

JUNE 2020

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**HOW TO ADVERTISE  
APARTMENTS:** A Guide to  
Landlord Advertising Online

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Your Rental Units are Clean,  
**BUT ARE THEY  
CORONAVIRUS CLEAN?**

Estimates of Post-  
Moratorium **EVICTON**  
**FILINGS NOW EXCEED**  
**HOUSING COURT**  
**ANNUAL CASELOAD**



# Contents

**3 LETTER FROM THE EXECUTIVE DIRECTOR**  
Fair and Equal Housing Guarantee

**4 Estimates of Post-Moratorium EVICTION FILINGS NOW EXCEED HOUSING COURT ANNUAL CASELOAD**

**7 OPEN LETTER TO Attorney General Maura Healey**

**10 DELEADING RENTAL PROPERTIES** in Massachusetts

**14 Your Rental Units are Clean, BUT ARE THEY CORONAVIRUS CLEAN?**

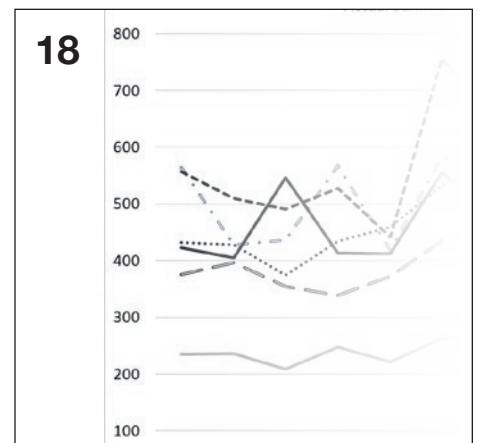
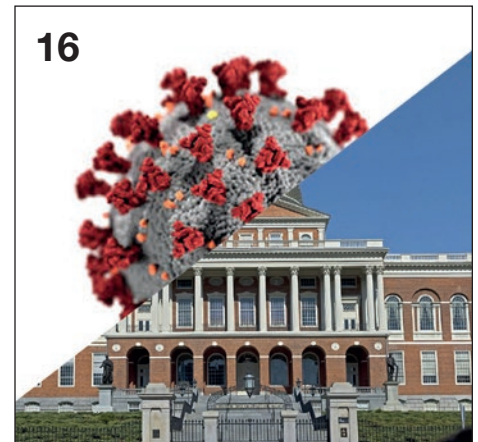
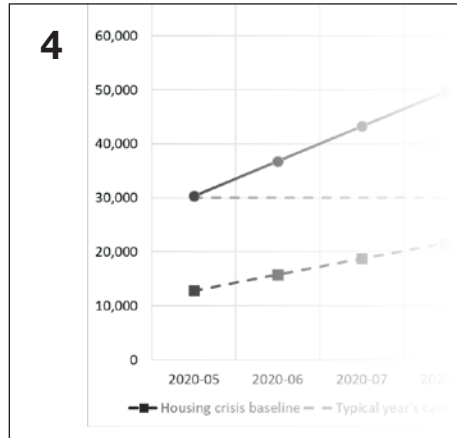
**16 FAIR AND EQUAL HOUSING GUARANTEE** via Surety Bonds

**18 It's Time to Talk about SUMMER FIRE SAFETY IN MULTIFAMILY UNITS**

**19 MASSACHUSETTS EVICTION DATA** and Housing Court Statistics

**21 HOW TO ADVERTISE APARTMENTS:**  
A Guide to Landlord Advertising Online

**27 REGIONAL**





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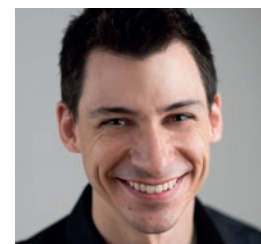
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## LETTER FROM THE EXECUTIVE DIRECTOR

# Fair and Equal Housing Guarantee

## MASSLANDLORDS IS WORKING A MULTI-PRONGED STRATEGY TO HELP MEMBER BUSINESSES SURVIVE THE EVICTION MORATORIUM.

In May we continued our intensive work on a moratorium response. Regular readers will note the membership support both litigation and follow-up legislation, with legislation being the preferred first choice. To that end, we are working on enacting a statewide rent guarantee.



At our new member-facing page, Fair and Equal Housing Guarantee via Surety Bonds, we provide detailed steps members can take to help this effort. Participation has been good enough to take our Property Rights Supporter program to record participation. This combined with record membership and event participation has allowed us to add almost two full time equivalents to our budget.

We have also released the first results from our monthly rent collection survey. These two elements will serve as the foundation of our statewide campaign to enact surety.

Before that campaign begins, our full stack developer is adding needed payment functionality. Currently the Property Rights Supporter program takes credit card donations of predetermined amounts on a recurring basis. We will soon have the ability to take recurring and one-time donations of arbitrary amounts.

After our payment system is upgraded, we will launch our Fair and Equal Housing Guarantee website, the domains for which we have already purchased. This dedicated website will explain surety bonds in detail. The main idea is to guarantee that rents will be paid in the future, whatever COVID-19 and our response exacts on us in the meantime. This "deferred payment guarantee" is a highly desirable alternative to the wave of evictions we see coming, up to two full year's caseload the week the moratorium expires. Surety bonds would also provide a centrist counterpoint to the marginal but loud movement calling for rent cancellation.

The work to build a coalition around surety continues. The only obstacle seems to be the notion that \$50 million of RAFT funding is available and ought to be worked first. Despite RAFT's role as a useful safety net, we have serious concerns with advocating for RAFT at this time, not the least of which is the state budget shortfall. Whereas RAFT would be money out the door now, surety would require little to no up-front cost. Surety is a guarantee that we can sort out post-pandemic. It would have an enormous stabilizing effect out of proportion to its immediate cash outlay.

Please let us know if there are organizations who should be included in our surety bond coalition. Email us at [hello@masslandlords.net](mailto:hello@masslandlords.net). Conversations are active and ongoing. And become a Property Rights Supporter.

Stay safe,

**Douglas Quattrochi**

Executive Director

MassLandlords, Inc.

# Estimates of Post-Moratorium EVICTION FILINGS NOW EXCEED HOUSING COURT ANNUAL CASELOAD

**The housing crisis baseline combined with COVID-19 moratorium will likely result in one year's worth of eviction cases being filed the week the moratorium expires.**

MassLandlords has compiled a detailed estimate of the number of eviction filings expected when the Massachusetts eviction moratorium ends. The estimate begins with the "normal" rate of filings during the housing crisis and adds onto this survey data (consistent with rent collection data) for additional cases arising from COVID 19 and our governmental responses (hereinafter simply "COVID-19 and our response"). The number of filings will be not less than 30,000 if the state of emergency is lifted now, and not less than 70,000 if the state of emergency continues to January.

This range can be viewed in the context of normal caseload for a year, which is 30,000 cases. The uncertainty surrounding COVID-19 and our response ought to make policy makers sit up and take note at the need to pay arrears and/or open the courts.

## EVICTION MORATORIUM BACKGROUND

The Massachusetts eviction moratorium does not provide funding to pay rent arrearages, it simply sidelines the courts, preventing almost all mediation, filing and hearings. The moratorium lasts until either the moratorium expires (August 18) or 45 days after the Governor cancels the state of emergency, whichever comes sooner, unless extended by the Governor.

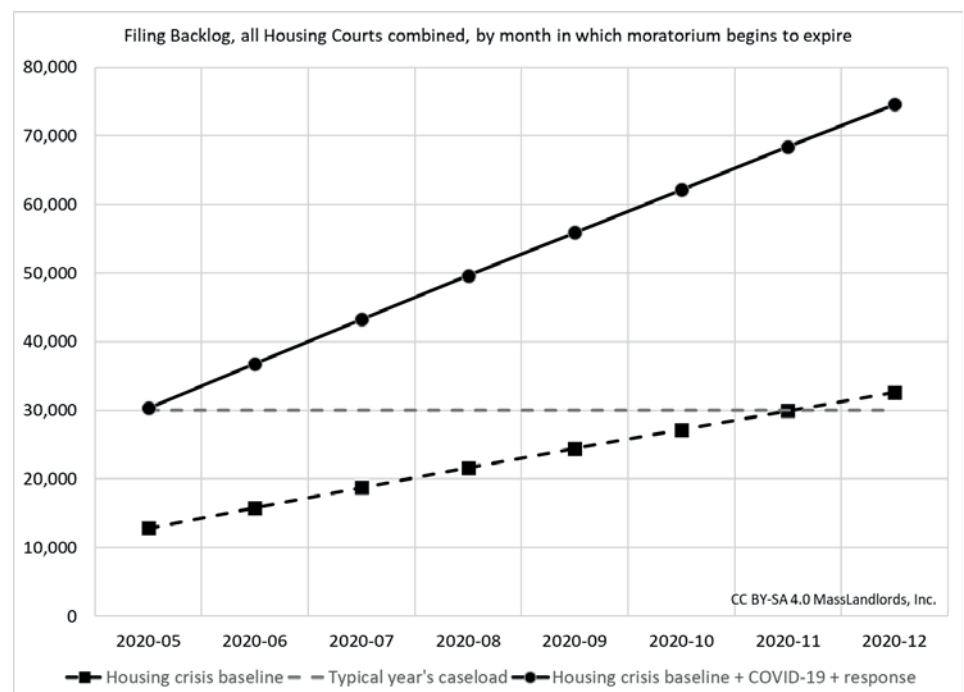
At time of writing, there was no indication from the Governor that the moratorium would be allowed to lapse. In other words, the moratorium is expected to last as long as the state of emergency, which is to say, as long as COVID-19 remains a concern.

## ESTIMATE ONE: HOUSING COURT DATA BASELINE

Massachusetts eviction data from the 12 months prior to the start of the state of emergency (March 2020) provide a look at the "housing crisis baseline", before COVID-19 and our response. Each month prior to the state of emergency, 2,500

summary process cases were filed each month statewide. If the economy were no worse under the state of emergency, then *at least* that many cases would need to be filed per the baseline in order to keep up with the housing crisis. Since we know the economy is much worse under the state of emergency, this number gives a lower limit of filings.

In addition, the Housing Court started deferring non-emergency cases March 13, 2020. Between that time and when the Massachusetts eviction moratorium was signed into law on April 20, 2020, 2,300 summary process cases were filed that are now continued



The number of cases that are expected to be filed, by month in which the moratorium begins to expire. Graph assumes expiration happens by Governor cancelling the state of emergency, which starts a 45-day clock before notices can be served, and 14 days before any cases can be filed. CC BY-SA 4.0 MassLandlords, Inc.



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(paused) pending resolution of the state of emergency.

If the state of emergency were fully lifted at time of writing (in May), it would be another 45 days before any notices could be issued, and at least another 14 days before any case could be filed. This would mean cases from March through July would still have yet to be filed, a total of 10,500 new cases from the baseline. Add to these the 2,300 continued cases.

***At least 12,800 cases are pending from activity unrelated to COVID-19 and our response. Each month that passes after May adds another 2,500 baseline cases.***

### ESTIMATE TWO: MASSLANDLORDS SURVEY DATA

Massachusetts rent collection data from participants in the MassLandlords rent collection survey show a cumulative March-May default rate of 19.2% (n = 3,030 unit-months). (Twitter followers note that this is down from the initial 30% preliminary data tweeted May 19.) Survey data may be biased toward nonpayment, but this result is consistent with various

other non-survey datapoints including a Wall Street Journal Zillow article (31% nonpayment by April 5) and RentHelper data. A separate MassLandlords survey "Eviction Moratorium Survey Results: 22% of Providers Unable to Pay for Housing" is also consistent.

According to the most recent census, there are approximately 1,100,000 renter households in Massachusetts, of whom approximately 143,000 live in state or federally subsidized housing and may be assumed stable for the purpose of this analysis. The remaining market households (957,000) currently do not receive any housing-related assistance (although they may receive unemployment, stimulus, etc.). If the 19.2% nonpayment scaled to these market households, then approximately 180,000 households are now in arrears despite stimulus.

How much of these arrears are normal? Data from the National Multifamily Housing Council Rent Payment Tracker show nationwide arrearage at 7% to be "normal" (April 2019). We therefore remove 7% from the 19.2% and consider 12.2% the

additional arrearage due to COVID-19 and our response (117,000 households).

What percentage of arrearages result in a filing? In Massachusetts, April 2019 saw 2,500 cases, or only 3% of "normal" arrears. If the 2019 ratio applies, then an additional 3,500 households per month will be triggering filings. Note that under the climate of COVID-19 and the eviction moratorium, landlords may decide less or more frequently to file evictions than at any other time. This inclination is not known and will likely vary by the individual.

***At least 14,000 cases are already pending due to COVID-19 and our response. Each month that passes adds another 3,500 cases due to COVID-19 and our response.***

### HOW DOES THIS COMPARE WITH HOUSING COURT CASELOAD?

The Housing Court staff are currently able to process 30,000 cases per year. The day the eviction moratorium expires, the entire backlog would likely be filed at once.

How likely? Landlord perception of the eviction moratorium is very poor. An April

16 survey of members (n = 116) showed a 50-50 split as to whether an eviction moratorium was a desirable public health response to COVID-19. Two-thirds of members opposed or strongly opposed the specific moratorium enacted. Landlords generally have not qualified for or received public funding, leaving eviction the only option to avoid insolvency.

If the state of emergency were rescinded at time of writing in May, such that the moratorium expires in June and the first notices were served in July, the Housing Court staff would be asked to handle a year's-worth of cases in that first week of filing. If the moratorium lapses in August, then 18 months' worth of cases would be filed in that first week. If the moratorium lapses in January, then two years' worth of cases would be filed in that first week.

The Housing Court will need to hire substantially, or else reduce the amount of work required to decide a case, or else extend case duration to many multiples of normal. Considering that Housing Court staff play an essential role in mediation and alternative dispute resolution, the eviction moratorium seems in retrospect to have been overly quick to sideline this entire branch of civil service. A variety of strategies could have already been employed to address many of these arrearages.

The District Courts (not elsewhere contemplated) process approximately 10,000 summary process cases per year. Cases that cannot be dealt with by the Housing

Court may be redirected to District Courts. It seems unlikely that District Courts will be any better equipped to ramp up for the deluge of filings.

### WILL OPENING THE ECONOMY HELP?

A return to normal economic activity will not impact the results for a May or June expiration, which already account for normal recovery from arrears. Note that the number of filings (30,000 for a May expiry) is below the total arrearage (180,000). Specific policies must be enacted (e.g., A Fair and Equal Housing Guarantee via Surety Bonds) to cover all unpayable arrears or else the backlogged cases will be filed.

Furthermore, until COVID-19 ceases to be a concern, certain economic activities will likely continue to be disallowed (e.g., restaurants, attendance at sporting events). These sectors will be entirely unable to offer dependent households a return to normal earnings, let alone an operating surplus to cover arrears. Many renter households operate in service industries that remain shuttered or else at reduced capacity.

### POST-MORATORIUM EVICTION FILINGS CONCLUSION

The disruption of the unfunded eviction moratorium has been severe.

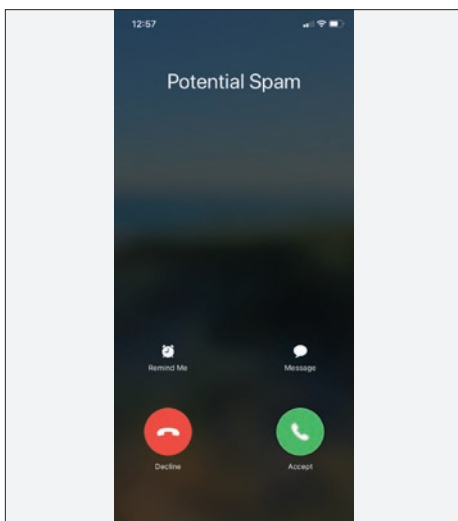
If the moratorium ends reasonably quickly without funding, then the Housing Court will need to double or

triple in size to process the backlog of cases with normal quality and duration.

If funding along the lines of surety is enacted, then existing arrearages would be covered as well as future arrearages, however long COVID-19 and the moratorium last. The shut-down of the courts could continue (at least as far as non-payment is concerned) without serious impact to owners or renters.

If funding is not secured and the moratorium remains in effect, the model will break when key assumptions are rendered inaccurate. For instance, there is no reason why the 3% file rate on arrearages should continue in the face of no public support. Landlords are entitled to file on 100% of arrearages, and may feel it best to file against both the renter and the Commonwealth for having exacerbated the magnitude of the loss. Hundreds of thousands of cases more than are estimated here are possible, potentially leading to disruptions to a third of the rental housing in Massachusetts. [ML](#)

Point your camera app here to read more online.



### ARTICLE YOU MAY HAVE MISSED

## Seniors: How to Spot a Coronavirus Scam

With a global pandemic forcing everyone indoors and essentially eliminating in-person social contact, senior citizens are in need of connection and information more than ever. Unfortunately, scammers are well aware of this, and are taking advantage of these vulnerabilities to try and cash in. [ML](#)

The full article can be found at: [MassLandlords.net/blog](https://MassLandlords.net/blog)



# OPEN LETTER TO Attorney General Maura Healey

Peter Vickery, Esq. Legislative Affairs Counsel

## A call to amend or withdraw a May 8 advisory to Massachusetts tenants and landlords containing misin- terpretations of Chapter 65, the eviction moratorium.

Dear Attorney General Healey:

On May 8, 2020, your office issued an advisory on residential evictions. Its interpretation of Chapter 65, the statute that limits the right of access to the courts for housing providers (landlords) ignores certain statutory language that is important, and reads into the statute language that is not there. I urge you to either amend the advisory or withdraw it.

### CHAPTER 65

Chapter 65 allows housing providers to file for summary process only where a tenant's criminal activity or lease violations "may impact the health or safety" of another person lawfully on the property or of the general public. But it bars housing providers from taking tenants to court for non-payment of rent. Under Chapter 65

(as opposed to the Declaration of Rights) no access to the courts is the rule, and the health/safety provision is the exception.

### STATUTE IN DEROGATION OF LIBERTY

Chapter 65 takes away a fundamental liberty, namely access to the courts, which (as I have mentioned elsewhere) is one of the liberties guaranteed by the Massachusetts Declaration of Rights. Here in Massachusetts it is well established that statutes in derogation of liberty should be strictly construed and interpreted narrowly. They should be narrowly tailored to serve a compelling and legitimate government interest and strictly construed to comply with requirements of substantive due process, as the Supreme Judicial Court held in the Matter of E.C., 479 Mass. 113 (2018).

In other words, if a statute takes away a basic right, the courts should interpret it narrowly so as to confine the damage to the individual's liberty interest. But the advisory says the opposite, i.e. that it is the fundamental right that should be narrowly construed:

"Evictions can be brought only where a tenant (1) violates lease terms or engages in

criminal activity, and (2) the violation may impact the health or safety of others who are lawfully on the premises. This exception is narrow and should only be used where there is a serious health or safety concern that can't otherwise be addressed."

That is not what the statute itself says. Not at all. First, the statutory language about impacts on health/safety applies not only to people lawfully on the premises but also to the general public.

### GENERAL PUBLIC

The statute expressly permits housing providers to issue notices to quit and to ask the courts to evict tenants whose criminal activity or lease violations "may impact the health or safety of other residents, health care workers, emergency personnel, persons lawfully on the subject property or the general public." The advisory omits this fact. So a reasonable reader would conclude that the statute does not allow the eviction of tenants whose actions in violation of the criminal law or the lease may impact the health or safety of the general public, which conclusion would be wrong. Based on this mistake, providers might well refrain from taking steps to



MAURA HEALEY  
ATTORNEY GENERAL

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**Attorney General Advisory on Residential Evictions**

address activities that they can—and should—lawfully address. I urge you to include the reference to the general public in a revised advisory.

### NOT A LAST RESORT

I also urge you to remove the statement that “this exception is narrow and should only be used where there is a serious health or safety concern that can’t otherwise be addressed.” Chapter 65 does not say “serious health or safety concerns” nor does it state that eviction must be the very last resort.

If the Legislature had intended to say that housing providers may ask the courts to evict tenants only where the criminal activity or lease violations “are likely to seriously affect the health or safety of another person and cannot be addressed short of eviction” it would have said so. But it did not.

More fundamentally, the right of access to the courts is guaranteed by Article 11 of the Declaration of Rights. The advisory chills the

exercise of this right by suggesting, wrongly, that housing providers should seek legal redress only as a last resort. The Housing Court has excellent staff and other resources for resolving difficult disputes, and your office should not be deterring residents from seeking access to them.

### CONCLUSION

The advisory ignores the fact that the statute allows housing providers to ask the courts to evict tenants whose criminal activity or lease violations may impact the health or safety of the general public. It also suggests that the health/safety provision “should only be used where there is a serious health or safety concern that can’t otherwise be addressed,” reading into the statute a provision that the Legislature did not adopt. In addition to leaving out some words and adding others, the advisory says that the right of access to the courts that is the “narrow exception,” which is not what the appellate decisions say about statutes in derogation of liberty.

On the contrary, according to precedent it is the liberty that should be construed broadly, and the exception to that liberty (in this case the barring of the courtroom doors for all but health/safety cases) that should be construed narrowly.

Accordingly, I respectfully request that you either revise the advisory to address the foregoing or rescind it entirely.

Sincerely,

Peter Vickery, Esq.



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# DELEADING RENTAL PROPERTIES in Massachusetts

By Kimberly Rau, MassLandlords Writer

## Deleading rental housing units should be a top priority for all Massachusetts landlords.

One of the largest issues for landlords who own older housing units (constructed prior to 1978) is lead paint. Lead paint is a health hazard, and Massachusetts is firm about requiring landlords to keep their rental units safe (and holding them responsible if someone gets sick). Since you cannot deny tenancy to someone because they have children, and you cannot rent a unit that contains lead hazards to anyone with children, landlords are put in a Catch-22: You must delead. The type of paint in your rental unit is not necessarily an indicator of whether something is lead-free. Both oil and latex paint may still have lead; only testing a sample can tell you for sure whether it is safe.

In this overview, we will address the history of lead paint, the laws you're bound to as a landlord and your options for creating a safe space for your tenants if your rental housing unit has lead paint.

### WHY DID WE EVER USE LEAD PAINT?

Lead paint was invented around the year 300 BCE, and came in three colors. Lead chromate gave us yellow paint, lead oxide yielded a red color, and lead carbonate provided white. It remained popular for so long because it was very dense and opaque, which provided incredible coverage and durability. The only problem is, it was also very deadly. Lead paint was banned in 1978, but plenty of older homes had — and still have — lead paint on the walls.

Unlike other naturally occurring metals such as iron or zinc, lead has no useful biological function for people. In fact, in high quantities, it can kill you. In lower quantities, lead can lower your IQ to an extent that may impact both earning potential and decision-making skills. Recent studies have corroborated the long-standing belief that people with lead exposure have a higher likelihood of committing a crime. Banning the sale of lead paint didn't do anything to remove the paint in older homes.



**Deleading is expensive, but must be done for units with children under age 6...and you cannot refuse to rent to families with small children.**  
License #123rf 34100280\_ml

### WHAT ABOUT ALL THOSE OLD HOUSING UNITS?

Recognizing that older homes would still contain lead paint, the State of Massachusetts enacted laws and regulations to ensure that rental homes would not put vulnerable people in contact with

lead paint hazards. MGL Chapter 111, Section 197 deals with tenant lead law notification and 105 CMR 460 outlines deleading procedures for landlords. The laws are working: Since their enactment in the 1970s, poisonings across every age group and population have gone down significantly, but there's still more work to do. For a brief history on the lead laws in Massachusetts, see the second section of [this article](#).

So what does that mean for you as a landlord? First, any house constructed prior to 1978 is assumed to contain lead paint unless proven otherwise. As a landlord, you are strictly liable for lead poisoning: If someone gets sick from lead paint, you can be held responsible to pay for it even without evidence. Under Massachusetts law, landlords are not allowed to refuse a rental to families on the basis of having children. If your rental unit has lead, you must delead it before allowing children to live there.

If you are looking to purchase a new property, be wary of realtors who check off "no knowledge of lead" for that property. That just means there's no evidence of it so far, but as a landlord, you cannot have a child under the age of 6 living in a rental housing unit with lead hazards whether known or unknown. For more information, visit the state's site for the [Childhood Lead Poisoning Prevention Program](#).

As a reminder, lead hazards may also be present in pipes, soil, daycares, and aviation fuel—but it's still on you if someone you're renting to gets poisoned, unless you have a deleading certificate for your property. If you do, the renter must provide evidence that the lead exposure came from your rental unit.



### A STOP-GAP MEASURE: THE LETTER OF INTERIM CONTROL

Deleading is the best long-term solution for any landlord. But it's expensive and time-consuming. Fortunately, you don't necessarily have to do it all at once. Doing something about the problem is better than ignoring it entirely. A Letter of Interim Control, while not the same as a deleading certificate, will give you two years to triage and alleviate the worst of the problems.

The process works like this: You do the most urgent work and get an interim inspection. After two years, repeat the deleading process fully to finish the project.

Long-term, however, you are going to need to get a letter of deleading compliance. This letter states that at the time it was written, your property had no lead hazards present. For the letter to remain valid, you must keep your rental unit in compliance.

### STARTING TO DELEAD YOUR PROPERTY

Whether you're planning to tackle the issue all at once, or looking to triage your issues over a couple of years, all deleading journeys start with a property inspection. Once you know what the issues are, you can start addressing them.

That initial inspection will examine the interior and exterior of your property, including all walls and painted surfaces. A proper inspection will measure lead levels with a specialized XRF gun, not an unreliable chemical kit from a retail store. The results of this inspection will also indicate whether the lead abatement process will be low, moderate or high risk.

After your inspection, it's time to start with removal. This goes for people seeking a deleading certificate or a letter of interim control. You may opt to hire a deleader (and if your activities are high risk, you do not have the option of doing it yourself). This can cost up to \$30,000 depending on the scope of the project.

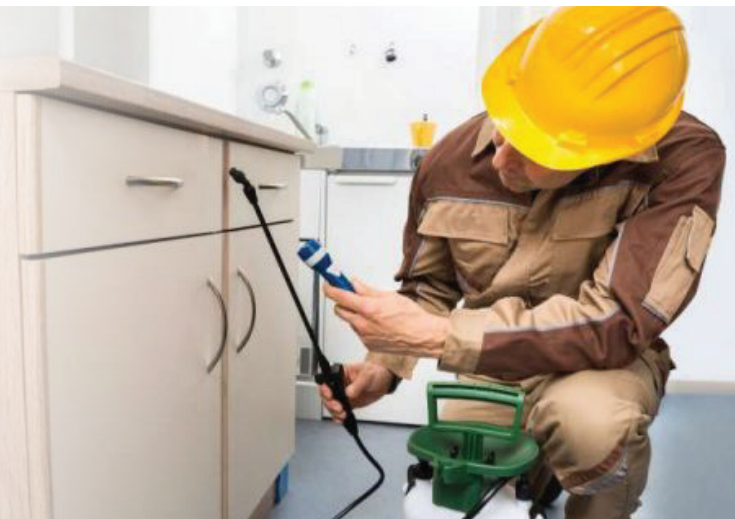
The statewide average for deleading hovers around \$6,000 per unit.

If your deleading activities are classified as low- or moderate-risk, you may opt to become trained in deleading and fix the problem yourself. Low-risk activities will require you to pass a test to be able to get credit for deleading; moderate-risk jobs will require you pass a course first. This may or may not be worth it to you, depending on how much time you have to address the problem.

### WHAT OPTIONS DO I HAVE FOR DELEADING MY PROPERTY?

Depending on the results of your inspection, what has to be done to get your property in compliance will vary. If you are seeking a letter of interim control, you won't be completing everything at once. If you are looking for your property to be certified as deleading compliant, you will be doing everything at this point.

One option is to remove whatever object contains lead. This is simple



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enough if it's a door or door trim. It's also a viable option for some walls. You just have to take it out and replace it with something that doesn't contain lead.

If the object with lead cannot easily be removed (think ceilings or sheetrock), you may be able to cover it instead. A new dropped ceiling will "cover over" an old lead-covered plaster ceiling and bring the whole ceiling into compliance.

A third option is to use special encapsulant paint and completely surround the surface that contains lead.

Finally, you may be able to scrape or chemically remove the lead and then repaint. Special architectural elements may be removed and dipped; doorjambs can be scraped. The route you take will depend on the problem you need to solve.

If you are not seeking a letter of interim control and are completing things all at once, then once you are done with everything, request a final inspection and certificate. At that point, you must remain in compliance going forward in order to remain certified.

It's important to note that following the EPA's RRP (renovation, repair and painting) guidelines is not the same as deleading your property. RRP regulations are designed to contain lead dust when performing work not related to deleading. For example, if you need to repair a broken pipe that is behind a wall covered in lead paint, you would use RRP to safely cut into that wall to do your repair. But work done by an RRP renovator does not equal deleading compliance, and in fact could hurt your property's chances of ever being considered "delead."

Only a state-certified deleading process can get you a deleading certificate. If you use RRP procedures to try and "renovate away" the lead, your property could be blacklisted. In other words, you will never be able to get a deleading certificate for your property.

#### WHEN SHOULD I DELEAD?

The best time to delead is during your next vacancy. This saves you money, of course, and may be faster.

However, sometimes that isn't an option. For example, if a tenant of yours announces that a baby is on the way, you must delead before the baby is born. (Ideally, delead immediately.) If a renter is about to adopt a child under the age of 6, you must delead. You cannot tell or ask your renter to leave, or try to persuade them. You cannot pay them to leave, and you cannot ignore the issue. If you do any of this, you'll be discriminating against them or violating the lead laws. Deleading is the only way to go.

You can accomplish this by relocating your tenant for the duration of the project (at your expense) or relocating them for the day if possible. If done properly, using the legally required plastic containment is safe.

#### WHAT ARE THE REQUIREMENTS FOR DELEADING MY PROPERTY?

In 2017, the state of Massachusetts revamped its deleading regulations. The seven major changes were a downscope



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to accessible “mouthable” areas; deferring to the American Society for Testing and Materials (ASTM) for encapsulation; the addition of friction surfaces; lowering the lead paint level; requiring two inspections for chemical stripping; and a reduction of notice delays.

The results varied. We’ll look at each of the changes and what they meant for landlords.

### Downscoping Accessible/ Mouthable Areas

Before December 2017 “accessible/mouthable” areas in a residence (i.e., areas small children are likely to be able to access and potentially put their mouth on) included the outside corners of walls, doors, door jambs and casings, window casings, balusters, tread and risers, thresholds, lattice work, columns 6 inches or larger in diameter, clapboards and shingles, and masonry.

With the downscope, mouthable areas were limited to window sills five feet or less from a floor, stair tread or the ground; hand rails and railing caps. This resulted in deleading costs to landlords lowering by 40 percent.

### Lowering the Blood Level

Prior to December 2017, the lead blood level that indicated poisoning was 25 micrograms per deciliter. After that, the level was lowered to 10 micrograms per deciliter. That led to a tenfold increase in the average number of “poisonings,” in the legal sense. Lowering the blood lead level did not come with any additional funding for landlords. There is no defense possible without a lead certificate. This new lower blood lead level, combined with the reduction in accessible/mouthable surfaces, means deleading is now more important and more affordable than ever.

### Deferring to the ASTM

Prior to the changes, Massachusetts had state-specific regulations for encapsulation of lead hazards. Starting Dec. 1, 2017, it began deferring to the ASTM’s regulations. This allowed landlords to use encapsulants for outdoor lead remediation.

### Friction Surfaces

The 2017 changes stated that door edges, door jambs and stair treads are lead hazards and must be delead at all points of potential friction where components touch. Stair treads must be abated entirely from baluster to wall or can be covered up. Encapsulation is not allowed.

### Lower Paint Lead Level

This change, which was not subject to public comment and review, lowered the acceptable level of lead found in paint from 600 parts per million (ppm) to 90 ppm. This effectively raised the number of paint samples that would now “test positive” for lead and could override the cost savings from some of the other changes.

### Two Inspections for Chemical Strippers

The 2017 changes noted that chemically stripping something is a “high risk” deleading activity. If chemical stripping is used, the woodwork must be inspected once the wood is bare, and again once it is repainted. This includes wood treated with off-site dipping processes.

### Shorter Notice

For vacant or owner-occupied properties, landlords are still required to notify authorities of deleading. However, there is no waiting period before you can begin work. This could potentially save landlords money, as you will not be waiting with a vacant unit until work can begin, and jobs may be completed faster.

### MAINTAINING COMPLIANCE

Once you have delead, you need to keep the property in compliance. If all lead was removed, compliance is effortless. If encapsulants were used, that encapsulant paint must remain in perfect condition or else be repainted. Any peeling or chipped paint is considered non-compliant, and you will have 30 days to fix it. Use proper deleading protocols to remedy the issue. No re-inspection will be required.

Depending on your municipality, your local Housing Authority may require an inspection within the last 10 years to maintain your letter of compliance. Check your local regulations to ensure your property stays in compliance.

### FINES

If you’re thinking of getting around the lead laws by simply ignoring them, or rejecting families with small children as tenants, think again: Penalties for discrimination and flouting the law are severe.

Regarding discrimination: If you tell a family with children that your unit is not delead, refusing them tenancy, you will be in violation of the state’s anti-discrimination laws. The first offense will cost you \$10,000; a third offense will set you back \$50,000. You can read more about anti-discrimination housing laws, and the penalties for violating them, [here](#).

If you violate the lead paint laws, the penalties for that are just as steep. As we [reported a few years ago](#), landlords who were found to be in violation of the lead paint disclosure laws faced thousands in fines. One Boston landlord was looking at around \$84,000 in fines for multiple properties, and that was just for paperwork violations.

### DELEADING CONCLUSION

In conclusion, ignoring the problem of lead paint is something that will catch every landlord sooner or later. The best practice here is to delead during your next vacancy and avoid the headache of an unplanned project or the extreme costs of lead poisoning. The strict liability is on you, the landlord, at all times. Train to DIY if you want, make a certificate of deleading compliance your goal, maintain that compliance and never paint with very old paint. Lead is a legitimate health hazard and deleading as soon as possible should be a top priority for Massachusetts landlords. [M](#)

Point your camera app here to read more online.



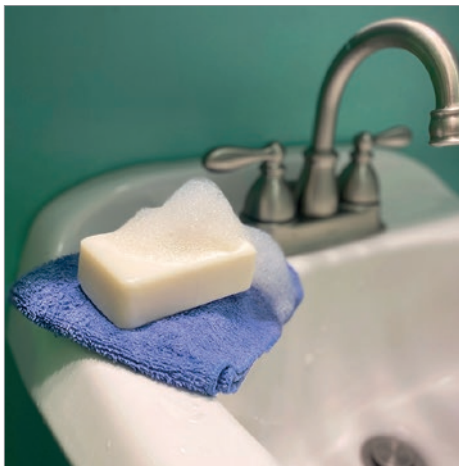
# Your Rental Units are Clean, **BUT ARE THEY CORONAVIRUS CLEAN?**

By Kimberly Rau, MassLandlords Writer

## A little soap goes a long way towards defeating the novel coronavirus.

There's lots of talk (and rightfully so) about hand washing and hand sanitizing to protect yourself and others from the coronavirus. But what about cleaning? What should you tell your tenants about keeping their units clean to prevent the spread of disease?

How long COVID-19 can live on surfaces, such as countertops and cardboard, is uncertain, and information changes frequently. A study from the New England Journal of Medicine was able to show that test quantities of the virus survived in detectable quantities for at least three days on surfaces such as plastic and stainless steel. Virus particles degrade with a predictable "half life," such that large droplets will last longer



Approved cleaners can be used for cleaning and disinfecting surfaces, but the novel coronavirus can easily be killed with old-fashioned soap and water.  
CC BY-SA MassLandlords

than small ones. What does this mean for, say, kitchen countertops and bathroom faucets? What about cell phones and remote controls, or soft-surface things you can't put in the laundry?

The CDC has published an extensive article on how to clean and disinfect surfaces in the face of this pandemic. The site notes that the primary transmission method for coronavirus is through respiratory droplets (cover your sneezes and coughs!). Still, the CDC recommends you clean visibly dirty or contaminated surfaces, or disinfect them if cleaning is not possible.

### CLEANING VS. DISINFECTING

It's important to note the differences between cleaning something, disinfecting it and sanitizing it. (Sanitizing kills or reduces bacteria, but does nothing to kill things like viruses, so we don't focus on it here). Cleaning and disinfecting are both key components of keeping your home virus-free.

Cleaning removes dirt and other impurities, including germs, from a surface. Twenty seconds of contact with soap and water will kill the novel coronavirus. Soap molecules are comprised of two parts: a head that bonds with water and a tail that avoids water and instead bonds with oils and fat. The coronavirus is surrounded by a protective lipid (fat) barrier. The soap molecules wedge themselves into the lipid membrane and break it apart. This destroys the virus. At that point, the soap traps dirt molecules and the destroyed parts of the virus, and those tiny bubbles are washed away with water.

Disinfecting uses chemicals to kill germs on surfaces. It doesn't necessarily

clean a surface (if you've ever used hand sanitizer on dirty hands, you understand the difference), but it will kill the coronavirus. As an aside, despite its name, hand sanitizer that contains at least 60 percent alcohol will kill the coronavirus.

### HOW TO CLEAN

The CDC recommends that you clean or disinfect "high-touch" surfaces every day. Your tenants should focus on things such as tables, hard-backed chairs, doorknobs, light switches, remote controls, handles, desks, toilets and sinks.

If your tenant is concerned that someone with coronavirus has touched something in their home, they should wear single-use gloves to clean and disinfect. If tenants must use reusable gloves, they should only be used for cleaning and disinfecting these surfaces, and nothing else. Tenants should wash their hands after removing the gloves.

To clean surfaces, simply use water and detergent or soap to kill the virus and remove surface dirt. Paper towels may be used, or cleaning rags. Just wash them afterwards.

For soft surfaces, use an appropriate cleaner for that surface. Remove any visible contamination before cleaning. After that, the CDC recommends laundering them in the warmest possible water, if possible. If laundering is not possible, it suggests using products with EPA-approved emerging viral pathogens claims to disinfect. A list can be found here.

### TO DISINFECT

There are some surfaces you can't expose to soap and water. This may include



electrical equipment, remote controls, or cell phones. You may also be concerned about contaminants that soap may not be able to kill. In those instances, you want to disinfect instead. The CDC notes that diluted household bleach solutions, alcohol solutions containing at least 70 percent alcohol, and most common EPA-registered household disinfectants should work for these purposes.


Use bleach solutions only on surfaces that they will not ruin. A bleach solution can be made by combining 1/3 cup of bleach with a gallon of water.

Mind your EPA SARS-CoV-2 contact times: surfaces must remain wet for an extended period, depending on chemical,

before the virus will degrade. It's not as easy as wiping once.

#### A NOTE ON LAUNDRY

Finally, if there is any concern about coronavirus being present on clothes, the CDC cautions that shaking out laundry prior to putting it in the machine can spread pathogens in the air. Follow the manufacturer's instructions for the articles of clothing, using the warmest possible water. Then, make sure to clean and disinfect any laundry hampers or baskets that came in contact with the clothing.

When unable to clean, quarantine. Even large amounts of the virus will degrade to nothing given enough time. 

Point your camera app here to read more online.



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# FAIR AND EQUAL HOUSING GUARANTEE via Surety Bonds

By Peter Vickery, Esq., Legislative Affairs Counsel

**Chapter 65, the Massachusetts eviction moratorium, is a one-sided unfunded mandate that in effect requires landlords to provide housing and pay for it too.**

At MassLandlords we have a solution to a problem that coronavirus created and the Legislature and Governor exacerbated. First, before presenting the solution, let me describe the problem.

## PROBLEM: UNFUNDED MANDATE

The eviction moratorium prevents landlords from enforcing rent collection, but we are still forced to provide and maintain housing.

Imagine if the Commonwealth required you to go to work for your employer every day, but did not let you ask for the money or take them to court if they failed to pay you!

Or imagine that the Legislature passed a law requiring every municipality to build and operate a 5-star hotel (replete with spa) solely for state representatives and senators to stay in should they happen to be passing through. For the new law to take effect, the Commonwealth would have to provide the funding. Otherwise it would constitute an unfunded mandate, and a town or city could go to court for an order exempting it.

That is similar to the predicament many MassLandlords members find themselves in as a result of Chapter 65, the eviction moratorium. Landlords have to provide a service but without any guarantee of payment. Yes, Chapter

65 says that tenants are supposed to pay rent. But if they do not, the landlord is not allowed to send a notice to quit (or even a request that they vacate), still less go to Housing Court to ask the judge to evict them.

Providing shelter during the COVID-19 pandemic is an essential public service. That was the reason for the eviction moratorium law that the Massachusetts Legislature passed and Governor Charlie Baker signed on April 20. As Senator Brendan Crighton, co-chair of the Joint Committee on Housing, said, "If we're telling people to stay at home, they need to have a home to stay in."

That sounds fair enough.

If the government decides that it is in the public interest to keep people housed, then it is fair that nobody should face eviction for nonpayment of rent. But only if the public as a whole picks up the tab. If the burden falls only on the people who provide the housing – people who have their own bills to pay – then it's **not** fair.

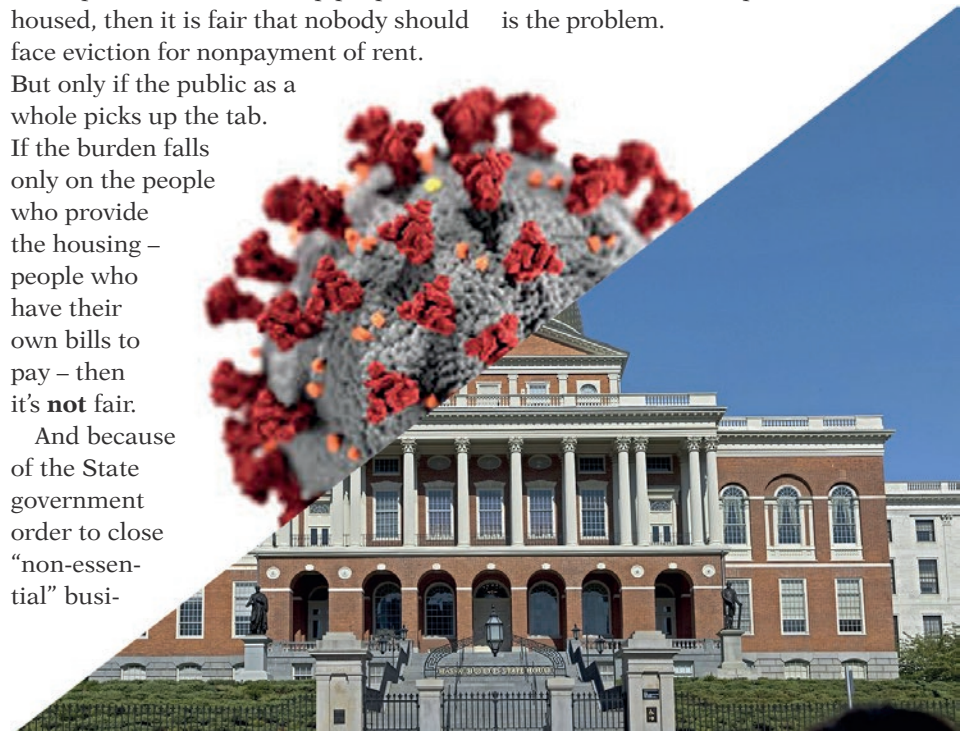
And because of the State government order to close "non-essential" busi-

nesses, more than one million people in Massachusetts have been unemployed. As a result, many are unable to afford to pay rent.

Who pays the rent for them? In effect, it is the people who provide the housing, i.e., the landlords.

Chapter 65 requires landlords to provide tenants with housing, but if the tenants can't pay the rent then it is the landlords who have to absorb the loss. In effect, landlords are both providing a public service (housing) and also paying for it.

And that unfunded mandate is where the current law falls short. It is tantamount to taking private property without compensation, which both the State and Federal Constitutions prohibit. That is the problem.



A Fair and Equal Housing Guarantee via Surety Bonds would fund the COVID-19 eviction moratorium. CC SA Fcb981 MassLandlords.



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## SOLUTION: FUND THE MANDATE

The principle behind the MassLandlords solution is simple: fund the mandate by guaranteeing the rent. In other words, provide reasonable compensation for the taking.

We called our proposal the Fair and Equal Housing Guarantee to highlight the fact that the current law is *unfair* and *unequal*.

Chapter 65 treats one group of people (tenants) fairly, and another group (landlords) unfairly. It guarantees some people a place to live without guaranteeing anything to the people who own and pay for that place. And although according to our Constitution we are all equal in the eyes of the law and entitled to its equal protection, Chapter 65 denies landlords equal protection; it expressly prohibits them from taking tenants to court for nonpayment. But renters can take landlords to court for not maintaining a clean and sanitary dwelling.

In contrast, our rent guarantee would treat tenants and landlords fairly and equally. It would have the Commonwealth underwrite a bond and thereby stand

as surety for renters who cannot afford to pay rent.

We are not talking about municipal or treasury bonds here, by the way. This kind of bond has nothing to do with the stock market. A surety bond is an industry standard practice to guarantee rental agreements. Think about it like insurance for unpaid rent.

A surety bond is a guarantee that if one party to a contract does not perform its obligations (e.g., a tenant fails to make timely payments) an outsider will do so. In this way, the other party to the contract (the landlord) does not lose out. We propose that private companies, licensed and approved by the Commonwealth, would offer bonds for landlords to purchase by paying a premium. The Commonwealth would reimburse the landlord for the price of the premium. If the tenant defaults, and the landlord is not able to obtain judgment or enforce the judgment (because of an ongoing eviction moratorium, for example) the company pays the landlord a sum of money equal to the unpaid rent. Then the Commonwealth reimburses the company.

## CONCLUSION

The current law is a one-sided unfunded mandate. Under Chapter 65, landlords *must* provide housing but *must not* go to court to enforce the obligation to pay rent. With our Fair and Equal Housing Guarantee, landlords would continue to provide the public service *and* get paid. Landlords would provide something that the Commonwealth has deemed essential public good, namely stable housing, and the Commonwealth, i.e., the taxpayers as a whole, would both promise to pay if the tenants do not.

That's treating both landlords and tenants fairly and equally, don't you agree? [M](#)

Point your camera app here to read more online.



## It's Time to Talk about SUMMER FIRE SAFETY IN MULTIFAMILY UNITS

**With more families staying at home due to coronavirus, it's important to have summer fun safely.**

As of publication, the state of Massachusetts was still in the very early stages of "opening up" after a months-long stay at home order due to the coronavirus pandemic. With summer beckoning, and large public gatherings still off-limits, many families are going to be looking for ways to have fun at home.

But some summer activities have the potential for disaster in multifamily units, where some tenants may not have



**This grill fire in Indian Harbour Beach, Fla., led to damage to all three floors and many people becoming homeless. Photo Credit: Indian Harbour Beach Fire Department**

easy access to yard space. For example, in multi-floor units where residents may not have easy yard access, some people

may try to have a cookout using a grill on a covered upper floor deck. Still others may be tempted to purchase and light off fireworks. Review our article, "Summer Fire Safety for Multifamilies," and make sure your renters know how to avoid disaster this summer. [M](#)

Point your camera app here to read more online.



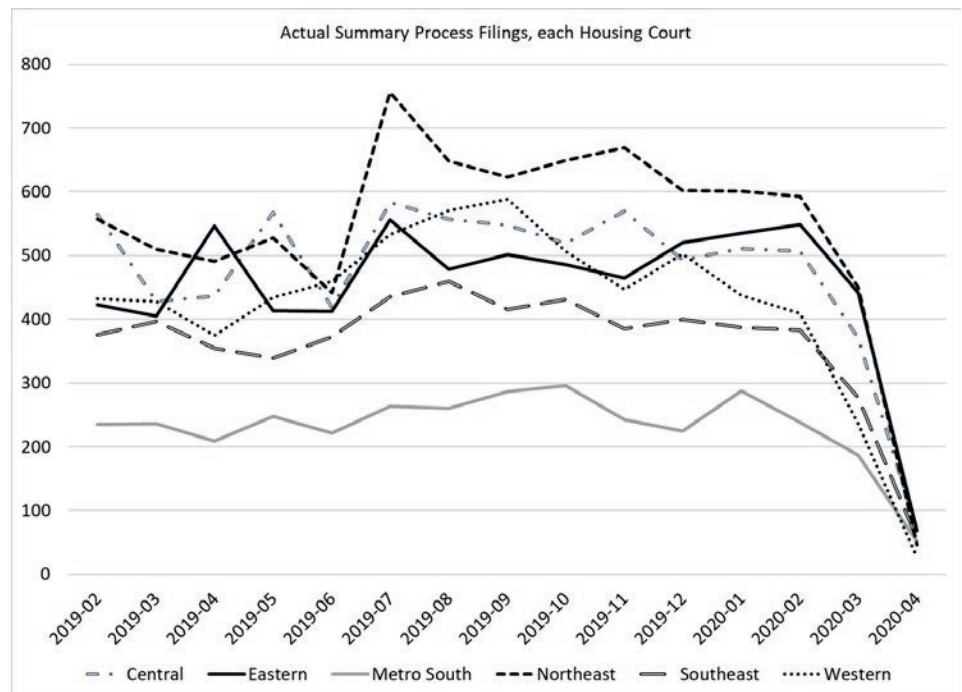


# MASSACHUSETTS EVICTION DATA

## and Housing Court Statistics

### Detailed Massachusetts eviction data including Housing Court summary process case filings.

As of May 2020, MassLandlords now compiles eviction data monthly. The Massachusetts eviction process is called "summary process." It is not legal for a landlord to evict a renter without filing for "summary process." These filings are a public record and can be inspected in detail or in aggregate by anyone. The eviction data we are now compiling add detail to the Massachusetts Trial Court statistics released each fiscal year. For instance, the trial courts show total summary process filings each year. MassLandlords now compiles total filings by division by month.



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## SUMMARY PROCESS IS NOT FORCED MOVE-OUT

Note that summary process is the legal term for “eviction,” but the overwhelming majority of summary process actions end *without* a forced move-out. For instance, many landlords and renters mediate in court and agree to a payment plan. Other mediated agreements might include a voluntary (non-forced) move-out at a mutually agreeable date in the future, sometimes months or a year after. Note also that a host of individuals intervene with the purpose of preventing forced move-outs. Help comes from Residential Assistance for Families in Transition (RAFT), the Tenancy Preservation Program (TPP), and even judges themselves when they enforce the law on sanitary code conditions, security deposits, and much more.

The confusion between forced move-outs and summary process actions has been worsened by misreporting. As an example of such misreporting, we detailed the Boston Globe’s carelessness in “Global (Over)Reach: Boston Globe Stokes Eviction Fear with Falsehoods,” April 19, 2019.

### ***Summary process filings result in a forced move-out only about 10% of the time.***

Note that these data do not consider non-judicial resolution. For instance, “cash for keys” is a lawful non-judicial resolution for which we have little data. In a “cash for keys” arrangement, the landlord and the renter agree to part ways without the need for legal assistance. To

give another example, “lockouts” would be an unlawful non-judicial resolution. Every lockout can be reversed by law enforcement. (If you believe you have been locked out of your apartment by your landlord, call the police.)

This eviction data includes only court procedures.

## SUMMARY PROCESS FILINGS, EACH HOUSING COURT, BY MONTH

Spring 2020 Housing Court filings dropped by 99.8% below long-term averages, from about 2,500 cases per month to approximately 10 cases per month statewide, due to the eviction moratorium.


Note that up to one-third of summary process filings are filed in District Court and are not counted here.

## PREVIOUS EVICTION DATA: EVICTION STUDY FOR MASSACHUSETTS PART ONE

In 2016, MassLandlords published “Eviction Study for Massachusetts Part One”, a detailed assessment of 8,000 cases filed in Housing Court in 2014. This study of eviction data produced several key findings. There were statistically significant differences in the length, and therefore the cost, of evictions in Housing Court vs. District Court. For instance, a case filed in District Court was 30% more likely to end before an unpaid rent judgment reached \$1,500, whereas a case filed in Housing Court was 18% more likely to accrue over \$10,000 in unpaid rent.

The study controverted a then-frequent renter advocate refrain. Advocates used to say that evictions could be accomplished in as little as seven days, intending to argue that evictions were not lengthy. The eviction study clearly demonstrated that the average court time was 38 days, with the longest being one year, three months, two weeks and two days before the landlord was finally awarded possession. The seven-day eviction timeframe applied only to mediated agreements for judgment.

The study placed court duration in the context of notice and repair time, which for a landlord adds to length of an eviction above and beyond court time.

The cost and delay associated with a court eviction mean that most mom and pop landlords attempt to negotiate with renters rather than filing for eviction. 

Point your camera app here to read more online.



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# HOW TO ADVERTISE APARTMENTS:

## A Guide to Landlord Advertising Online

**Landlords must know how to advertise apartments to get your pick of applicants. This article will give detailed tips and tricks.**

### LANDLORD ADVERTISING STRATEGIES

The strategies for how to advertise an apartment fall into three main categories:

1. Personal network
2. Local advertising
3. Digital advertising

The “personal network” approach, used exclusively by a small but persistent minority, involves sending out feelers to friends, family and coworkers. It works for some. But too often, the trust you give to your network leaves you lackadaisical with screening and may land you with a problem tenant. “Local advertising” refers to ads that don’t exist anywhere but at a specific place, such as a newspaper, flyers at the local coffee shop or a lawn sign. It can be effective for landlords in high traffic areas but requires more time and footwork than the digital approach. The focus of this article is on “digital advertising” with an update regarding Zillow. Digital, or online, advertising is where you get the greatest bang for your buck.

With digital advertising, you don’t have to bother your personal network, and you don’t have to put up signs or flyers. It can be coordinated right from your home or office.

### WHERE TO ADVERTISE APARTMENTS ONLINE

You might be one of those lucky landlords with enough business to own and operate

your own website. It can be very valuable for brand recognition to have tenants refer their friends to your site and to put your listing up there. But unless you’re truly large in scale, you won’t get enough traffic this way.

### WHAT ABOUT SOCIAL MEDIA MARKETING?

Social media marketing probably falls under the same category as having your own website. It takes a lot of time and attention to build up a following, and it won’t make sense for landlords until they get into the hundreds of units.

If you have a Facebook page, you can pay for an ad. Facebook ads can appear in front of a thousand people for about \$10–\$15. But think about how well the ad will be received. Are people on Facebook because they’re trying to find an apartment, or because they’re having fun with friends? Better to put your ad in places where they’re ready to pick up the phone and call you. Facebook marketplace is a new exception that we will cover in the future.

### ADVERTISING ON RENTAL WEBSITES

For several years, the standard online apartment advertising sites were apartments.com and Craigslist. Several other sites have also joined the rental and real estate market, including Facebook.

However, since we last updated this article, Zillow Rental Manager has pushed Craigslist out of the picture for all up-market rentals. The general rules of marketing are the same, but the Zillow Group’s practices have created new challenges for landlords and renters alike.

Apartments.com continues to be geared toward luxury apartments. Check out the

pricing on apartments.com, though. A 30-day ad can cost as much as \$80. And how much attention will your ad get? It’s hard to say, but Zillow, which is free to use, has definitely eaten into the online viewer share of apartments.com.

### ADVANTAGES OF LISTING ON ZILLOW

The Zillow Group started as a real estate database, focusing on price estimates and real estate brokerage. Since then, they have grown into the rental space. Their traffic and presence in the rental market is enormous, and listing an apartment there will generate lots of inquiries.

Zillow Rental Manager describes itself as “the simplest way to manage your rental.” They offer to distribute a single listing on three platforms: Zillow.com, Hotpads, and Trulia. They will take renter applications for you. They will even accept rent payments for you.

Zillow Group offers push-button responses to ads on their platform. For example, a renter who likes your apartment can click “Schedule a showing” to send the message, and “Applicant is requesting a tour” with times and dates of their choosing provided for you.

A different button sends a message stating, “Applicant requests an application,” which will guide you through the process of paying for Zillow’s screening services.



CC BY-SA Wikimedia

A third button allows a renter to type a custom message under the subject “Applicant is requesting information,” to which you can reply via email or get their phone number to text or call them.

This is all very simple! But simple is not always better, especially in Massachusetts.

### WHY ZILLOW GROUP DOESN'T UNDERSTAND RENTALS

The real estate brokerage activity out of which Zillow grew is a fundamentally different activity from rental operations. Both have life-changing amounts of money at stake. But whereas rentals demand one-on-one communication, brokerage works through intermediaries.

In the purchase or sale of a house, the buyer and seller must communicate for a period of approximately one month, and then will probably never speak to one another again. In many cases, buyers and sellers never directly interact, communicating through their agents only. They don't know one another, and there's no harm to be caused by damaging a relationship, being unscrupulous, or picking a buyer/seller with no future prospects. The agents are incentivized to close the deal. They will paper over or mitigate relationship issues to give the buyer and seller what they want: a single transaction.

When renting an apartment, however, the prospective resident and landlord are agreeing to enter into a long-term, possibly decades-long, business relationship. Landlords and renters must be able to communicate on the same wavelength, respectfully and openly, day after day, month after month, year after year. They must know one another and decide to remain in business together. There is tremendous harm to be caused from high-pressure tactics, wrongdoing, or signing with a renter or a landlord on the financial brink, that is, someone who may not succeed long-term.

### UNDERSTANDING THE FLAWS OF ZILLOW RENTAL MANAGER FOR ADVERTISING APARTMENTS

Push-button systems like those used by Zillow Rental Manager and Facebook have several disadvantages when it

comes to advertising and meeting prospective renters.

First of all, telling renters what to say or how to introduce themselves makes all renters look the same, giving them little chance to differentiate themselves in a crowded marketplace. Renters are having a hard enough time getting good apartments. Where's the renter who connects with your kitchen? Or who loves your yard? Or who says your building is just down the road from their work, school, or gym? These renters are now gone, with any custom messages watered down by a pre-filled template.

Second, the push-button system creates an expectation that you can get an apartment online, without ever talking to anyone involved in the management of the building. There may be properties that operate this way, but this ought to be strongly discouraged. There is no combination of buttons that will explain the loss of a job, negotiate a payment plan, or avoid eviction. Renters need to be able to build a relationship with their manager, and this should start with the application and a phone call.

Third, Zillow's automation has resulted in a marketplace flooded with redundant ads. For up-market renters, Zillow's gloss makes Craigslist look scammy. And instead of solving Craigslist's long-standing problem of redundant listings from different agents, Zillow has multiplied it three times over. Renters see the same apartments listed over and over again, on sites that look different but aren't. Zillow.com, Trulia, and Hotpads are now all running off of Zillow's database. That's convenient for the landlord, who can list an apartment in three places instead of one, but frustrating for prospective tenants.

Fourth, Zillow's automation has resulted in a marketplace flooded with junk leads for landlords. The push-button system, while designed to save time, ends up requiring extra time and attention from landlords, who now have to respond to leads that are not sufficiently qualified.

In some cases, Craigslist ads, without push-button automation, provide a superior qualifying process. The ad is placed, interested respondents reply by email, phone or text, and landlords may

then begin the qualifying process customized to each response. But up-market rentals will no longer get attention on Craigslist. Zillow Rental Manager must, and should, be used.

### HOW TO MANAGE ZILLOW RENTAL MANAGER LEADS

MassLandlords staff and a volunteer tested Zillow's lead management for a September 1, 2019, move-in date. We used Zillow's applicant contact details to try to direct applicants into our offline leasing process. The offline process follows MassLandlords' recommendation: first, a phone screen with hard disqualifiers on things like move-in monies and smoking; second, a tour; third, an accessible paper application. We sent customized emails, text messages and phone calls over a period of four weeks from mid-July to mid-August.

Email fared the worst. We sent 26 stock pre-screening questionnaires to 26 applicants and asked them to reply via email. “Thank you for your interest in ADDRESS. Please fill out the questionnaire below and we'll set up a showing once I receive this back from you.”

Four of the email recipients replied, reflecting a response rate of 15 percent. There are several possible reasons why the response rate was so low. Some of the button-pushers were likely “shotgunning,” a practice of spamming every landlord to find one with light screening practices or easy tour policies. Our questionnaire indicated we were not for them. Some of the emails we sent likely landed in spam folders, as we were sending via Zillow's system. Still more would have been uncomfortable emailing information like their household income (we did not ask for any personally identifiable information) to a stranger. With all of these factors and others contributing, 85 percent of these leads ended up classified as junk.

Text messages fared middling. We sent 35 SMS messages to 35 applicants asking them to call for more information and a tour. “Hi NAME, I got your message on ZILLOW/HOTPADS/TRULIA. Please call me about the ADDRESS apartment at PHONE NUMBER. LANDLORD\_NAME (landlord).” Fifteen of these renters

ended up engaging over text, a response rate of 43 percent. Text messages generally do not go to spam, are not lost in a sea of email and are perceived as more trustworthy because it's generally harder to get a phone number than an email address.

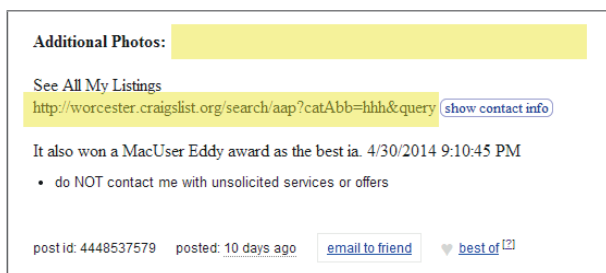
Actual phone calls fared best. We made 21 calls. If we didn't get through, we left a voicemail with our name, number, the address of the apartment and the desire to get more information and schedule a tour. We had conversations with 11 applicants, a response rate of 52 percent.

Based on our testing experience, the optimal way to manage Zillow leads is by responding to applicants with phone calls. That's a fortunate result. Phone calls allow the best opportunity and most flexibility for initial applicant screening. That is, you can gather more credible information about a rental prospect through a phone call than you can via email or text.

## WHY CRAIGSLIST ADVERTISING MIGHT STILL MAKE SENSE FOR SMALL LANDLORDS

Craigslist might still make sense for you. The site generates massive traffic, but there's also another reason. Craigslist is solidly in favor of "the little guy." In 2014, they released a set of changes that effectively chopped away the powers of large realty and screening firms to create glossy-looking brochure pages. That's right: You can't make fancy ads on Craigslist anymore.

The rules are enforced by the website automatically. If you try to break the rules, your fancy ad will be reworked in the Craigslist image. Here's a screenshot of someone's real ad. We highlighted sections that show where the advertiser's original intent was replaced with something to level the playing field:



**Craigslist Ad Censored! No fancy images or external links allowed.**

As you can see, the "Additional Photos" are missing, and the link to "See All My Listings" was replaced with a link back to the Craigslist results page for apartments.

## HOW TO WRITE A GOOD APARTMENT AD FOR CRAIGSLIST

Under current rules, you can't use fancy things like links to external websites or crazy HTML formatting. You can use some HTML formatting, however. In a nutshell, these are the things you must do:

1. Use the HTML formatting options that are allowed.
2. Provide lots of information in the text.



THIS 2 BEDROOM 2nd FLOOR APARTMENT HAS BEEN FRESHLY PAINTED AND IMMACULATLY CLEANED IN A 3 FAMILY HOUSE. SPACIOUS LIVING ROOM. NICE SIZE EAT IN KITCHEN. NEW REFRIGERATOR. OLD FASHIONED CLAW FOOT TUB. HAS AN OUTDOOR PORCH. ON STREET PARKING. CENTRALLY LOCATED WITHIN WALKING DISTANCE TO THE TOWN POOL, STORES-BIG Y-CVS-WALMARTS, RESTAURANTS-TERESA'S-GHEPETTO'S-ASTRONAUT-PIZZA. 25 MINUTES TO UMASS. ON A BUS ROUTE. WASHER/DRYER HOOK UP. NO UTILS. 1ST, LAST AND SECURITY, NO SMOKING, NO PETS, REFERENCES. AVAILABLE JUNE 1ST. PLEASE CALL TO SEE

[show contact info](#)

1

3. Take really beautiful pictures.

## HTML FORMATTING FOR CRAIGSLIST APARTMENT ADS

We hear the rules vary by region, and we can't be sure they aren't going to vary again in the future. But you can view the rules directly at Craigslist.

### Formatting Rules for Craigslist Posts

Let's give some ads a makeover!

Here's one ad for an apartment at a price and with features that should rent it immediately. Will it? Hard to say. But look at the awful mess of text they're asking you to read (click the image to zoom): see image 1.

That block makes skimming difficult. If they don't like the pictures, they're likely to miss important selling points, like how close the place is.

In this case, the landlord could make a big difference with the "ul" and "li" tags.


HTML is easy: think of the tags as bookends and the words as books. You need bookends around the books.

The paragraph above would be entered into Craigslist like this:

```
THIS 2 BEDROOM 2nd FLOOR APARTMENT HAS BEEN FRESHLY
PAINTED AND IMMACULATLY CLEANED IN A 3 FAMILY HOUSE.
<ul>
<li>SPACIOUS LIVING ROOM.</li>
<li>NICE SIZE EAT IN KITCHEN.</li>
<li>NEW REFRIGERATOR.</li>
<li>OLD FASHIONED CLAW FOOT TUB.</li>
<li>HAS AN OUTDOOR PORCH.</li>
<li>ON STREET PARKING.</li>
<li>CENTRALLY LOCATED WITHIN WALKING DISTANCE TO THE
TOWN POOL, STORES-BIG Y-CVS-WALMARTS,
RESTAURANTS-TERESA'S-GHEPETTO'S-ASTRONAUT-PIZZA.</li>
<li>25 MINUTES TO UMASS.</li>
<li>ON A BUS ROUTE.</li>
<li>WASHER/DRYER HOOK UP.</li>
<li>NO UTILS.
<li>1ST, LAST AND SECURITY, NO SMOKING, NO PETS,
REFERENCES.</li>
<li> AVAILABLE JUN 1ST.</li>
</ul>
PLEASE CALL TO SEE
```

Note that the "li" bookends (which stand for "list item") bookend the text, and that there are special "ul" bookends (which stands for "unordered list") that bookend the whole bit.






2

THIS 2 BEDROOM 2nd FLOOR APARTMENT HAS BEEN FRESHLY PAINTED AND IMMACULATLY CLEANED IN A 3 FAMILY

- SPACIOUS LIVING ROOM.
- NICE SIZE EAT IN KITCHEN.
- NEW REFRIGERATOR.
- OLD FASHIONED CLAW FOOT TUB.
- HAS AN OUTDOOR PORCH.
- ON STREET PARKING.
- CENTRALLY LOCATED WITHIN WALKING DISTANCE TO THE TOWN POOL, STORES-BIG Y-CVS-WALMARTS, RESTAURANTS-TERESA'S-GHEPETTO'S-ASTRONAUT-PIZZA.
- 25 MINUTES TO UMASS.
- ON A BUS ROUTE.
- WASHER/DRYER HOOK UP.
- NO UTILS.
- 1ST, LAST AND SECURITY, NO SMOKING, NO PETS, REFERENCES.
- AVAILABLE JUNE 1ST.

PLEASE CALL TO SEE [show contact info](#)



3

THIS 2 BEDROOM 2nd FLOOR APARTMENT HAS BEEN FRESHLY PAINTED AND IMMACULATLY CLEANED IN A 3 FAMILY

- SPACIOUS LIVING ROOM.
- NICE SIZE EAT IN KITCHEN.
- NEW REFRIGERATOR.
- OLD FASHIONED CLAW FOOT TUB.
- HAS AN OUTDOOR PORCH.
- ON STREET PARKING.
- CENTRALLY LOCATED WITHIN WALKING DISTANCE TO
  - THE TOWN POOL,
  - STORES-BIG Y-CVS-WALMARTS,
  - RESTAURANTS
    - TERESA'S
    - GHEPETTO'S
    - ASTRONAUT-PIZZA.
- 25 MINUTES TO UMASS.
- ON A BUS ROUTE.
- WASHER/DRYER HOOK UP.
- NO UTILS.
- 1ST, LAST AND SECURITY, NO SMOKING, NO PETS, REFERENCES.
- AVAILABLE JUNE 1ST.

PLEASE CALL TO SEE [show contact info](#)

That input would produce an ad like this (click to zoom in): see image 2.

Not bad, right? But wait, we can do better!

Did you see in the first example that the "li" tags were inside the "ul" tags? You can nest "ul" inside "li" as well, like this:

```
<li>CENTRALLY LOCATED WITHIN
WALKING DISTANCE TO
<ul>
  <li>THE TOWN POOL,</li>
  <li>STORES-BIG Y-CVS-WALMARTS,</li>
  <li>RESTAURANTS
    <ul>
      <li>TERESA'S</li>
      <li>GHEPETTO'S</li>
      <li>ASTRONAUT-PIZZA.</li>
    </ul>
  </li>
</ul>
</li>
```

The indenting doesn't matter. It just helps you to see when you need to add a final bookend.

The input above would produce output like this (click to zoom in): see image 3.

If that made sense to you, then you're ready to explore some other tags. Look at [which tags are visible on Craigslist](#).

### Learn all about HTML tags here.

That last link shows all the html tags there are. You can compare this full list against the list of tags Craigslist allows.


### **AVOID DISCRIMINATION IN CRAIGSLIST ADS**

Another advantage of advertising on Craigslist is that they put links that remind you: "discrimination is not allowed." And they provide a link to this page detailing all the protected classes according to the federal government and the Commonwealth of Massachusetts.

### Learn about protected classes here.

This is a very good summary.

Does anyone discriminate? You betcha! Just look at the ad we found running in May, 2014:



very good neighborhood  
large open and sunny 4 bedroom  
All large rooms  
washer dryer hookup in unit  
2nd floor apartment of 3 floors  
good sized yard  
natural gas forced hot water heat (tenant pays separate)

Not accepting section 8

If you're reading this site, you know that discriminating against Section 8 is not allowed. You'll be in big trouble if someone sees this!

Discriminatory phrases to watch out for:

### **BE CAREFUL WITH "NO SECTION 8"**

You cannot refuse to take someone on section 8. Don't mention it in the ad. If they receive housing choice vouchers (section 8), see if they're the most economically qualified before saying no.

### **BE CAREFUL WITH "NO PETS"**

You're allowed to refuse pets, but you don't want someone with a seeing-eye dog to complain that you wouldn't hear them out. You must make accommodations for such "service animals," as well as "emotional support animals" with a doctor's note.

Try phrasing like, "No pets, SA/ESA may be permitted." If they know what SA/ESA is, you've made a friendly ad.

### **BE CAREFUL WITH "WALKING DISTANCE TO THE STORE"**

Be careful now, if you talk about walking or running in your ad, you might be seen to be implying that you won't take handicapped people. It depends on context. Suffice to say, use "close to" instead of "walk to".

### **BE CAREFUL WITH "CLOSE TO CHURCH/TEMPLE/MOSQUE"**

Even if you're close to all three, best not to mention it. If it matters to them, they will use Google Maps or similar to find out where they can access religious services.



Better Communities Better Policy Better Lives



## Schedule Calls With Our Staff for Business Advice and Legal Information

For Just  
**\$90/HR**

Or add the helpline to your membership for a low annual fee and rest assured that you will have one-on-one access to our counselors and attorney referrals for:

- ✓ Landlord rights and responsibilities
- ✓ Nonpayment of rent
- ✓ Contractor disputes
- ✓ Termination of tenancies and eviction
- ✓ Rent increases
- ✓ Angry neighbors
- ✓ Municipal fines or assessments,
- ✓ Building disasters
- ✓ Sleepless nights

Schedule a consult: **774-314-1896** or **hello@masslandlords.net**

Details and Prepayment:

<https://masslandlords.net/membership-confirmation-helpline/>

## WHAT SHOULD MY AD INCLUDE?

Regardless of which apartment advertising site you use, you need to create your ads to be as effective as possible. Ads are effective if they get people to contact you. They're very effective if they can screen out people who wouldn't be qualified. Here are some components of effective ads.

## PHOTOGRAPH THE APARTMENT

A picture's worth a thousand words, so make sure you have high resolution pictures. If you take the photos yourself, here are common mistakes to watch out for:

- Holding the camera at an angle so that lines between wall corners are not vertical. You can also sight along cabinets, doors, or anything else that looks "up and down" to the naked eye.
- Taking a picture in a dark room with a flash. Turn on the lights, raise the blinds, and take the picture at a time of day when there's bright indirect light.
- Taking a picture with someone else's things in it. Most people have their own idea of interior decorating. Show a clean, empty apartment unless you're quite sure that the furnishings are modern and clean.
- Watch those mini-blinds. They'll stick out like a sore thumb if they're crooked, unevenly slatted, or if that cord is hanging sloppily.

## DESCRIBE HOW EASY IT WILL BE TO LIVE THERE

Modern conveniences make people say, "Yes, I want this apartment!"

- Garbage disposal
- Dishwasher
- Washer dryer hookups in unit, or washing machines close by, or great laundromat within walking distance
- New, easy-open windows
- Off-street parking, or where to park on-street
- Modern electrical (no blown fuses)
- Modern heat (save on utilities)
- Digital thermostat
- Large refrigerator
- Gas/electric stove
- Bathroom medicine cabinet

## DESCRIBE HOW GOOD IT FEELS TO LIVE THERE

- Close to groceries, restaurants, shopping, transportation, outdoor spaces, highways
- Breezy in summertime (especially for second and third floors)
- Great natural light or great built-in lighting
- Great carpet or beautiful hardwood floors
- Quiet or friendly neighbors

Describe Who you Are

Yes, tenants care who their landlord is. Do you care? Are you attentive? Do you guarantee a 24-hour response?

## DESCRIBE YOUR PET POLICY

If you're not taking dogs or cats, say so, but be careful to avoid discrimination complaints (see above).

## WATCH YOUR PRICE

If you're asking top dollar, you're saying you want tenants who can't qualify for a good deal. If you price below market, you'll be overwhelmed with applicants. You may find one strategy suits your style better.

The best advice we've ever heard about price is, "If you don't rent it after two weeks, drop the price." And you repeat that in another two weeks, as often as it takes until it's rented.

Vacancies cost you more than you'll recoup from a higher price.

Do the math: A landlord waiting six weeks to rent a \$1,000 apartment will pay \$1,500 in opportunity cost. On the other hand, a landlord who accepts a \$100 per month "loss" by renting it after two weeks for \$900 will need almost a year to lose as much. Beyond a year, all bets are off anyway. You can raise the rent, or the tenant might leave.

## WATCH PRICE BREAKPOINTS

If you're listing your apartment for \$1,050/month, you'll be looking cheap to everyone who entered "\$1,100" as their max price. But you'll be invisible to everyone who entered "\$1,000/month" as their max. In this situation, you might be better off listing for \$1,000 or even \$990, just for more traffic.

## FOLLOW GOOD ADS WITH GOOD SCREENING

Ultimately, you have to decide which advertising sites and formats work best for your rentals. Zillow's heavy traffic and free cost provide obvious benefits. Just be aware that its push-button options can flood your sales process with unqualified leads. If you use Zillow (which might be the best option for up-market rentals), you could create an effective template response/questionnaire in email and text form that will filter out junk leads, help qualify legitimate ones, and save some time directing applicants to the phone or office.

No matter what advertising site you use, the outreach work will need to be done. Push-buttons won't replace the legwork. Providing housing as a landlord or property manager is a people and relationship business, and qualifying rental candidates is simply not automatable. There are too many variables and determining factors in one prospective renter's life to be able to make rental decisions via an automated process.

## DO GOOD APARTMENT ADS REALLY MATTER?

Yes, they do! A properly priced apartment ad with skim-able text and nice photos can greatly increase your chances of getting a qualified call. In general, better ads lead to better tenants.

Do you have suggestions for how to advertise apartments? Tell us, this article will be updated. 

Point your camera app here to read more online.





# REGIONAL



## 2020 JUNE

Upcoming events  
See details under each region

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	<b>1</b>	<b>2</b>	<b>3</b> Waltham Virtual Meeting 6:30pm - 8:00pm	<b>4</b>	<b>5</b>	<b>6</b> Crash Course Day 2 8:30am-12:15pm
<b>7</b>	<b>8</b>	<b>9</b> MWPOA Virtual Meeting 7:00pm - 8:00pm	<b>10</b> Worcester Virtual Meeting 6:30pm - 8:00pm	<b>11</b> Springfield, NWCLA Virtual Meeting 6:30pm - 8:00pm	<b>12</b>	<b>13</b>
<b>14</b>	<b>15</b>	<b>16</b> Cambridge Virtual Meeting 6:30pm-8:00pm	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>
<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b> Webinar 12:00pm-1:00pm	<b>25</b>	<b>26</b>	<b>27</b>
<b>28</b>	<b>29</b>	<b>30</b>				



## 2020 JULY

Upcoming events  
See details under each region

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b> NWCLA Virtual Meeting 7:00pm - 8:00pm	<b>10</b>	<b>11</b> Crash Course Day 1 8:30am - 12:15pm
<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>
<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>
<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	

## STATEWIDE

## Virtual Crash Course Two Days: The MassLandlords Crash Course in Landlording

SAT  
05/30SAT  
06/01

**This comprehensive training is split over two days to reduce screen time.** Learn everything you need to succeed as an owner or manager of residential rental property in Massachusetts.



This fast-paced course is strictly limited to 16 participants to allow for detailed discussion and Q&A. Course tuition includes:

- Small group session with the Executive Director, a trained presenter and experienced landlord, and the attorney.
- A comprehensive agenda, see below.
- Your choice of two books:
  - Every Landlord's Tax Deduction Guide by NOLO,
  - The Good Landlord by Peter Shapiro,
  - Getting to Yes by Roger Fisher, and/or
  - The Housing Manual by H. John Fisher.
- A bound summary of all material presented.
- A MassLandlords ballpoint pen.
- A coupon for 10% off any MassLandlords annual membership.
- A MassLandlords certificate of completion and permission to use "MassLandlords Crash Course graduate" on your marketing material.

You will receive a box packed with your personalized signed certificate, your choice of two books, course notes, pen, and half a dozen other pieces of literature. Materials will be mailed when the US curve flattens and we have a local team member healthy for fourteen days consecutively. Electronic course notes will be downloadable for printing at home and notetaking prior to the event.

[Click here to purchase tickets for this event](#)

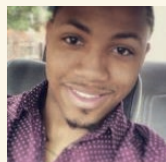


Instructor Douglas Quattrochi



Instructor Attorney Adam Sherwin

### Featured Testimonial



"I simply wanted to reach out and express just how happy I am to have attended the landlording crash course. The presentation and delivery of the information was flawless and I certainly have walked away with a greater understanding of the intricacies that govern being an above average landlord/manager." – **Michael Murray**

**SATURDAY, MAY 30TH, 2020 AND SATURDAY JUNE 6TH, 2020**

### VIRTUAL COURSE AGENDA

#### SATURDAY, MAY 30TH, 2020

- 8:30am – Introduction of MassLandlords and course participants
- 8:50am – Rental markets
  - Urban, suburban, rural
  - Luxury, college, professional, working, subsidized, rooming houses

#### 9:05am – Property selection

- Lead paint (Legal highlight)
- Utilities
- Bones vs surfaces
- Amenities
- Repairs and renovations
- Durable vs beautiful
- What if I'm stuck with what I've got?

#### 9:20am – Sales and marketing 101 for rental property managers

- Marketing rentals
- Sales process
- Staying organized
- Branding a small business
- Getting more or fewer calls
- Tips and tricks

#### 10:05am – Break

#### 10:15am – Applications and screening

- Criminal, credit, eviction
- Discrimination (legal highlight)
- Tenant Screening Workshop

#### 11:20am – If time allows, start Rental Forms

- Lease vs Tenancy at Will
- iCORI
- Eviction notices

#### 12:15pm – End Day One, course resumes the following Saturday

#### SATURDAY, JUNE 6TH, 2020

#### 8:30am – Review of Day One and follow-up questions

#### 8:45am – If needed, finish Rental Forms

- Lease vs Tenancy at Will
- iCORI
- Eviction notices

#### 9:15am – Legal Matters start

- Late fees
- Security deposits

- o Eviction process
- o Move-and-store
- o Water and electrical submetering
- o Housing Court vs District Court
- o Warranty of habitability
- o Inspections
- o Subsidies
- o Rent control

10:05am – Break

10:15am – Legal Matters finish

11:00am – Maintenance, hiring, and operations

- o Keeping the rent roll and expenses
- o Filing taxes
- o To manage or not to manage
- o Tenants as customers
- o Notifying tenants
- o Extermination
- o Monitoring contractors
- o Lease violations and conflict resolution
- o Record keeping

11:50am – Overview of books and resources for further education

12:00pm – Review of unanswered questions

12:15pm – End Day Two and End Course

Please note that end time each day may vary based on questions.

## LOCATION

### VIRTUAL MEETING AND WEBINAR REPLACEMENT

During the COVID-19 (coronavirus) pandemic, this event series is being replaced by webinars or virtual meetings held during the normal event time. Please do not go to the physical event location. If you require assistance using webinar or virtual meeting technology, please contact us at 774-314-1896 or [hello@masslandlords.net](mailto:hello@masslandlords.net) a day or two prior to the event. We can send instructions in time for you to participate.

- **Virtual meetings** include optional audience participation via video, phone, and screenshare and are not recorded.
- **Webinars** have limited participation options (typed questions only) and are recorded.

Two Saturdays Zoom Meeting:  
Douglas Quattrochi is inviting you to a scheduled Zoom meeting.

Topic: Crash Course Sat  
May 30, Sat June 6

Time: May 30, 2020 08:00 AM Eastern Time (US and Canada) Every week on Sat, 2 occurrence(s) May 30, 2020 08:00 AM Jun 6, 2020 08:00 AM

Join Zoom Meeting

<https://us02web.zoom.us/j/84983061511>

Meeting ID: 849 8306 1511

Password: Will be emailed

One tap mobile

+16468769923,,84983061511#,,1#,6739 80# US (New York) +13017158592,,8498 3061511#,,1#,673980# US (Germantown)

Dial by your location

+1 646 876 9923 US (New York)  
+1 301 715 8592 US (Germantown)  
+1 312 626 6799 US (Chicago)  
+1 346 248 7799 US (Houston)  
+1 408 638 0968 US (San Jose)  
+1 669 900 6833 US (San Jose)  
+1 253 215 8782 US (Tacoma)

Meeting ID: 849 8306 1511

Password: Will be emailed

Find your local number:

<https://us02web.zoom.us/j/84983061511>

Password will be emailed and viewable online.

## FOOD

This is a virtual course. You are free to prepare food at home and eat while you listen.

## PRICING

Open to the public. Membership is not required, but advance registration is required!

Online:

- o Non-members: \$205
- o Members: \$195 (log in before you register or you will see the non-member price)

Online registration required. All ticket sales final.

The course is the same price as usual, because our estimate of shipping and handling on a box of course materials is equal to our historic cost per person of

catering. You will receive a box packed with your personalized signed certificate, your choice of two books, course notes, pen, and half a dozen other pieces of literature. Materials will be mailed when the US curve flattens and we have a local team member healthy for fourteen days consecutively. Electronic course notes will be downloadable for printing at home and notetaking prior to the event.

**[Click here to purchase tickets](#)**

## Membership.

Please note: this event is run by MassLandlords staff.

## BERKSHIRE COUNTY

### Pittsfield: No June Meeting

We are tentatively scheduling our next event for Tuesday, September 15 from 6:00p to 9:00p at Zucchini's Restaurant in Pittsfield. Check [MassLandlords.net/events](https://masslandlords.net/events) for updates. Stay safe this summer.

## BOSTON, CAMBRIDGE, SOMERVILLE

### Cambridge Virtual Meeting: Networking and Training Event

TUE  
06/16

Our June Virtual meeting will be held Tuesday, June 16th from 6:30pm to 8:00pm. We are working with members to select a topic. Suggestions always welcome at [hello@masslandlords.net](mailto:hello@masslandlords.net). Check [MassLandlords.net/events](https://masslandlords.net/events) for updates.

## CENTRAL WORCESTER COUNTY

### Wanted for Guarantee: Worcester Studios and One Bedrooms

The City of Worcester has signed an agreement to pilot a landlord-tenant guarantee fund, under which you may be eligible to receive \$10,000 of coverage for unpaid rent, property damage, and attorney's fees if you rent to one of our renters instead of a market renter.



The guarantees are being issued to Worcester landlords who choose to rent to residents currently experiencing homelessness in the city. All of our residents have been awarded permanent subsidies (MRVP, VASH, or Section 8) so they can pay the rent. All of our residents also receive supportive services, so they get help with whatever caused them to experience homelessness in the first place. These residents are all individuals, so we are looking for studios or one-bedrooms near bus routes.

You will still be able to screen your renter as normal. You will have to waive screening criteria that would adversely affect an applicant with non-violent criminal history, bad credit, and/or an eviction record. All other screens can be conducted as normal (ability to pay rent, move-in monies, smoking, pets, etc.).

You will get unlimited helpline access if you participate. We can issue these guarantees because we know in over 80% of cases, you won't lose a dime, and we won't have to pay the guarantee.

For no-obligation information, call the helpline at 774-314-1896 or email [hello@masslandlords.net](mailto:hello@masslandlords.net).

## Worcester & Statewide Virtual Meeting: Landlord Tenant Attorney Mark Burrell

Come learn about landlord-tenant law by example. Accomplished story-teller Attorney Mark Burrell will entertain and

educate as he shares deep experience in landlord-tenant law.

Attorney Burrell is well versed in evictions, landlord-tenant disputes, navigating housing court, and finding creative solutions. He will leave plenty of time for questions about anything and everything, including the eviction moratorium, eFiling essential evictions, minimizing lost rent, and more.



Landlord Tenant Attorney Mark Burrell

**Purchase your ticket in just a few clicks!**

### **"No Sales Pitch" Guarantee**

MassLandlords offers attendees of directly managed events a "No Sales Pitch" guarantee. If a guest speaker offers services, their presentation will not discuss pricing, promotions, or reasons why you should hire them.

We do not permit speakers to pay for or sponsor events. Guest speakers are chosen for their expertise and willingness to present helpful educational content. Your purchase of an event ticket sustains our nonprofit model.

### **Open to attendees statewide**

This event is regionally branded in keeping with a local tradition. This region used to meet in-person on this day at this time. You are welcome to participate in this virtual meeting no matter where you are in the state.

### **WEDNESDAY, JUNE 10TH**

#### **VIRTUAL MEETING AGENDA**

6:00pm Sign-in and virtual networking:  
you can chit chat with others  
as people log in  
6:40pm MassLandlords Business Update  
and Member Minutes

#### **Member Minutes –**

Any member can have the mic for 60 seconds (introduce yourself, ask a question, share words of wisdom, etc.)

7:05pm Rich Merlino  
Meeting Introduction  
7:10pm Attorney Mark Burrell  
8:00pm Virtual meeting ends

### **Participation is Easy**

As a result of the COVID-19 (coronavirus) pandemic, our events have been replaced by webinars or virtual meetings held during the traditional event time for each former location:

- **Virtual meetings** include optional audience participation via video,

WED  
06/10

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phone, and screenshare and are not recorded.

- **Webinars** have limited participation options (typed questions only) and are recorded.

Our virtual registration desk is open for all events one hour starting 30 minutes prior to the event start time. Call 774-314-1896 or email [hello@masslandlords.net](mailto:hello@masslandlords.net) for live, real-time help signing in and using your technology.

If joining a virtual meeting, please use the zoom “test audio” feature. You will be allowed to talk to others if your microphone is good and there is no background noise. We reserve the right to mute anyone for any reason. Attendees without a microphone or who don’t want to be heard can type questions.

#### **VIRTUAL MEETING DETAILS (HOSTED BY ZOOM)**

We will share our video, audio, and computer screen and slides.

- Optional: You can share your video with everyone, talk to everyone, and type chat with everyone. Video sharing is not required. Talking is not required.

Password will be emailed and viewable [online](#).

Join Zoom Meeting  
<https://us02web.zoom.us/j/82501163357>

Meeting ID: 825 0116 3357

Password: See above

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Meeting ID: 825 0116 3357

Password: See above

Find your local number:  
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#### **PRICING**

Open to the public. Membership is not required!

Contemporaneous participation:

- o Public: \$10
- o Members: \$7
- o Premium Members:  
No charge and no need to register. [Click here for meeting details and password.](#)

This event will not be recorded.

**[Click here to purchase tickets for this event](#)**

This event is operated by MassLandlords staff.

Want to speak at a MassLandlords meeting? [Submit a speaker request.](#)

This is part of the [Worcester rental real estate networking and training series.](#)

[Suggest and vote for future meeting topics.](#)

#### **CHARLES RIVER (GREATER WALTHAM)**

### **Waltham & Statewide Virtual Meeting: Round Table Discussion**

WED  
06/03

We’ll be having a round table (really, zoom) discussion about any rental real estate topics. This meeting is a great opportunity for attendees to learn from each other’s experiences. Bring your questions about tenant issues, lease agreements and addenda, or best practices. We will be discussing current events, COVID-19, and the eviction moratorium.

Attendees are welcome to share their own experiences, warnings, pearls of wisdom, and more. Participation is not required, you’re welcome to come and just listen.

This event will be moderated by volunteers and/or staff with significant and compliant rental experience.



We'll be having a whole-room discussion

**[Purchase your ticket in just a few clicks!](#)**

#### **“No Sales Pitch” Guarantee**

MassLandlords offers attendees of directly managed events a “No Sales Pitch” guarantee. If a guest speaker offers services, their presentation will not discuss pricing, promotions, or reasons why you should hire them. We do not permit speakers to pay for or sponsor events. Guest speakers are chosen for their expertise and willingness to present helpful educational content. Your purchase of an event ticket sustains our nonprofit model.

#### **Open to attendees statewide**

This event is regionally branded in keeping with a local tradition. This region used to meet in-person on this day at this time. You are welcome to participate in this virtual meeting no matter where you are in the state.

#### **WEDNESDAY, JUNE 3RD**

#### **VIRTUAL MEETING AGENDA**

- 6:30pm Sign-in and virtual networking:  
you can chit chat with others as people log in
- 6:40pm MassLandlords Business Update and Member Minutes

#### **Member Minutes –**

Any member can have the mic for 60 seconds (introduce yourself, ask a question, share words of wisdom, etc.)

- 7:05pm Local Manager  
Meeting Introduction
- 7:10pm Round Table
- 8:00pm Virtual meeting ends

#### **Participation is Easy**

As a result of the COVID-19 (coronavirus) pandemic, our events have been

replaced by webinars or virtual meetings held during the traditional event time for each former location:

- **Virtual meetings** include optional audience participation via video, phone, and screenshare and are not recorded.
- **Webinars** have limited participation options (typed questions only) and are recorded.

Our virtual registration desk is open for all events one hour starting 30 minutes prior to the event start time. Call 774-314-1896 or email [hello@masslandlords.net](mailto:hello@masslandlords.net) for live, real-time help signing in and using your technology.

If joining a virtual meeting, please use the zoom "test audio" feature. You will be allowed to talk to others if your microphone is good and there is no background noise. We reserve the right to mute anyone for any reason. Attendees without a microphone or who don't want to be heard can type questions.

#### VIRTUAL MEETING DETAILS (HOSTED BY ZOOM)

We will share our video, audio, and computer screen and slides.

- Optional: You can share your video with everyone, talk to everyone, and type chat with everyone. Video sharing is not required. Talking is not required.

Password will be emailed and viewable [online](#).

Join Zoom Meeting

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Meeting ID: 852 7621 8201

Password: See above

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+1 408 638 0968 US (San Jose)

Meeting ID: 852 7621 8201

Password: See above

Find your local number:

<https://us02web.zoom.us/j/85276218201>

#### PRICING

Open to the public. Membership is not required!

Contemporaneous participation:

- o Public: \$10
- o Members: \$7
- o Premium Members: No charge and no need to register. [Click here](#) for meeting details and password.

This event will not be recorded.

This event is operated by MassLandlords staff.

Want to speak at a MassLandlords meeting? [Submit a speaker request](#).

This is part of the [Greater Waltham rental real estate networking and training series](#).

#### GREATER SPRINGFIELD

### Springfield & Statewide Virtual Meeting: Asset Reallocation

THU  
06/11

At MassLandlords we emphasize the positive can-do. But we also need to teach the full life cycle of rental real estate ownership, including asset reallocation, down-sizing, and possibly even selling out. Even if you are committed to holding your properties through the pandemic (we hope you are), it's good to know your options.

This presentation will start with a quick recap of Section 1031 exchanges, which can be used to sell your current rental real estate without paying capital gains tax. You can switch your portfolio from eviction-moratorium residential to commercial, or raw land. You can keep operating residential but move your entire portfolio a short drive across state lines. You can even get a passive replacement, like a stock, but something that leverages your decades of real estate experience. We'll talk about Delaware

Statutory Trusts, Real Estate Investment Trusts, and tenants in common.

Note that this is not our repertoire "Section 1031 Exchanges" presentation. This presentation is specific to asset reallocation and will only give a brief 1031 overview.

This part will be presented by Chris Brown of Edmund & Wheeler.



Chris Brown of Edmund and Wheeler

#### "No Sales Pitch" Guarantee

MassLandlords offers attendees of directly managed events a "No Sales Pitch" guarantee. If a guest speaker offers services, their presentation will not discuss pricing, promotions, or reasons why you should hire them. We do not permit speakers to pay for or sponsor events. Guest speakers are chosen for their expertise and willingness to present helpful educational content. Your purchase of an event ticket sustains our nonprofit model.

#### Open to attendees statewide

This event is regionally branded in keeping with a local tradition. This region used to meet in-person on this day at this time. You are welcome to participate in this virtual meeting no matter where you are in the state.

THURSDAY, JUNE 11TH

#### VIRTUAL MEETING AGENDA

6:00pm Sign-in and virtual networking:  
you can chit chat with others  
as people log in



6:40pm MassLandlords Business Update and Member Minutes

**Member Minutes** – Any member can have the mic for 60 seconds (introduce yourself, ask a question, share words of wisdom, etc.)

7:05pm Local Manager

Meeting Introduction

7:10pm Round Table Discussion

8:00pm Virtual meeting ends

### Participation is Easy

As a result of the COVID-19 (coronavirus) pandemic, our events have been replaced by webinars or virtual meetings held during the traditional event time for each former location:

- **Virtual meetings** include optional audience participation via video, phone, and screenshare and are not recorded.
- **Webinars** have limited participation options (typed questions only) and are recorded.

Our virtual registration desk is open for all events one hour starting 30 minutes prior to the event start time. Call 774-314-1896 or email [hello@masslandlords.net](mailto:hello@masslandlords.net) for live, real-time help signing in and using your technology.

If joining a virtual meeting, please use the zoom “test audio” feature. You will be allowed to talk to others if your microphone is good and there is no background noise. We reserve the right to mute anyone for any reason. Attendees without a microphone or who don’t want to be heard can type questions.

### VIRTUAL MEETING DETAILS (HOSTED BY ZOOM)

We will share our video, audio, and computer screen and slides.

- Optional: You can share your video with everyone, talk to everyone, and type chat with everyone. Video sharing is not required. Talking is not required.

Password will be emailed and viewable [online](#).

Topic: Springfield & Statewide Virtual Meeting

Time: Jun 11, 2020 06:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82954333472>

Meeting ID: 829 5433 3472

Password: Will be emailed

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+1 669 900 6833 US (San Jose)

Meeting ID: 829 5433 3472

Password: Will be emailed

Find your local number:

<https://us02web.zoom.us/j/82954333472>

### PRICING

Open to the public. Membership is not required!

Contemporaneous participation:

- o Public: \$10
- o Members: \$7
- o Premium Members: No charge and no need to register. [Click here](#) for meeting details and password.

This event will not be recorded.

[Click here to purchase tickets for this event](#)

This event is operated by MassLandlords staff.

Want to speak at a MassLandlords meeting? [Submit a speaker request](#).

This is part of the [Springfield rental real estate networking and training series](#).

### LAWRENCE, METROWEST

## Marlborough Virtual Meeting: Round Table Discussion

TUE  
06/09

Our June meeting is going to be another zoom conference call. Sherri Way will initiate it, look for details on the MWPOA Message Board. We’ll be having a discussion about any rental real estate topics. This meeting is a great opportunity for attendees to learn from each other’s experiences. Bring your questions about tenant issues, lease agreements and addenda, or best practices.

### TUESDAY, JUNE 9TH

### METROWEST PROPERTY OWNERS ASSOCIATION MEETING AGENDA

7:00pm Zoom Meeting Starts

8:00pm Zoom Meeting Ends

### LOCATION

### VIRTUAL MEETING AND WEBINAR REPLACEMENT

During the COVID-19 (coronavirus) pandemic, this event series is being replaced by webinars or virtual meetings held during the normal event time. Please do not go to the physical event location. If you require assistance using webinar or virtual meeting technology, please contact us at 774-314-1896 or [hello@masslandlords.net](mailto:hello@masslandlords.net) a day or two prior to the event. We can send instructions in time for you to participate.

- **Virtual meetings** include optional audience participation via video, phone, and screenshare and are not recorded.
- **Webinars** have limited participation options (typed questions only) and are recorded.

### PRICING & RSVP

Open to the public! Membership is not required. **\*MWPOA Members\*** **RSVP by emailing your full name to** [Laurel\\_newlakeview@yahoo.com](mailto:Laurel_newlakeview@yahoo.com)

- **MassLandlords.net/MWPOA**  
**Members** pay \$100 annual MWPOA dues and each meeting is free, just RSVP!
- MassLandlords.net Members and general public: \$5

[Click here to purchase tickets for this event](#)

This event is operated by volunteers.

#### NORTH SHORE, NORTHERN WORCESTER COUNTY

### Fitchburg Thu June 11: Hazardous Weather

WED  
05/20

Join us from the comfort of your home to learn about the risk and vulnerability hazardous weather presents, proactive steps to take, as well as real-life case study examples. Topics will include tornadoes/severe weather, flooding, snow and ice, and fire weather.

Our guest speaker is Dr. Alicia Wasula of Shade Tree Meteorology. The Shade Tree Meteorology team are professional meteorologists with extensive experience issuing forecasts and radar-based severe weather warnings, translating into exceptional skill at reconstructing

weather events as a weather expert witness.

Meetings are open to the public! Tickets are \$10. Zoom meeting information will be provided the day of the event. Become a member and the annual dues pay for all 10 meetings a year!

Keep an eye out for bonus meetings added July 9 and August 13.

#### THURSDAY, JUNE 11TH

#### NWCLA MEETING AGENDA

Visit [nwcla.com](http://nwcla.com) for any last-minute updates or changes.

7:00pm Presentations

#### LOCATION

Virtual Meeting and  
Webinar Replacement

During the COVID-19 (coronavirus) pandemic, this event series is being replaced by webinars or virtual meetings held during the normal event time. Please do not go to the physical event location. If you require assistance using webinar or virtual meeting technology, please contact us at 774-314-1896 or [hello@masslandlords.net](mailto:hello@masslandlords.net) a day or two prior to the event. We can send instructions in time for you to participate.

- **Virtual meetings** include optional audience participation via video, phone, and screenshare and are not recorded.
- **Webinars** have limited participation options (typed questions only) and are recorded.

#### PRICING

Membership not required!  
Open to the public.

- Early-bird ends seven days prior @ 12pm:
  - o Public and Members other than NWCLA: \$10
  - o MassLandlords.net/NWCLA members: pay annual dues, then free

Zoom meeting information will be provided the day of the event.

This event is operated by volunteers.



# MEMBERSHIP BENEFITS



## RENTAL FORMS

Download a complete set of up-to-date rental forms (applications, leases, notices to quit, and more).



## LEGAL STANDING

Vote in MassLandlords elections, serve on boards, and be represented in policy discussions with local and state officials.



## NEWSLETTERS

In-depth news, tips and tricks emailed monthly.



## HOME DEPOT SAVINGS

20% off paint; purchases over \$1,000 eligible for price reductions; concierge services for larger jobs.



## SERVICE PROVIDER DIRECTORY

Search for service providers or be listed as one (electricians, managers, realtors, attorneys, plumbers, snow removers, and much, much more).



## VIDEOS, ANALYSIS, & SPREADSHEETS

Watch past events, learn about the laws, and access spreadsheets you can build on like our CFL vs LED ROI calculator.



## MESSAGE BOARDS

24/7 access to Massachusetts Landlords for advice and/or to contribute your professional expertise.



## HOME BASE

Preferred pricing and name tag at dinner meetings.



## EVENTS

Monthly networking and education at events state-wide.



## COLLECT CHECKS ONLINE

Never bounces, reports for credit, members get first tenant free for a year via RentHelper.



## CREDIT SCREENING COUPONS

Save on SmartScreen credit reports.



## ENTITY FORMATION SAVINGS

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