



OCTOBER 2020

Massachusetts vs. the World:
**NO STOVES REQUIRED
IN CALIFORNIA**

How Does **TRANSPORTATION
AFFECT HOUSING?**

**MASSLANDLORDS
WEIGHS IN ON
MORATORIUM LEGALITY
WITH AMICUS BRIEF;
Court Denies Injunction**

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Published by MassLandlords, 14th Floor, One Broadway, Cambridge, MA 02142.

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LETTER FROM THE EXECUTIVE DIRECTOR

Ranked Choice Voting is Essential

IN SEPTEMBER WE COMPLETED OUR DEVELOPER SEARCH, LAUNCHED INTAKE FOR THE INDIVIDUAL CLAIMS COUNCIL, AND STARTED A BROADCAST COMMUNICATION IN SUPPORT OF BALLOT QUESTION 2 RANKED CHOICE VOTING.

Note that this October 2020 edition of the newsletter was written in early September to accommodate a short-term leave for one of the team, as well as to "reset" our publication to be ahead of the month for which it is named.

By time of writing in September, three significant developments had already taken place.

First, we began to engage two part-time "full stack developers." These new roles will drive our website toward better member retention, the long-awaited roll-out of the Certified Massachusetts Landlord™ Level Two test, and to an eventual pricing change that will set dues based on the number of units owned or managed. We screened 181 applicants for this role.

Second, the Individual Claims Council finished the menu of self-help and litigation options available to intake participants. Unfortunately, as was discussed at the September 10 event, none of our legal options are very likely to succeed. The injustice surrounding the eviction moratorium is real. Under our current laws, the state has broad authority to step on individual lives and fortunes in the name of public health, and to get away with it scot free. The resulting sell-outs and evictions will be a manmade disaster. Elected officials and judges will blame us for it. We will keep trying at lasting reform.

Third, we launched our broadcast communication process in support of ballot Question 2 Ranked Choice Voting. This ballot initiative is critical. It is the only viable route we see to change the incentives under which our elected officials campaign. Currently, many of our incumbent (recumbent) Reps and Senators can remain in office indefinitely by eking out a plurality of votes. Jake Auchincloss just won the 4th congressional district with 22%, despite 78% of voters preferring another candidate. When 22% is the threshold, any candidate can win campaigning just to renters (31% of the state) without considering the owner/manager perspective. The Board of Directors has endorsed and is asking everyone to vote Yes on Two.

Some among our landlord membership say ranked choice voting is a trick by the progressive left to further erode landlord rights. Not so. Australia has used ranked choice voting for a century, where reasonable (conservative) views can and do win out over partisan proposals from left and right alike. Ranked choice voting is not inherently ideological. To a remarkable degree, it helps elected officials listen to all sides. This is what Massachusetts desperately needs.

We will discuss Ranked Choice Voting extensively at a free webinar on October 16. We hope you will join us. Thank you for supporting our mission to create better rental housing in Massachusetts.

Stay safe,

Douglas Quattrochi

Executive Director,

MassLandlords, Inc.



MASSLANDLORDS WEIGHS IN ON MORATORIUM LEGALITY WITH AMICUS BRIEF; Court Denies Injunction

By Eric Weld, MassLandlords, Inc.



The Suffolk County Superior Court building, Pemberton Square, Boston.

MassLandlords recently weighed in with an amicus brief in a Superior Court case challenging legality of the eviction moratorium.

An amicus brief filed by MassLandlords with the Superior Court, Suffolk County, in late July outlined the association's legal argument on three points against the state's eviction moratorium. The moratorium, signed into law by Governor Charlie Baker on April 20, was

extended until October 17 (effectively to October 19).

The amicus brief, written by Peter Vickery, MassLandlords Legislative Affairs Counsel, was filed July 23 as part of the case *Matorin, et al v. Executive Office of Housing and Economic Development*, Civil Action No. 2084CV01334. The case was spearheaded by attorneys Richard D. Vetstein and Jordana Roubicek Greenman, Esq., on behalf of Mitchell Matorin, who rents property in Worcester, and Linda Smith, an Allston landlord.

MassLandlords did not initiate or finance the litigation.

The court case challenges the legality of Chapter 65 of the Acts of 2020, *An Act Providing for a Moratorium on Evictions and Foreclosures During the COVID-19 Emergency*. Specifically, the case challenges the right of the state to bar landlords' access to legal recourse, such as eviction, when tenants stop paying or refuse to pay rent, even while landlords are required by law to continue paying mortgage, taxes, insurance, utilities and upkeep on the rented properties.

STATUS OF THE CASE

The MassLandlords amicus brief joined briefs filed by numerous other interested parties pertaining to the case, including the Massachusetts Public Health Association, the National Housing Law Project, and the Institute of Real Estate Management.

The Superior Court held a hearing on June 30 to determine if it would grant a motion for a preliminary injunction in the case against Chapter 65. On August

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26, Justice of the Superior Court Paul D. Wilson denied the motion for a preliminary injunction, citing several cases in U.S. history that have included “restrictions on the use of private property, to protect the public health and welfare.”

Wilson adds in his decision: “Massachusetts is not the only state whose officials have temporarily halted at least some evictions because of the pandemic. Recognizing the broad scope of the police power, and the serious nature of the public health and economic crises caused by the coronavirus, in the past few weeks courts across America have declined to enjoin the enforcement of legislative enactments or gubernatorial proclamations that imposed moratoria on evictions. Plaintiffs have cited no cases in which any court, state or federal, has reached the opposite result.”

THREE AMICUS BRIEFS IN FIVE YEARS

Amicus briefs are legal documents written by parties interested in the outcomes of pending court cases. They

are filed by non-litigants to inform the court of information or opinions pertaining to the litigation. The court sometimes solicits amicus briefs from parties that may be interested in pending cases, though they are not actively involved in them.

“Amicus brief” is a shortened version of the Latin phrase *amicus curiae* brief, meaning a brief supplementary document written and entered in the case by “friends of the court.”

This is the third amicus brief submitted to court cases by MassLandlords since the association’s reorganization in 2014. Previous amicus briefs were submitted in *Meikle v. Nurse*, 474 Mass. 207 (2016), and in *Davis v. Comerford*, 483 Mass. 164 (2019).

Rather than pursuing litigation against the moratorium, MassLandlords has lobbied legislators to consider its proposed Fair and Equal Housing Guarantee via Surety Bonds, a solution for ensuring that renters can remain in their residences and housing providers can be compensated.

THREE ARGUMENTS

The MassLandlords amicus brief supports the litigants’ case, arguing that Chapter 65 violates federal and state housing laws in three primary ways:

1. That the eviction moratorium, its extension, and other related legislation violate the federal Fair Housing Act and state fair housing laws, Chapter 151B, by rendering a disparate impact on affordable housing availability on people of color.
2. That the eviction moratorium, its extension, and other related legislation can operate as an uncompensated taking, in violation of Article 10 of the Mass. Declaration of Rights, and the Fifth Amendment to the U.S. Constitution.
3. That the eviction moratorium, its extension, and other related legislation bars access to the courts, in violation of Articles 11 and 29 of the Mass. Declaration of Rights.

The Supreme Judicial Court considers the MassLandlords and other briefs in the process of its adjudication. Superior Court Judge Wilson addressed some

of these arguments, which coincided with the court case, in his denial of injunction decision.

AMICUS BRIEF ARGUMENT #1: VIOLATION OF THE FEDERAL FAIR HOUSING ACT

By having the effect of reducing affordable housing in the state, the amicus brief argued, Chapter 65 of the Acts of 2020 is rendering a disparate impact on people of color, primarily Black/African American individuals and families, in violation of the federal Fair Housing Act (FHA).

The brief states that because housing providers, under the eviction moratorium, are forced to provide housing for renters, in many cases without the compensation of rent payments, the effect is to tighten the rental qualification process.

“The eviction moratorium is causing some housing providers to increase the qualifications required to obtain rental housing,” it says. Such qualifications include personal background statistics such as credit score and annual income, statistics that disproportionately work against people of color due to a history of systemic racism in the United States.

A further result of the moratorium is an overall reduction in the availability of affordable housing, the brief explains, as housing providers remove their rentals from the market by either leaving them empty (rather than footing the bills for nonpaying tenants) or leaving the industry altogether.

ARGUMENT #2: UNCOMPENSATED TAKING

The state moratorium requires landlords to provide housing, but removes their legal capacity to end tenancies, issue notices to quit or initiate evictions, even in cases of rent nonpayment for any reason.

By doing so, the state is violating the Takings Clause of the Fifth Amendment to the United States Constitution, which states that “private property [shall not] be taken for public use, without just compensation.”

“The Commonwealth is doing exactly what the Takings Clause is supposed to prevent,” notes the amicus brief. That is, it is “forcing some people alone to bear public burdens which, in all fairness and justice, should be borne by the public as a whole,” as quoted from the cases *Dolan v. City of Tigard*, 512 U.S. 374, 384 (1994), and *Armstrong v. United States*, 364 U.S. 40, 49 (1960).

Though Ch. 65 states that its language does not relieve tenants from rent obligation or restrict landlords from collecting rent, the statute, in its removal of recourse for nonpayment, clearly *does* restrict the ability to recover rent.

The brief goes on to clarify that landlords take on further expense risk by having to pay maintenance, upkeep and utility costs in order to keep a rented property habitable – a further disincentive for landlords to continue renting.

The moratorium in effect takes property away from landlords by removing the benefit of compensation and by restricting any ability to evict a nonpaying tenant, find a new paying tenant or even to sell the property (unless a buyer could be convinced to purchase a property with a nonpaying tenant in occupation – highly unlikely).

At least, landlords who are being asked to provide housing without recourse in the case of nonpayment are entitled to compensation equal to the value of the property they are providing for the public good.

ARGUMENT #3: NO ACCESS TO COURTS

Only landlords with tenants whose “conduct threatens the health and safety of others or the general public” may initiate evictions in court during the moratorium, according to Chapter 65. All others are barred from access to the courts for commencing summary processes, for any reason, including in cases where tenants have stopped paying rent even if they have not been affected by COVID-19 and the response.

The brief states that by barring access to courts, and therefore, legal recourse for landlords in selective cases – e.g., when tenants decide not to pay rent but are not defined as threatening the health and safety of others or the general public – the state is violating Articles 11 and 29 of the Massachusetts Declaration of Rights.

Article 11 guarantees the right to a remedy by recourse to the laws “promptly and without delay.” Article 29 guarantees the “impartial interpretation of the laws and administration of justice.”

Further, by barring access to the courts in this selective way, Ch. 65 blocks access to housing specialists. These are Housing Court employees who provide invaluable information and sometimes act as knowledgeable mediators in disputes. These specialists are prompted to service only by action of the filing of a summary process, which is not allowed for most landlords under Ch. 65.

FAIR COMPENSATION FOR PUBLIC SERVICE

The amicus brief called for an order: 1) declaring that Ch. 65 operates as a taking for housing providers who are prohibited from seeking judgment and possession in nonpayment cases, and which entitles housing providers to reasonable compensation; and 2) enjoining the enforcement of Ch. 65 absent such compensation.

The case of *Matorin, et al v. Executive Office of Housing and Economic Development* remains active. [ML](#)

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Massachusetts vs. the World: NO STOVES REQUIRED IN CALIFORNIA

By Kimberly Rau, MassLandlords Writer

“Fully Furnished” may not include basic cooking appliances

The Massachusetts State Sanitary Code (otherwise known as 105 CMR 40) is pretty clear about what kitchen appliances are required for landlords to provide their tenants.

“Every dwelling unit...shall contain suitable space to store, prepare and serve foods in a sanitary manner,” section 410.100 states. It goes on to list the appliances a landlord must provide: a kitchen sink of adequate size to wash dishes, a stove and oven “in good repair” and “space and proper facilities for the installation of a refrigerator.”

In other words, a tenant in Massachusetts can expect to move into

their rental unit and be able to cook dinner that same night if they choose. This applies to standalone rental units as well as “accessory” apartments.

ONLY IN MASSACHUSETTS

But that’s not the case in other parts of the country. California, for example, has no such law. In fact, Craigslist ads for rooms for rent, expressly stating that “no cooking” is allowed, are perfectly legal. Studio apartments advertised as “fully furnished” may lack stoves and ovens, and still cost \$1,500 a month.

The California Health and Safety Code (17920.3) states that tenants must have access to working heat, toilets, and running water. Landlords must also provide a “kitchen sink,” but the code does not define a kitchen and does not specify that tenants must be able to

access cooking facilities. It also does not state that landlords must provide refrigerators, something that further limits a tenant’s ability to prepare and store food.

If this seems strange, though, it’s important to point out that many states do not require landlords to provide stoves, ovens or refrigerators. In fact, only six do: Alaska (only stoves and ovens), Colorado, Indiana, Iowa, Massachusetts and New Jersey.

In six states, landlords must provide these things only if required by the municipality in which the rental unit is located. This includes Connecticut, Montana, Nebraska, New Hampshire, North Carolina and North Dakota. The remainder of the states either do not address the issue, or do not require landlords to provide these appliances.

Massachusetts is notorious for having high housing costs. But when you compare how much kitchen a renter gets for what they pay in comparison with the rest of the country, it’s not too bad renting in the Bay State. [M](#)

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Massachusetts landlords must provide stoves for their tenants, but that's not the case in most of the country.
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EVICTIION SEALING TALKING POINTS:

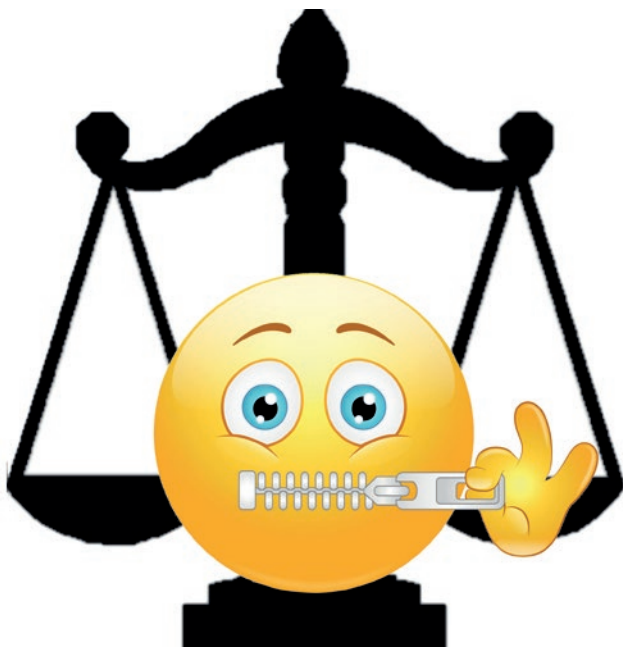
An In-Depth Essay

Eviction sealing is a class of proposals that would hide or obfuscate court records and prevent landlords from discussing renter histories.

Eviction sealing is a class of proposals that seek to reduce housing barriers by preventing eviction records being used in rental screening. The idea is that redacting or withholding some, all, or a portion of the public records pertaining to summary process (eviction) proceedings will prevent misuse. Landlords tend to strongly oppose eviction sealing.

WHAT EVICTION SEALING ADVOCATES SAY

Advocates of eviction sealing have identified a group of renters who experience disproportionately high housing barriers on account of past evictions. They say such renters appear on rental applications as if they wear a “Scarlet Letter ‘E’” for ‘eviction,’ the way Hester Prynne wore a “Scarlet Letter ‘A’” for ‘adulterer’ in the novel *The Scarlet Letter* by Nathaniel Hawthorne. Having once been evicted, no future landlord will rent to them.



Examples of eviction-related housing barriers include:

- A renter who was taken to court by mistake, because the landlord was confused about which unit or individual they were serving.
- Minor children who are listed as defendants on eviction notices, even though they were not responsible for the rental agreement or breach.
- Households who experienced a period of low income resulting in eviction, housing instability and/or experiencing homelessness, who now have adequate income.
- Households whose rental agreements were terminated “no fault” who cannot move in the required notice period, overstay, and generate an eviction record.

Once an item like an eviction record appears on the Internet, it is hard to take it down. Eviction advocates therefore argue that all public records should be sealed from the first moment of court procedure, and only unsealed in certain circumstances.

The list of circumstances under which documents pertaining to an eviction could be published is limited and varies by proposal. In most proposals:

- Evictions would be public if they result in a judgment (a decision by judge or jury) for nonpayment or lease violation;
- Evictions would remain secret in “no fault” evictions, without a specific reason given;
- Evictions would usually remain secret in any case dismissed by the plaintiff; and
- Evictions would usually remain secret in any case that did not result in a final judgment, regardless of the original reason for eviction or the motivation behind dismissal.

Some proposals for eviction sealing would not publish “agreements for judgment” (mediated agreement), others would.

Eviction sealing proposals also stipulate how long a published eviction can remain public. Eviction records might remain public indefinitely or might become automatically sealed again after a period of time. It might be possible to request records be sealed given certain circumstances, like having paid off a previous judgment (similar to criminal law).

Advocates of eviction sealing claim it will not achieve the desired level of privacy unless it also gags landlords to prevent informal sharing of eviction-related information, especially over private message boards, chat groups, or conversation. For this

reason, there are usually standards proposed like those that pertain to credit reporting agencies. Under eviction sealing, landlords would not be able to publish information about a renter's creditworthiness except according to strict guidelines. Some proposals go further and attempt to ban all speech about renters, including "manner of living."

WHAT THE COURT RECORDS CURRENTLY SAY

The staff at the Housing Court and District Court who hear summary process (eviction) cases work hard to ensure that public records are relevant to the public, complete, and truthful. Court records objectively describe what happened and how justice was served. Court records do not get into "he said, she said" or other subjective details. Court records also do not collect or display personally identifiable information. A typical online court record looks like this (actual case but names changed):

09H85SP000335 Landlord, Larry vs. Tenant, Tina
Case Type: Housing Court Summary Process
Case Status: Closed
File Date: 01/26/2009
Initiating Action: SP Summons and Complaint - Non-payment of Rent
Status Date: 06/16/2009
Property Address: 74 Wall Street 1, Worcester MA 01604
 01/26/2009 SP Summons and Complaint - Non-payment of Rent
 01/26/2009 SURCHARGE 185C:Entry of Action filed (Section 466 - M.G.L. c. 185C, §19) SURCHARGE Receipt: 11945 Date: 01/26/2009
 01/26/2009 SUMMARY PROCESS: MGL Chapter 185C, Section 19; CHAPTER 262 SECTION 2 Receipt: 11945 Date: 01/26/2009
 01/27/2009 Scheduled
Event: Summary Process Trial
Date: 02/05/2009 **Time:** 09:00 AM
Result: Not held but resolved
 02/05/2009 Agreement for Judgment
 02/17/2009 Motion by Larry Landlord to issue execution
 02/18/2009 Scheduled
Event: Motion Hearing
Date: 02/26/2009
Time: 09:00 AM
Result: Allowed
 02/26/2009 Event Resulted
 The following event: Motion Hearing scheduled for 02/26/2009 09:00 AM has been resulted as follows:
Result: Allowed
 02/26/2009
Judgment Date: 02/26/2009
Judgment Type: Final Judgment
Judgment Method: Agreement
Judge: Justiciar, Honorable Jane
Judgment For: Landlord, Larry
Judgment Against: Tenant, Tina
Terms of Judgment:
Date Interest Begins: 01/26/2009
Date Judgment Entered: 02/26/2009
Days of Interest: 31
Daily Interest Rate:
Single Damage Amount: 1700.00
Filing Fee and Surcharge: 135.00
Other Costs Paid to Court: 5.00
Other Costs: 30.00
Costs Total: 170.00
Damages Total: 1,700.00
Judgment Total: 1,870.00
Further Orders:
 06/16/2009 Case Disposed

The online court records do not contain:

- Social security numbers, dates of birth, or other unique identifiers that would let a reader know definitively who was a party to the case.
- Evidence including text messages, photographs, or rental agreements.
- Testimony including statements made at court and written arguments.
- Rationale for decisions.
- Moral judgment on who was right or wrong.

Attorneys may be able to find evidence and testimony online through their portal. The public may be able to obtain evidence and testimony in person at a courthouse. Unless a decision is published by the judge, the rationale will never be known. There will never be personally identifiable information (this is not collected unless it is entered into evidence).

The case above shows that the tenant owed the landlord \$1,870. A landlord using this information to screen would be able to infer a likely match between their applicant and this record only if the defendant name matches the name on their rental application, and if the address also matches. Otherwise, nothing else is known. Is this the same Tina Tenant? Why did rent go unpaid in this case? What was the condition of the apartment when rent was withheld? If this is Tina, which of her circumstances have changed that make this case irrelevant to her current application? Landlords must inquire outside the court records to find out if this case is a match or is housing relevant.

SUMMARY OF EVICTION SEALING FLAWS

Eviction sealing as a public policy is flawed in many ways:

1. There is already a process for sealing select housing court records;
2. Housing court records are highly relevant on rental applications;
3. Sealing eviction records exacerbates systemic sexism, racism;
4. More data, not less, helps renters show innocence;
5. Renters can use public data to screen landlords, too;
6. Secrecy requires licensing of journalists;
7. Secrecy facilitates corruption and nepotism; and
8. Secrecy erodes bedrock principles.

1 EVICTION SEALING FLAW ONE: THERE IS ALREADY A PROCESS FOR SEALING SELECT HOUSING COURT RECORDS

Eviction sealing proposals in Massachusetts seek to enact new sections of law, without reference to existing law, as if there were currently no means of sealing court records. Under existing statute, the court already have authority to seal or delete court records in certain circumstances.

For instance, MGL Chapter 186 Section 12 says that if a tenancy is terminated because an agency of the federal or state government fails to pay the renter or the landlord an assistance payment, "the court... shall... if all rent due with interest and costs of suit has been tendered to the landlord... treat

the tenancy as not having been terminated.” This establishes “payment in full” as the condition under which the legislature has authorized sealing records of eviction. The wording could be expanded to cover additional instances where the landlord has been repaid in full, even if the original nonpayment was not related to government default.

Alternatively, the process for sealing criminal records is laid out in MGL Chapter 276 Section 100A. This section provides an explicit procedure for how court records shall be sealed.

Criminal records, including juvenile records, are not sealed upon filing. Rather, they may be sealed upon request after a period of good behavior has rendered the previous court record irrelevant.

Any properly drafted eviction sealing legislation ought to begin with reference to either or both of these sections of the law. We should strike them, differentiate from them, or expand on them to make a change, rather than create conflicting procedures.

2 EVICTION SEALING FLAW TWO: HOUSING COURT RECORDS ARE HIGHLY RELEVANT ON RENTAL APPLICATIONS

Eviction sealing advocates say that landlords have little or no legitimate purpose looking at eviction records. On the contrary, landlords have an obligation to themselves and their existing renters to ensure that each new resident is likely to contribute to the community financially and in terms of following the rules.

A minority of so-called “professional tenants” abuse the court system and live rent-free by bouncing landlord-to-landlord. Some deal with their neighbors and their landlord in a confrontational, entitled style once they have the keys. Although rare, these abuses cast a long shadow and give many addresses a bad name. A single bad renter can clear out all adjacent units over the next year (by adversely impacting the desirability of renewing a lease). Landlords must be able to screen out applicants based on past behavior as a service to their current renters and neighbors.

Noisy and destructive renters are a boogeyman that stalls zoning reform and density. If it were possible to ensure that “bad renters” don’t take up residence, resistance against expanding rental housing in single family neighborhoods would decrease. Renter behavior is highly relevant to both microeconomic success and macroeconomic housing policy.

3 EVICTION SEALING FLAW THREE: SEALING EVICTION RECORDS EXACERBATES SYSTEMIC SEXISM, RACISM

Advocates of eviction sealing argue that eviction has a disparate impact on women and renters of color, and that income, credit score, and other non-eviction metrics should count more on a rental application than whether someone ended up in court. Their conclusion does not follow from the facts.

It’s true that eviction disproportionately affects women and renters of color. This is because women and renters of color have disproportionately, unfairly lower income and less borrowing ability due to systemic sexism and racism in employment and credit. Renters affected by these systemic issues

will make less and have less ability to buffer against financial setbacks. Such renters are more likely to experience housing instability. The only thing entirely within the control of such renters is their communication approach during such setbacks, and whether they end up in court.

If a renter unable to pay says nothing to the landlord, or says “I can’t pay and I’m not leaving,” that is a very different customer relationship than a renter who says, “I can’t pay and I hope you will work with me to either move out early or pay late.” In the former case, a landlord will have to go to court for lack of communication. In the latter case, the landlord will likely delay court filing in an effort to avoid litigation expense against a well-meaning customer. Court will cost three month’s rent, on average. Landlords can work with renters who are poor. What we can’t work with is non-communication and no plan.

Eviction sealing prevents a landlord from learning about a renter’s housing history, and therefore removes an opportunity to have a hard conversation and learn about communication ability. Landlords who cannot inquire about past evictions will instead screen tougher on the numbers, exacerbating the effect of systemic sexism and racism, for which eviction sealing is no cure. Without substantial reform in areas unrelated to housing (e.g., workplace equality, reparations), it is unlikely that women and renters of color will see improving scores on rental applications. Whereas before landlords could assign 20 points for a clean court record, now landlords will require higher income or higher credit to qualify for the same apartment. More marginal applications will be declined. Eviction sealing will disproportionately harm those of us it is meant to protect.

4 EVICTION SEALING FLAW FOUR: MORE DATA, NOT LESS, HELPS RENTERS SHOW INNOCENCE

To the extent that public court records are vague, they are harmful to good applicants. Consider the following example (real story submitted by a member, with names changed):

“Tina was evicted for nonpayment from her last place eight months before I met her. Since then, she along with her boyfriend and two kids have lived in a homeless shelter.

“Reason for eviction: Tina and Tony both worked for the same company, which abruptly went out of business. They were not able to financially recover from the unforeseen loss of both incomes.

“Eight months later, their combined gross monthly income is \$4,200. I was prepared to accept them despite the eviction because this double loss of income had since been corrected and was unlikely to occur in the future.

“She disclosed the eviction, claiming that she owed the landlord zero dollars. MassCourts.org does not divulge the details because it was settled in mediation.

“We called the previous landlord for details. He confirmed the nonpayment eviction and said she owed him \$1,600 in back rent, much different from the \$0 she has told us. He confirmed that Tina had moved out on the date that she claimed and left the place in good condition. He said he no longer had the written mediation agreement/judgment.

“This damning piece of information would have been the end in a lot of landlords’ screening. What reason did the other landlord have to lie? Tina had already left his unit. But Tina wants my unit, and does have an incentive to lie.

“Before rejecting Tina and her family, I asked Tina if she could put her hands on the judgment. As fortune would have it, she found the court papers.

“The mediation agreement clearly states that the last month’s rent and security deposit would be used for the remaining tenancy and that she owed zero dollars. The landlord lied. Tina had told us the truth.

“Tina almost didn’t have a home because of a bad landlord reference. If masscourts.org were to show the detailed judgments generated from mediation, which make a substantial percentage of housing court cases, then landlords can make decisions based on the facts. If landlords are rejecting someone because of an eviction where facts that are actually beneficial to the renter are hidden, then perhaps MORE facts are the answer instead of NO facts.

“For people like Tina, the current system places the burden of documentation entirely on the renter. Eviction sealing will only increase the burden on the renter. Do the renter advocates know that? If Tina didn’t have that piece of paper, she would have remained homeless indefinitely because we still would have called the previous landlord regardless. We would have been forced to take the landlord’s word over hers and would have rejected her. It was a court record that saved her.

“I guarantee that if I asked Tina, who has now been our resident since September 2017, if she would be willing to attest to this, that she would. She is very grateful that a court record got her family a home.”

This example shows how objective court data can be more freeing than inaccurate or gossip-style landlord references.

5 EVICTION SEALING FLAW FIVE: RENTERS CAN USE PUBLIC DATA TO SCREEN LANDLORDS, TOO

The housing crisis has reduced housing supply to the point where many applicants do not have wide choice of landlord, but every applicant still has some measure of choice. All renters can use the court records to screen the landlords themselves, just as landlords are screening them.

Consider a landlord whose Registry of Deeds record indicates they have owned their three-unit building for 20 years, and whose MassCourts.org record indicates they have never once taken a renter to court. The two combined mean they have an eviction rate of zero over 60 unit-years. Compare that to a landlord in the same market who has owned a six unit building for ten years and has evicted five households, a rate of one per 12 unit-years. Does it mean one landlord was very lucky, while another was not? Perhaps. But equally possible is that these two landlords likely have very different approaches to conflict resolution.

In the same way court records shine a spotlight on professional renters, they can shine a spotlight on landlords who are quick to evict.

This information is particularly useful to subsidy administrators helping their clients navigate a difficult search, parents

and guardians helping their children find their first college apartment, and others who take care and exercise due diligence when shopping for a new home. All of this critical landlord background is readily available in the public records, but would not be available under eviction sealing. And eviction sealing would preferentially hide those landlords whose claims were the most frivolous, since those cases would not result in judgment rising to the standard requiring publication.

6 EVICTION SEALING FLAW SIX: SECRECY REQUIRES LICENSING OF JOURNALISTS

Because landlords could share their own bad renter references even if the court records were sealed, eviction sealing proposals seek to restrain landlord speech as well. But since it’s recognized that democracies require access to government records, eviction sealing proposes to permit legitimate journalists to read court records. Who is a legitimate journalist? Is a Boston Globe reporter a journalist? How about a MassLandlords reporter? How about a landlord who is a blogger?

In the United States, anyone can become a journalist or an investigator of government abuse without license from the government. This is an essential freedom. Imagine the opposite, where only licensed journalists can investigate malfeasance, or can criticize the government. What public official would grant a license to a journalist who might attack them and deny them reelection? It only takes one round of self-serving politicians or officials to eliminate all honest journalists from the profession, leaving the remaining licensees lackeys or uncritical yes-men.

Licensing of journalists has been effected many times throughout history, but never in a free democracy. Soviet Russia, Nazi Germany, and Communist China have relied or still rely on journalistic licensure to maintain control of their state propaganda.

Many of the proposals for eviction sealing cannot be implemented because they rely on defining a journalist apart from a landlord. This cannot safely be done.

7 EVICTION SEALING FLAW SEVEN: SECRECY FACILITATES CORRUPTION AND NEPOTISM

Eviction sealing seeks to seal all records upon filing to prevent that information from being exposed to public scrutiny. In sealing all eviction records from the outset, eviction sealing facilitates corruption and nepotism.

When a well-connected plaintiff or defendant appears in court, the only thing keeping the trial fair is the character of the judge and the public spotlight. Eviction sealing eliminates the major enforcer of justice – the public spotlight – and leaves the character of the judge the only determinant between fairness and corruption.

Imagine a scenario where the landlord is evicting a renter but doesn’t really have all the evidence needed to prove their case. Imagine the renter is unrepresented by an attorney, does not speak English well, and has no hope of attracting media attention. What expectation of fairness do we have if the landlord and the judge are regular golf partners, the existence of

the eviction case is a secret, and the rationale for any decision will never be known?

Landlords have the most to gain from secret courts, because landlords often have a greater degree of money and favor to bestow upon judges, clerk magistrates, or other housing court staff. Landlords (and to a lesser extent, well connected renters) may obtain results in secret cases that otherwise ought not be obtained.

Secret courts are sadly a danger in Massachusetts. As the Boston Globe spotlight series on “show cause” trials proved, we already have secret pre-criminal courts. We suspect they have for years resulted in unfairly favorable treatment to politicians, officials, their relatives, and other influencers, to the detriment of their victims or accusers. The corruption runs so deep the Chief Justice of the Supreme Judicial Courts, Ralph Gants, oversaw a denial of the Boston Globe’s request for access.

In Boston Globe Media Partners LLC vs Chief Justice of the Trial Court, Chief Justice Gants denied the Globe’s request for full access to show cause hearings, which are a preliminary step on the road to criminal prosecution. In a nutshell, the judge argued that it was not necessary to prosecute for a crime if everyone could work it all out behind the scenes. The court argued a hypothetical “hockey fight” scenario, where one parent assaults another in the bleachers at a high school hockey game:

“Returning to our youth hockey altercation example, where a clerk-magistrate finds probable cause to believe that the accused parent struck or pushed the complainant parent, and therefore committed a misdemeanor assault and battery, and where the prosecutor’s office has not communicated an intent to prosecute the accused parent, the clerk-magistrate may decline to issue a criminal complaint and instead explore... ways to resolve their dispute outside the criminal justice system.”

What ways are there to resolve cases outside of the criminal justice system? Mediation, for one. Bribery, for a second. In other words, the Chief Justice’s court wrote that you can break someone’s nose in front of an entire school, and if you can “persuade” the clerk magistrate that you will work it out with the parent privately, you ought to be free to go without criminal charges and without a public record. A favor here, a little muscle there, and the case will never be heard of. Does it sound like secrecy is designed to help the underdog, or the corruptly well connected?

It is not possible to know whether well-connected landlords or renters are being disproportionately helped or harmed by court proceedings unless on any given case the public can inspect the process. Eviction sealing eliminates all hope of knowing, and it stands to reason that renters won’t be the ones who benefit.

8 EVICTION SEALING FLAW EIGHT: SECRECY ERODES BEDROCK PRINCIPLES

Eviction sealing advocates have argued by analogy: “If a criminal defendant is innocent until proven guilty, then so is a renter. Therefore, nothing negative should be published about a renter until their case has been decided and they are found to


be ‘guilty.’” This analogy is misleading for several reasons and erodes bedrock principles.

First, eviction sealing would put a moral judgment on merely being named in a lawsuit. Currently, there is no moral judgment with being named in a lawsuit. Anyone can be sued for any reason. Sometimes people are sued rightly. Sometimes people are sued wrongly. The point is, until a case is decided, it’s impossible to know. The fact of the lawsuit itself is not something shameful or pejorative, and experienced landlords know this all too well. It is important to emphasize outcomes rather than process, to focus attention on decisions rather than complaints.

Second, if “innocent until proven guilty” requires secret housing court records, then surely it requires secret arrests. Nothing can be more unfairly damning on a rental application, especially with a small mom and pop landlord, than having been arrested for something from which you have yet to be exonerated. But consider what happens when arrests are made secret. China has secret arrests, and has “disappeared” unknown numbers of dissidents and others against whom the state feels antipathy. Such arrests may have good intentions, say the Chinese, but the result is unambiguously evil: family, friends, and loved ones cannot know what has happened or come to the aid of the detainee. As we have described above, secrecy breeds corruption. The bedrock principle of “innocent until proven guilty” does not override the bedrock principle of public access to government process, and to argue otherwise is to argue to absurdity.

True, landlords may use both court records and criminal records in tenant screening. But there are laws in place prohibiting discrimination on the basis of arrests alone. Landlords are allowed to consider convictions, but not arrests. The same kind of discrimination protection is missing in the housing space and could easily be implemented, akin to the criminal protections, without the need for secrecy.

EVICTON SEALING CONCLUSION

Having considered all of the foregoing, it is clear that sealing all records preemptively does not fulfill a legitimate public purpose, and in fact has serious adverse consequences for those of us it is intended to protect. Sealing on a case by case basis could make sense via expansion of existing statute, rather than by a completely new “eviction sealing” overhaul. Likewise, offering additional protection against unfair discrimination could be accomplished without giving up the public access required in a self-governing society. 

Point your camera app here to read more online.



How Does **TRANSPORTATION** AFFECT HOUSING?

By Kimberly Rau, MassLandlords writer

Studies show that transportation affects affordability and availability of housing

It's no secret that some areas of Massachusetts, particularly Boston, are pricey places to rent or buy property. In fact, a recent study places Boston third on the list of the most expensive rental markets in the country (ranking behind San Francisco and New York City in first and second place, respectively). But while high rents can certainly affect a city's affordability rating, transportation costs also play a role in determining who can afford to live someplace. Transportation, and the zoning reform that often goes along with it, can create new housing opportunities, allowing landlords to obtain more rental units and grow their businesses. In other words, it's a win-win for renters and landlords alike.

SMALLER CITIES FACE BIGGER TRANSPORTATION ISSUES

Research from the Department of Housing and Urban Development (HUD) shows that cities with populations under 250,000 often struggle with making strong connections between housing, public amenities and transportation options.

Land closest to public transportation and other amenities is often more expensive than land in outlying areas, so builders of affordable housing "often select sites located on the city's periphery, where residents are forced to rely on car transportation — a challenge for the 18 percent of households earning less than \$35,000 that do not own a car," HUD reports.

Furthermore, living in one of those housing units could greatly increase a family's transportation expenses, as they may need to purchase a car or rely on transportation services to access public transportation. A study from Harvard's Joint Center on Housing Studies reported that lower income renters spent 4.4 percent of their monthly income on commuting, compared to just 1.1 percent spent by renters earning higher incomes.

THE ROLE OF TRANSIT ON PROPERTY VALUES

Even cities with extensive public transportation options can have housing issues if the public transportation is unreliable. It can also have a serious effect on housing prices and home values.

A 2017 Redfin study showed that Boston had a transit score of 74, but also noted that one transit score point could affect a home's median price by \$3,585, or 1.1 percent. In other words, being closer to the T could allow you to seek a higher asking price to sell your home, or charge more in rent... but only if the MBTA is functioning the way it should be and the highways are at least somewhat navigable.

According to a 2019 article by RealEstate (by boston.com), titled "Will transportation woes drive down home prices?," people pay high amounts of money to own or rent as close to Boston as possible, "partly because of the quality and quantity of jobs here." But, it went on to say, if highway conditions remain



Homes located near convenient public transportation have higher property values, which is good news for landlords. Das48 / CC BY-SA

as congested as they are, and the MBTA remains unreliable (e.g., among other issues, the article reports 43 derailments between 2014 and 2018, the second-highest in the nation after New Orleans, per the Boston Globe), major employers could start moving out of or avoiding the city.

"If it's too hard for... workers to get to their jobs, other rival areas will become more attractive to employers," says Eric Bourassa, Metropolitan Area Planning Council director of transportation, in the article. However, as long as there are still employment opportunities in Boston, there's no reason to think bad transportation alone will tank housing numbers.

That said, the opposite correlation can also be made: New transit options can increase property values. For instance, in 2016, the MBTA added to its line express trains that could travel from Worcester to Boston in less than an hour. The number of people utilizing the commuter rail had already been increasing, according to data from 2012-2018. But the Framingham/Worcester line alone saw an increase of 45.7 percent in ridership, and in that same time period, home values began to rise as well.

No one is claiming that this was strictly due to expanded transportation options, but statistics show that existing transit can help pave the way for new development, in part because people are less concerned about the impact of traffic in their community if developers can point to nearby public transit, Bourassa said.

Of course, proximity to transit only positively affects property values (and, by extension, rent numbers) if it's the "right" kind of transportation. People will pay a premium to live near an MBTA station in Boston, but it's going to be a hard sell to ask the same kind of rent for a place in close proximity to a highway on-ramp. Convenience is good, but nuisances like a noisy freeway are less than desirable.

PUBLIC TRANSIT CAN POSITIVELY AFFECT PARKING ISSUES

It's no secret that there's a shortage of affordable housing units in urban Massachusetts areas such as Boston. The law of supply and demand tells us that fewer units means higher rents, which only exacerbates the problem of finding affordable housing for many

Massachusetts residents. Many factors influence how many new units may be built in any given area, but data collected by the Metropolitan Area Planning Council (MAPC) in 2019 suggests that public transit could provide a solution.

The data MAPC collected at almost 200 multifamily developments in 14 cities and towns showed that "most of the communities in Metro Boston have built more residential off-street parking than is needed or utilized." Up to 30% of available parking spaces were sitting empty, even at peak parking times, such as overnight on the weekend.

"Local zoning rules often mandate excessive parking even as many homeowners and renters do not own vehicles and instead prefer public transit, biking, car share, and ride-hailing services to get around," MAPC wrote.

Combined, the empty spaces represented more than 41 acres of land and added \$94.5 million in constructed costs, or approximately \$5,000 per housing unit. MAPC suggested that this land could be better used for green space or additional housing units, which would both increase supply and lower costs for renters.

THE PUSH FOR TRANSIT-ORIENTED DEVELOPMENT

MAPC's study data also suggested that the demand for parking seemed to be influenced by supply. In other words, if parking was available, people were more inclined to use it, but easy access to transit could reduce demand as well.

Transit oriented development (TOD) strives to "create mixed-use, higher density communities that encourage people to live, work and shop near transit services and decrease their dependence on driving," according to [mass.gov](https://www.mass.gov). In other words, the goal is to incorporate these transit stations into the community in a way that makes people want to use them instead of relying on automobiles.

To be effective, TOD must exist within a quarter mile (a 5- to 7-minute walk) from transit stations. It must be pedestrian-friendly and have a reduced number of parking spaces, and must be designed in a way that encourages use.

Some TODs include transit stations in their development (such as Copley Plaza

in Boston), while others focus on building reuse (Davis Square in Somerville). In less-urban areas, TOD works to cluster new development around transit stations, instead of leaving the area around them under-utilized.

SOME RESIDENTS RUN COLD ON TOD

TOD seems like a win-win for communities. Reducing auto use can be good for the environment and reduces traffic and the need for more parking. Efficient use of existing land can also be a boon for communities, including creating more housing options. But not everyone is in favor of such initiatives.

In Jamaica Plain, the landlord of a building that houses a brewery is suing to block homeless shelter Pine Street Inn from creating a long-term housing development that would get people off the streets. The development is slated to be a five-story building comprising studio and traditional apartments. The development is slated to have 202 units, but has allotted space for just 39 parking spaces. The Turtle Swamp Brewery is located across the street from the proposed Washington Street site, though the business' co-owners, who rent the brewery space, have stated they are not officially affiliated with the lawsuit their landlord, Monty Gold, filed.

TRANSIT NEEDS DENSITY TO SUCCEED, BUT DENSITY WITHOUT TRANSIT IS DIFFICULT

It's the problem of the chicken or the egg: Densely populated areas have a hard time thriving if transit options are not available, but creating transit in areas that are not already densely populated is also a tough sell. A 2019 report from the Massachusetts Housing Partnership (MHP) showed that most of the 261 transit station areas examined have fewer than 10 homes per acre surrounding them. This represents wasted opportunity to create more housing and mixed use zones that could stimulate the economy.

For example, a square acre has 208.7 feet on one side. If the average person can walk a mile (5,280 feet) in 20 minutes, they could cover a little more than a third of a mile (1,724 feet) in seven minutes, or just over 8.25 linear acres. Draw a circle

with this radius, that means about 200 acres are walking distance to the center. Porter Square, in Somerville, has an average of 16.6 housing units per acre, or 3,300 homes walking distance to the redline. Compare that to Chelsea, which has an average of 3 housing units per acre (600 homes walking distance). It's easy to see the possible growth potential, if towns embrace mixed use zoning.

TODEX, an app released by MHP, allows viewers to see those density statistics for themselves. MHP recognized that even in suburban areas with low density, the potential existed for rezoning and development that could allow both transit systems and the surrounding community to benefit.

GOV. BAKER'S HOUSING CHOICE INITIATIVE

The importance of transit in relation to housing is not lost on the State. In 2019, the governor filed legislation that would further the 2017 Housing Choice Initiative. This plan supports the creation of 135,000 new housing units by 2025, citing inadequate housing production as one of the state's biggest challenges.

This newer legislation looks to "deliver necessary, targeted zoning reform" to encourage housing production in communities around the Commonwealth. Currently, zoning changes in municipalities must be approved by a two-thirds supermajority vote. Gov. Baker's housing choice bill would allow cities and towns to pass zoning changes by a simple majority vote, in theory streamlining the process to allow for multifamily housing development.

If passed, the legislation would not mandate these changes, but will "allow municipalities that want to rezone for denser, transit or downtown oriented,

and new housing development to do so more easily."

The bill promotes many best practices that would qualify for simple majority approval, including adopting 40R "Smart Growth" zoning in town centers and areas near public transit. The types of zoning encouraged under 40R would include dense residential districts, or mixed-use zoning districts, including affordable housing. A simple majority vote could also reduce parking or dimensional requirements (think minimum parking lot sizes) and granting increased density via a special permit process.

The Joint Committee on Housing also added a special provision to the legislation that would allow local permit granting authorities to approve special permits for certain types of development by a simple majority vote, including circumstances where affordable housing is created near transit centers.


While some housing advocacy groups are in favor of the legislation (the Citizen's Housing and Planning Association stated that while the bill was not a "standalone solution," it looked forward to working with the state to get it passed), other organizations appear more critical. The journal Commonwealth expressed concern that the bill as it reads now does not offer enough protections for low-income families:

"The problem with Baker's approach is that, in the short term, housing production in cities and towns with low property values close to transit drives up housing prices, causes gentrification, and leads to the displacement of low income residents. With a loosening of zoning restrictions across all cities and towns in the Commonwealth, cities like Brockton, Malden, and Lynn that are commuting

distance from Boston, but where housing prices are currently low, would quickly become ripe for new high-end development. Low-income residents of these places will then either have to move out of the community or pay higher prices."

Commonwealth suggested the bill should include a mandate for developers to build a higher percentage of affordable housing that is accessible to low-income renters, as well as include protections for groups most at risk of displacement.

ACCESS TO TRANSIT CAN ONLY IMPROVE THINGS FOR LANDLORDS


Zoning changes allowing for multi-family properties or more mixed-use zones won't solve all of the state's housing and transit issues by themselves. However, the data shows that in a state where space is at a premium, we can't afford to continue squandering valuable square footage on parking spaces that will be left empty or allowing T stations to sit alone with nothing but a parking garage within walkable distance. Transit that is accessible on foot, and that affords easy access to housing and commercial opportunities, means more renters, better property values and more economic growth. 

Point your camera app here to read more online.



ARTICLE YOU MAY HAVE MISSED

Cash for Keys – Could it Work for You?

Cash for keys may soon be on the rise. It's an idea that might appeal to many landlords who want to incentivize tenants to leave their rentals and avoid a drawn out eviction process. 

The full article can be found at: MassLandlords.net/blog

INDIVIDUAL CLAIMS COUNCIL TO ASSIST LANDLORDS in Collecting Unpaid Rent

By Eric Weld, MassLandlords, Inc.



The MassLandlords Individual Claims Council will assist landlords in attempting to collect rent in arrears due to COVID-19 and the response.

The MassLandlords Individual Claims Council aims to assist landlords in collecting rent arrears while solidifying housing for renters.

Housing providers trying to claim unpaid rent during the eviction moratorium have few options. Housing courts are closed to most cases. The state eviction moratorium has been extended twice, most recently to October 17, and looks likely to be extended again to match the CDC moratorium, which runs through December. Rent relief provided by federal, state and municipal sources falls far short of the need.

To help landlords claim rent in arrears, MassLandlords is making available to its members an Individual Claims Council that will assist landlords in attempting to retrieve unpaid rent, enforce the application of rental subsidies, or take other actions that may result in collectible agreements to pay or receive payment. The Individual Claims Council will also be able to determine if renters are eligible for public assistance programs like RAFT or ERMA, and give landlords options to gavel down roadblocks.

For more information and access to the Individual Claims Council, attend a virtual meeting on Thursday, Sept. 10, 4-6 p.m. The event, which will be presented by Peter Vickery, MassLandlords Legislative Affairs Counsel, is open to all ticketholders. Intake will be limited to MassLandlords members, but membership is open to all.

NO SOLUTIONS TO AVOID HOUSING CRISIS

MassLandlords has averred from the beginning of the COVID-19 outbreak: No one should be evicted because of the pandemic or its aftermath. We also recognize that housing providers should not be asked to provide public housing for free. We have worked from several angles to devise and propose solutions that will ensure that renters can remain in their homes and that housing providers receive rent payments.

Foremost among our proposals is a Fair and Equal Housing Guarantee via Surety Bonds. We have persistently lobbied legislators to consider our proposal, and to consult with housing providers in legislation responding to the housing crisis brought on by the pandemic. And while we have not pursued litigation challenging the eviction moratorium, we submitted an amicus brief in support of a Superior Court case that calls into question the constitutional legality of the moratorium on several fronts.

So far, these efforts have not taken hold among elected officials. Still, no solution has emerged for a potential housing crisis following the lifting of the moratorium.

TAKING ACTION

The MassLandlords Individual Claims Council is a network of attorneys that will help housing providers file individual legal and political claims for the state to pay COVID-19-related rent arrears. The goal is to avoid court and eviction for all renters affected by the pandemic and response.

Filing individual claims, on a case-by-case basis, can serve as a demonstration


of how much damage has been done, and how vital it is that the state take action to assure that housing providers will receive what is contractually owed to them while securing housing for renters.

SIMPLE PROCESS

Intake for the Individual Claims Council is a brief, uncomplicated process. It will take approximately 15 minutes for one unit, and one minute for each additional unit.

Any housing provider with unpaid rent may submit a claim. When you attend the virtual meeting, have a copy of your rental agreement to access details such as tenancy start date, exact rent amount, amount of rent currently owed, address and renters' names. This will permit you to follow along with intake on your computer.

At the conclusion of intake, participants will be able to select from a menu of actions they wish to explore. Some actions will be self-serve, others will invite an attorney to contact you and enter into a formal relationship.

MassLandlords will continue our advocacy for a Fair and Equal Housing Guarantee via Surety Bonds. The Individual Claims Council initiative will parallel that effort. 

REGIONAL



2020 OCTOBER

Upcoming events
See details under each region

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1	2	3
4	5 SWCLA Virtual Meeting 7:00pm - 8:00pm	6	7 Waltham Virtual Meeting 6:30pm - 8:00pm	8 Springfield, NWCLA Virtual Meeting 6:30pm - 8:00pm	9	10
11	12	13 MWPOA Virtual Meeting 7:00pm - 8:00pm	14 Worcester Virtual Meeting 6:30pm - 8:00pm	15	16 Webinar 12:00pm - 1:00pm	17 Crash Course Day 1 8:30am - 12:15pm
18	19	20 Cambridge, RHABC Virtual Meeting 6:30pm - 8:00pm	21	22	23	24 Crash Course Day 2 8:30am - 12:15pm
25	26 Upper Cape Virtual Meeting 6:30pm - 8:00pm	27	28	29	30	31



2020 NOVEMBER

Upcoming events
See details under each region

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2 SWCLA Virtual Meeting 7:00pm - 8:00pm	3	4 Waltham Virtual Meeting 6:30pm - 8:00pm	5	6	7
8	9	10 MWPOA Virtual Meeting 7:00pm - 8:00pm	11 Worcester Virtual Meeting 6:30pm - 8:00pm	12 Springfield, NWCLA Virtual Meeting 6:30pm - 8:00pm	13	14
15	16	17 Cambridge, RHABC Virtual Meeting 6:30pm - 8:00pm	18	19	20	21
22	23	24	25	26	27	28
29	30 Upper Cape Virtual Meeting 6:30pm - 8:00pm					

STATEWIDE

Webinar: Ranked Choice Voting Ballot Question 2

FRI
10/16

On the 2020 Massachusetts ballot being voted in October by mail and on November 3, voters will be asked to answer **Question 2: should the state adopt a system known as “ranked-choice voting”**. We will review the full text of the ballot question, what ranked choice voting would mean for Massachusetts, and what both supporters and detractors say about it.

We will then review several past elections and the outcome that occurred vs what

might have happened differently if an alternative voting method had been used. We will look at both MassLandlords’ elections (which use non-traditional voting methods) as well as the elections that have changed the course of housing policy in Massachusetts.

Attendees will leave with a clear understanding of how the **eviction moratorium, rent control, rent cancellation**, tenant opportunity to purchase, right to counsel, eviction sealing, and a Fair and Equal Housing Guarantee via surety bonds are all either helped or hindered by our current voting method or the alternative ranked choice voting.



The MassLandlords Board of Directors has Endorsed “Yes” on Question 2 Ranked Choice Voting

This presentation will be given by Executive Director Doug Quattrochi. This presentation is an independent expenditure without coordination with the Massachusetts Ranked Choice Voting 2020 Committee.

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Rental Property Management Services. Banita Burgess.

One-time and bespoke donations sincerely appreciated, too numerous to list here.

To join, complete a pink sheet at any MassLandlords event or sign up online at MassLandlords.net/property. 

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FRIDAY, OCTOBER 16TH

12:00pm Webinar Begins

1:00pm Webinar Ends

REGISTRATION

This webinar is free and open to the public. Registration is not required.

WEBINAR DETAILS (HOSTED BY ZOOM)

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

- You can chat questions. You will not be on video or audio.

Upon purchasing, you will be registered. Registrants will have **full access to the webinar**, including watching live or watching the recording any time after the webinar is posted.

WATCH LIVE

(ON OCTOBER 16, 2020 12:00 PM):

ZOOM WEBINAR

When: Oct 16, 2020 12:00 PM Eastern Time (US and Canada)

Topic: Statewide Webinar

October 16, 2020

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/87856110212>

Passcode: 991713

Or iPhone one-tap :

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<https://us02web.zoom.us/j/87856110212>

WATCH RECORDING (AFTER OCTOBER 16, 2020):**Recording Link:**

<https://masslandlords.net/rcv2020>

Click here to register for this webinar

The webinar counts for continuing education credit for Certified Massachusetts Landlord Level Three. Beep in. Leave feedback/beep out.

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

SAT
10/17

SAT
10/24

Our October Crash Course in Landlording will be held tentatively on Saturday, October 17th and Saturday, October 24th. Check MassLandlords.net/events for updates.

BERKSHIRE COUNTY

Pittsfield: Networking and Speaker

TUE
10/20

Our next event will tentatively be held Tuesday, October 20th. Check MassLandlords.net/events for updates.

BOSTON, CAMBRIDGE, SOMERVILLE

Cambridge Virtual Meeting: Networking and Training Event

TUE
10/20

Our October Virtual meeting will be held Tuesday, October 20th. We are working with members to select a topic. Suggestions always welcome at hello@masslandlords.net. Check MassLandlords.net/events for updates.

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CENTRAL WORCESTER COUNTY

Worcester & Statewide Virtual Meeting: Round Table Discussion

WED
10/14

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 **socially distant showings and applications**, tenant nonpayment, rental forms, or best practices in general. 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.



We'll be having a whole-room (zoom) discussion

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

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, OCTOBER 14TH

VIRTUAL MEETING AGENDA

4:00pm Sign-in and virtual networking:
you can chat with others as people log in

4:40pm 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.)

5:05pm Rich Merlino
Meeting Introduction

5:10pm Round Table Discussion

6:00pm 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 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: Worcester and Statewide Virtual Meeting October 14, 2020

Time: Oct 14, 2020 04:30 PM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/85101907616>

Meeting ID: 851 0190 7616

Passcode: Will be emailed

Dial by your location
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+1 669 900 6833 US (San Jose)

Meeting ID: 851 0190 7616

Passcode: Will be emailed

Find your local number:
<https://us02web.zoom.us/j/kuQvV7QjB>

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.](#)

Worcester Virtual Meeting: Networking and Training Event

WED
11/11

Our November Virtual meeting will be held Wednesday, November 11th. We are working with members to select a topic. Suggestions always welcome at hello@masslandlords.net. Check MassLandlords.net/events for updates.

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.

CHARLES RIVER (GREATER WALTHAM)

Greater Waltham Virtual Meeting: Networking and Training Event

WED
10/07

Our October Virtual meeting will be held Wednesday, October 7th. We are working with members to select a topic. Suggestions always welcome at hello@masslandlords.net. Check MassLandlords.net/events for updates.

GREATER SPRINGFIELD

Springfield & Statewide Virtual Meeting: Weather Preparedness, Decreasing Slips and Falls

THU
10/08

Personal injury lawsuits can strike like a bolt out of the blue, but there are simple things every landlord can do to **minimize your risk**. Do you act *before* a winter icing event? If not, you may not doing your job. Property owners and managers will learn how severe weather leads to litigation exposure, what specific, actionable steps should be taken in response to weather alerts, and how to manage this across your team or your schedule. We will also cover the Storm Ready Certification: Supporter Designation.



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This tornado hit Massachusetts in 2011.
Experienced meteorologists are invaluable when
weather-related litigation arises



Dr. Alicia Wasula

This part of the presentation will be given by **Dr. Alicia Wasula, CCM**, President of Shade Tree Meteorology and 2019 Chair of the American Meteorological Society Board of Certified Consulting Meteorologists. Dr. Wasula is smart, down to earth, and experienced at helping landlords large **and small** ensure they are prepared for hazardous weather. Dr. Wasula's goal is to minimize the risk of litigation due to an injury occurring on your property.

"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, OCTOBER 8TH

VIRTUAL MEETING AGENDA

4:10pm Sign-in and virtual networking:
you can chit chat with others
as people log in

4:40pm 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.)

5:05pm Local Manager
Meeting Introduction

5:10pm Weather Preparedness

6:00pm 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:

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

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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 and Statewide Virtual Meeting October 8, 2020

Time: Oct 08, 2020 04:30 PM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/84772679419>

Meeting ID: 847 7267 9419

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

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+1 253 215 8782 US (Tacoma)

Meeting ID: 847 7267 9419

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

Find your local number:
<https://us02web.zoom.us/j/kc3o4X62pM>

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.](#)

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- ✓ Your platform
- ✓ Give back
- ✓ Free food
- ✓ Good publicity
- ✓ Well run
- ✓ Well attended

Springfield Virtual Meeting: Networking and Training EventTHU
11/12

Our November Virtual meeting will be held Thursday, November 12th. We are working with members to select a topic. Suggestions always welcome at hello@masslandlords.net. Check MassLandlords.net/events for updates.

**LAWRENCE,
METROWEST****Marlborough:
Networking and
Speaker**TUE
10/13

Our October event will be held Tuesday, October 13th. Check MassLandlords.net/events for updates.

**NORTH SHORE,
NORTHERN WORCESTER COUNTY****Fitchburg:
Networking and
Speaker**THU
10/08

Our next event will tentatively be held Thursday, October 8th. Check MassLandlords.net/events for updates.

SOUTHERN WORCESTER COUNTY**Southbridge:
Networking and
Speaker**MON
10/05

Our next event will tentatively be held Monday, October 5th. Check MassLandlords.net/events for updates.

UPPER CAPE**Upper Cape Virtual Meeting: Networking and Training Event**MON
10/26

Our October Virtual meeting will be held Monday, October 26th. We are working with members to select a topic. Suggestions always welcome at hello@masslandlords.net. Check MassLandlords.net/events for updates.





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