Boyd 2021). And because these landlords are motivated to force the tenant out, they are able to force them out: all else being equal, once an eviction action is filed, a tenant who lives in a property owned by a private individual is more likely to be forced to move than a tenant who lives in a property owned by a corporation or the public housing authority. Yet private individual landlords lack legal sophistication and resources, and so they force tenants to move in the simplest way possible—by getting tenants to agree to move. Almost half the time that this procedural pathway is taken, landlords need not even return to court to effectuate the move out. These findings underscore the importance of “upstreaming” and “eviction

diversion” programs that deploy financial and legal resources prior to an eviction filing. These programs should especially target tenants in properties owned by private individuals as once these owners take the leap to file for eviction, they are disproportionately likely to force tenants to move. Likewise, legal services organizations with limited resources may want to prioritize tenants in properties owned by individual landlords as these tenants are most at risk of forced removal.

Corporate landlords, by contrast, tend to have deeper pockets, greater legal sophistication, and less personal interest in the case as compared with individual landlords and therefore steer tenants down different legal pathways and toward different legal outcomes (Garboden and Rosen 2019; Raymond et al. 2021; Summers 2023). Corporate landlords’ interests in using eviction filing for purposes other than tenant removal, such as to collect rent (Garboden and Rosen 2019; Leung, Hepburn, and Desmond 2021) or enhance their control over tenant conduct (Summers 2023), translates into lower rates of forced tenant moves relative to cases filed by individual landlords, as we show.

This lower rate of forced tenant moves is consistent with other research showing that the personal stakes are lower for corporate landlords relative to individual ones, with tenants more likely to be a name in a spreadsheet than an individual or household personally known (Greif 2022). Filing an eviction action is often seen as simply a cost of doing business and is a relatively familiar process and one that is easy to embark upon given established relationships with lawyers to represent them. Thus, these landlords are likely less invested in seeing a case through to tenant removal simply because they filed (Garboden and Rosen 2019). With deeper pockets, corporate landlords may also be better able to weather an immediate loss of rental income while the tenant repays arrears over time or seeks charitable assistance, again leading to an overall lower rate of forced tenant moves relative to cases filed by individual landlords. The alignment of the legal outcomes with corporate landlords’ interests, resources, and motivations again reflects the extent to which landlords’ power allows them to direct the eviction legal system to serve their own ends.

The public housing authority also forces tenants to move rarely as compared with individual owners and even as compared to corporate owners. This finding is particularly notable given recent research showing the high rate of eviction filing by public housing authorities, particularly large public housing authorities (Gromis et al. 2022; Leung et al. 2023). The fact that relatively few public housing authority filings result in forced tenant moves has several implications. First, it suggests, as others have noted (Leung et al. 2023; Summers 2023), that public housing authorities use eviction filings for similar purposes as corporate landlords: to collect rent and to expand control over tenants. Second, while eviction filings have harmful consequences, such as creating eviction records that can result in tenant blacklisting, to the extent that the concern with public housing authority eviction filings is the resulting instability of a population that is already highly vulnerable, our findings are somewhat reassuring. Overwhelmingly, public housing authority tenants who face eviction retain possession of their home. Policy reforms, then, should focus on creating resources and systems to resolve the underlying problems that are leading to filings so that public housing authorities need not turn to the eviction legal system for basic property management. These reforms may include additional mandatory

conferences prior to filing, rental assistance, and other upstreaming and eviction diversion programs.

Existing research has shown that neighborhood characteristics such as racial and ethnic composition, income, rent, and rent burdens shape the rate at which evictions are filed and the overall rate of eviction judgments (see, for example, Lens et al. 2020; Robinson and Steil 2021). The findings here, however, suggest that, once an eviction is filed (which presumably, based on other scholarship, is related to neighborhood characteristics), the likelihood of that filing leading to an actual forced tenant move is not shaped significantly by neighborhood characteristics once type of landlord is controlled for. The uneven distribution of landlord types by neighborhood, however, may nevertheless affect different levels of forced tenant moves across a given jurisdiction.

### ***Eviction case type associated with differences in the likelihood of a forced tenant move***

Almost no research has focused on the differences among the legal grounds for eviction and how those grounds affect the experiences and outcomes of the legal process. Studies tend to view eviction through a financial lens, understanding eviction primarily as a derivative of unsustainable rent burdens (see, for example, Desmond, Gershenson, and Kivat 2015; Harrison et al. 2021). We find, however, that once an action is filed, evictions for nonpayment of rent are the least likely to result in a forced tenant move as compared with evictions for no-fault and fault (lease violation). This finding is again consistent with other research showing that landlords use the eviction legal system as a tool for rent collection; most nonpayment of rent eviction cases are likely filed with the goal of collecting rental arrears (and otherwise expanding control over tenant conduct) rather than to displace the tenant.

Our findings raise new questions for eviction research and indicate that a shift in policy makers' attention toward evictions unrelated to the payment of rent may be warranted. At a systemic level, it is unknown what landlords' motivations are when they file no-fault evictions: are they selling and flipping properties, trying to secure rent increases, planning property conversions, retaliating against tenants for reporting bad conditions, or something else? The systemic characteristics of fault evictions are similarly unknown. Are these cases based on lease violations related to criminal activity on the premises or to infractions, such as having an unauthorized pet? The disproportionately high rate of forced tenant moves in both types of cases has significant implications for policy. To date, policy attention aimed at reducing eviction has focused heavily on assisting tenants with rental arrears (see, for example, Brodie and Bowman 2023). Rental assistance policies, such as those funded by the federal Emergency Rental Arrears Program during the COVID-19 pandemic, target tenants who face eviction for nonpayment of rent. While these programs have proven quite successful, our findings suggest that, to the extent that the goal is a reduction in forced tenant moves, other policies will also be needed. These policies may include a right to counsel for tenants (something already gaining traction nationwide); "just cause" eviction, which prohibits no-fault eviction (something similarly gaining traction, although to a lesser extent); and strengthening and expanding the Violence against Women Act and reasonable accommodation laws, which protect some tenants

from eviction where the basis for eviction is related to domestic violence or a disability.<sup>11</sup>

Our findings also signal a large gap between the law “on the books” and the law in action. Massachusetts has extremely strong protections for tenants facing eviction for no-fault. Under Massachusetts General Laws, section 239, chapter 8A (8A Law), a tenant facing eviction for no-fault is entitled to possession if they prevail on counterclaims for which the landlord owes one dollar or more in damages.<sup>12</sup> There are multiple claims for which damages can be established: breach of the warranty of habitability, interference with quiet enjoyment, violation of the consumer protection law, and retaliation, among others. While our data do not show the extent to which tenants have meritorious claims, the breadth of claims available to tenants under Massachusetts law combined with the low dollar amount of damages (one dollar) needed to establish possession suggest that the 8A Law is likely seriously under-enforced. In other words, under the formal Massachusetts law as codified, no-fault evictions are notably difficult for landlords to win, but, in practice, tenants disproportionately experience forced moves from them. It is likely that the 8A Law is yet another instance where there is a large “operationalization gap” between “good law” as written versus as it is enforced on the ground (Summers 2020). As has been documented in the case of the warranty of habitability, low-income litigants, especially those without counsel, likely do not benefit from the 8A Law to the full extent contemplated by the legislature. Social and political inequality thus once again shape the contours of the law “in action” regardless of its formal text as codified “on the books.”

## Conclusion

These findings make several important contributions to existing research on evictions and to scholarship on the role of law in society more generally. First, online, administrative data regarding the formal legal outcomes of eviction filings is not fully representative of tenants’ actual experiences of forced removal. In our study jurisdiction, more than two-out-of-five tenants who are forced to leave their homes after an eviction action is filed are forced because they have signed a move-out agreement and may not be counted as “evicted” by administrative data. Conversely, three-quarters of probationary agreements result in eviction judgments but not forced tenant moves and may be incorrectly counted. These findings are particularly troubling given the extensive research documenting the negative social and economic outcomes that result from displacement and instability (see, for example, Crane and Warnes 2000; Desmond, Gershenson, and Kivat 2015; Desmond and Shollenberger 2015; Collinson and Reed 2018). Displacement and its consequences, such as homelessness, also tend to be the target of policy making around eviction. The impact of the right to counsel, for example, is often measured by comparing rates at which tenants retain possession (Seron, Van Ryzin, and Frankel 2001). Thus, if an outcome with which we are especially concerned is displacement—and research suggests we should be especially concerned with this outcome—then administrative data is a poor

<sup>11</sup> Violence against Women Act, 1994, 108 Stat. 1796.

<sup>12</sup> Massachusetts General Law, Part III, Title III (2022), section 239, chapter 8A.

indicator of its frequency through the legal system. The most common pathway through which tenants end up leaving their home after an eviction action is filed is through a move-out agreement, which is generally not recorded as a completed eviction in available online data.

The result is that the actual human impact of the legal system is opaque, with the outcome arguably most strongly of interest largely obscured from view. Policy makers and advocates cannot rely on easily available data to develop tailored policy responses nor to evaluate the effectiveness of existing responses. Researchers are also handicapped from understanding the variation in the rate of forced tenant moves across jurisdictions—we cannot simply look to administrative data to understand the percentage of eviction filings that result in forced tenant moves in a given jurisdiction. This limitation makes more difficult important avenues for future comparative research, such as how different landlord-tenant laws and access-to-justice factors impact the rate of forced tenant moves (Hatch 2017; Summers 2022). As in other domains, law in everyday life is often experienced through actions taken in the shadow of the law—here, agreements entered into by landlords and tenants—after the threat of eviction has been invoked but without an actual decision by a judge or jury.

Second, roughly one-out-of-five tenants who are forced to move are forced because they have violated the terms of a civil probation agreement that followed an eviction action. The prevalence of these agreements represents a substantial shift of landlord-tenant relations into a shadow realm, in which agreements proposed by landlords and approved by the court impose conditions that go beyond existing laws or statutes, essentially widening the net or extending the reach of the landlord over tenant activities. The type of landlord a tenant has is the most significant predictor of forced removal through these probationary agreements. Again, law in everyday life is experienced through private, court-ordered agreements through which large landlords are able to leverage their power.

In housing, as in other domains, law functions within everyday social relations as the powers of courts are leveraged most easily by those with the most experience with the law—in this case, larger landlords. The characteristics of landlords—whether corporate entities or individual ones, mission driven landlords versus profit maximizing ones—are one of the most significant drivers of tenants' experiences, whether in the likelihood of filing an eviction at all or in the form that eviction proceeding takes and the likelihood that it results in a forced move.

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## Appendix A: Coding Variables and Guidelines

Authors' note: we are willing to make our database available to other researchers upon request.

|   | Column variable  | Responses                                            | Additional coding details                                                                                                                                                                                                                                       |
|---|------------------|------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | Docket no.       |                                                      |                                                                                                                                                                                                                                                                 |
| B | Address          | Exact address at unit level                          |                                                                                                                                                                                                                                                                 |
| C | Type of landlord | Boston Housing Authority, individual, or corporation | Landlord coded as "corporation" regardless of type of corporation (for example, non-profit, for-profit, LLC, and so on). Where landlord listed as individual and corporation (for example, individual acting as agent for corporation), coded as a corporation. |

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|   | Column variable                        | Responses                                           | Additional coding details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---|----------------------------------------|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| D | <b>Subsidization status of tenancy</b> | Yes = subsidized;<br>No = unsubsidized              | Subsidization status was determined based on indicia of subsidization included in the notice to quit, summons and complaint, and/or any other court documents. Most subsidy programs require any notice to quit served on the tenant to include information about the subsidy, and, in many instances, that requirement has been incorporated into Massachusetts law. Subsidization can also be reflected through the inclusion of Violence against Women Act notices with the notice to quit, which are required to be included for all federally subsidized properties. Subsidization status can also be reflected through other mention of the Department of Housing and Urban Development, MassHousing (the Massachusetts housing finance agency), or a specific subsidy on pleadings or other court documents. Where there was any indication of subsidization in the court documents, the file was coded as subsidized; where there was no indication of a subsidy, the file was coded as unsubsidized. |
| E | <b>Landlord representation status</b>  | Yes = represented by counsel;<br>No = unrepresented | Landlord status was coded as represented by counsel ("Yes") if an attorney signed a pleading or court document on behalf of the landlord at any point during the case. In practice, landlords virtually always had an attorney for the entirety of the case (and, thus, all court documents were signed by an attorney) or not at all. There were no cases in the sample where the landlord received limited assistance representation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

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|   | Column variable                                                | Responses                                                                                                | Additional coding details                                                                                                                                                                                                                                                                                                                                                    |
|---|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F | <b>Tenant representation status</b>                            | Yes = fully represented by counsel; LAR = received limited assistance representation; No = unrepresented | Tenant representation status was coded as fully represented by counsel ("Yes") if an attorney entered a full appearance on behalf of a tenant at any point in the case. "LAR" was entered where an attorney signed a pleading or entered as appearance as limited assistance counsel. "No" was entered where a tenant was unrepresented throughout the entirety of the case. |
| G | <b>Type of case</b>                                            | Nonpayment = nonpayment of rent; Fault = fault; No = no-fault; FC = post-foreclosure homeowner eviction  | This category was coded based on the information contained in the notice to quit and summons and complaint. Massachusetts law requires both documents to state the basis for the eviction. Cases that were coded as post-foreclosure homeowner evictions were excluded from the study and were not coded further.                                                            |
| H | <b>Amount of arrears claimed owed on summons and complaint</b> | Numerical dollar amount                                                                                  | Massachusetts law requires the landlord to state the amount of rent allegedly owed on the summons and complaint. If no amount of rent was alleged owed, the field was left blank.                                                                                                                                                                                            |
| I | <b>Amount of money owed at disposition</b>                     | Numerical dollar amount                                                                                  | This number represents the amount of arrears found to be owed by the tenant to the landlord at the case disposition—that is, the amount of the monetary judgment awarded to the landlord as part of the default judgment, settlement, or by the judge after trial.                                                                                                           |
| J | <b>Answer filed</b>                                            | Yes = answer filed by the tenant; No = no answer filed by the tenant                                     |                                                                                                                                                                                                                                                                                                                                                                              |
| K | <b>Counterclaims</b>                                           | Yes = tenant asserted counterclaims in their answer; No = tenant did not assert counterclaims            |                                                                                                                                                                                                                                                                                                                                                                              |

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|   | Column variable                               | Responses                                                                                                                                                                                                                                                          | Additional coding details                                                                                                                  |
|---|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| L | <b>Conditions-based claims</b>                | Yes = tenants asserted conditions-based claims in their answer (for example, warranty of habitability); No = tenant did not assert any conditions-based claims                                                                                                     |                                                                                                                                            |
| M | <b>Jury claimed</b>                           | Yes = tenant filed a demand for a jury trial; No = tenant did not file a demand for a jury trial                                                                                                                                                                   | Landlords can technically file a demand for a jury trial as well; however, none chose to do so in any of the cases included in the sample. |
| N | <b>Default</b>                                | Yes = tenant defaulted at the initial court date; No = tenant did not default                                                                                                                                                                                      |                                                                                                                                            |
| O | <b>Ultimate case disposition</b>              | VD = voluntary dismissal by the landlord or both parties pursuant to Massachusetts Rule of Civil Procedure 41; Default = default judgment; Dismiss = dismissed by court order; Trial = trial by a judge; Jury = trial by a jury; Settlement = settlement agreement |                                                                                                                                            |
| P | <b>Execution issued post-default judgment</b> | Yes = execution issued; No = execution was never issued                                                                                                                                                                                                            | Field only completed where column O = "default"                                                                                            |
| Q | <b>If settlement, judgment for LL</b>         | Yes = case resolved with a settlement and judgment for possession was awarded to the landlord; No = case resolved with a settlement, but no possessory judgment was awarded to the landlord                                                                        | Field only completed where column O = "settlement"                                                                                         |
| R | <b>If settlement, move out</b>                | Yes = settlement contained terms in which the tenant(s) agreed to vacate the unit on or before a specific date; Blank = settlement contained no such terms                                                                                                         | Field only completed where column O = "settlement"                                                                                         |
| S | <b>If move out, execution issued</b>          | Yes = execution issued; No = execution did not issue                                                                                                                                                                                                               | Field only completed where column R = "yes"                                                                                                |
| T | <b>If move out, length of time to move</b>    | Number of days between date settlement agreement signed and date by which tenant is required to vacate                                                                                                                                                             |                                                                                                                                            |

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|    | Column variable                                                        | Responses                                                                                                                                                                                                                                                                                         | Additional coding details                          |
|----|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| U  | <b>If settlement, civil probation agreement (CPA)</b>                  | Yes = settlement agreement awards judgment to LL, contains terms providing for reinstatement of tenancy if tenant complies with specified terms for a specified period of time, and allows for execution to issue upon motion if tenant violates terms; Blank = settlement contains no such terms | Field only completed where column O = "settlement" |
| V  | <b>Repayment of arrears included as probationary term</b>              | Yes = settlement terms require tenant to repay arrears in order for tenancy to be reinstated; No = settlement contains no such terms                                                                                                                                                              | Field only completed where U = "yes"               |
| W  | <b>If CPA, total length of probationary period</b>                     | Number of days between date settlement agreement signed and date upon which tenancy will be reinstated if tenant complies with specified terms                                                                                                                                                    | Field only completed where U = "yes"               |
| X  | <b>If CPA, probationary period post-arrears satisfaction</b>           | Yes = probationary period continues after the date upon which the tenant is required to have paid off all arrears; No = probationary period ends (that is, tenancy is reinstated) upon tenant's satisfaction of arrears payments                                                                  | Field only completed where U = "yes"               |
| Y  | <b>If CPA, length of probationary period post-arrears satisfaction</b> | Number of days between date by which arrears must be satisfied and date when tenancy is reinstated                                                                                                                                                                                                | Field only completed where U = "yes"               |
| Z  | <b>Probationary terms include all lease terms</b>                      | Yes = term of settlement requires tenant to comply with all lease terms; No = settlement includes no such term                                                                                                                                                                                    | Field only completed where U = "yes"               |
| AA | <b>If probationary terms, motion to issue execution filed</b>          | Yes = landlord filed one or more motion seeking issuance of execution; No = landlord never filed a motion seeking execution                                                                                                                                                                       | Field only completed where U = "yes"               |
| AB | <b>Number of motions to issue execution filed</b>                      | Number of motions filed by the landlord seeking issuance of execution following the signing of the settlement agreement                                                                                                                                                                           | Field only completed where AA = "yes"              |

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| Column variable                                                              | Responses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Additional coding details                                                         |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| AC <b>Motion to issue execution unrelated to original basis for eviction</b> | Yes = motion to issue execution alleged tenant noncompliance of a term unrelated to the original basis for eviction. For example, motion alleged that tenant failed to comply with term requiring timely payment of ongoing rent, but underlying eviction complaint was for violation of a lease term unrelated to the payment of rent. No = motion to issue execution alleged tenant noncompliance of a term related to the original basis for eviction. For example, motion alleged that tenant failed to pay rental arrears, and underlying eviction complaint was for nonpayment of rent. | Field only completed where AA = "yes." Answer is based on the first motion filed. |
| AD <b>First motion to issue execution granted</b>                            | Yes = judge allowed the motion; Settled = motion settled; No = judge denied the motion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Field only completed where AA = "yes"                                             |
| AE <b>If first motion to issue execution granted, later settled</b>          | Yes = new settlement agreement entered into between the parties following the judge's allowance of the motion; No = no new settlement agreement between the parties (that is, judge's order allowing the motion was final order in the case)                                                                                                                                                                                                                                                                                                                                                  | Field only completed where AD = "yes"                                             |
| AF <b>Second motion to issue execution granted</b>                           | Yes = judge allowed the motion; Settled = motion settled; No = judge denied the motion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Field only completed where AB > 1                                                 |
| AG <b>If second motion to issue execution granted, later settled</b>         | Yes = new settlement agreement entered into between the parties following the judge's allowance of the motion; No = no new settlement agreement between the parties (that is, judge's order allowing the motion was final order in the case)                                                                                                                                                                                                                                                                                                                                                  | Field only completed where AF = "yes"                                             |
| AH <b>Third motion to issue execution granted</b>                            | Yes = judge allowed the motion; Settled = motion settled; No = judge denied the motion                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Field only completed where AB > 2                                                 |

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| Column variable |                                                                  | Responses                                                                                                                                                                                                                                    | Additional coding details                    |
|-----------------|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| AI              | <b>If third motion to issue execution granted, later settled</b> | Yes = new settlement agreement entered into between the parties following the judge's allowance of the motion; No = no new settlement agreement between the parties (that is, judge's order allowing the motion was final order in the case) | Field only completed where AH = "yes"        |
| AJ              | <b>Trial outcome</b>                                             | LL = judgment entered for landlord; Tenant = judgment entered for tenant; Dismissed = judge ordered case dismissed                                                                                                                           | Field only completed where O = trial or jury |

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