



NOVEMBER 2020

Thinking Eviction? **THINK ALTERNATIVES TO EVICTION**

Why Conservatives and Libertarians Should
Support **RANKED CHOICE VOTING**

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The AFFH Rule,
FAIR HOUSING & COMMUNITY DEVELOPMENT

**EMERGENCY RENTAL & MORTGAGE
ASSISTANCE (ERMA) FUNDS STILL AVAILABLE**

Contents

3 **LETTER FROM THE EXECUTIVE DIRECTOR**

4 **EMERGENCY RENTAL & MORTGAGE ASSISTANCE (ERMA)**
FUNDS STILL AVAILABLE

7 **RANKED CHOICE VOTING**
Prevents Situations Like Fall River's 2019 Mayoral Election

9 Why Conservatives and Libertarians Should Support **RANKED CHOICE VOTING**

11 LOCAL BALLOTS WILL HAVE **TRANSPARENCY** QUESTION THIS NOVEMBER

13 The AFFH Rule, **FAIR HOUSING & COMMUNITY DEVELOPMENT**

16 Thinking Eviction? **THINK ALTERNATIVES TO EVICTION**

20 Your Renters' **WINTER RESPONSIBILITIES**

23 **Message Board Moratorium Bulletin from October 12**
RE: END OF STATE EVICTION MORATORIUM, START OF CDC MORATOR

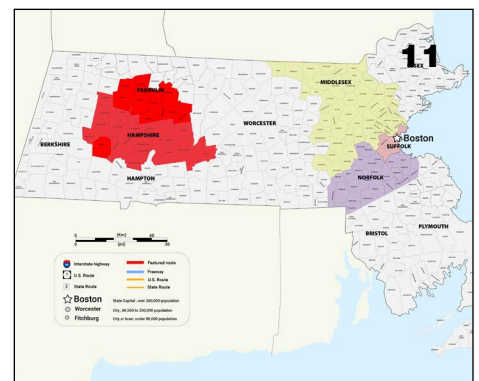
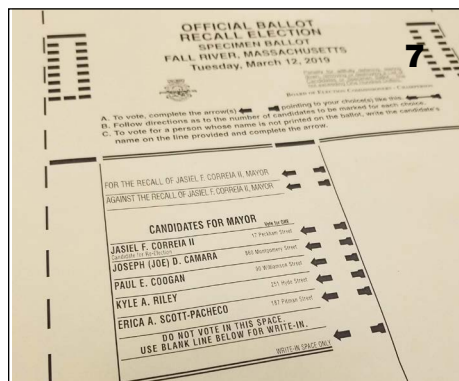
25 **CDC Issues Eviction Moratorium**
for Remainder of 2020

26 Under the CDC Moratorium **IS IT LEGAL TO SEND A NOTICE TO QUIT?**

28 Pending Law H.5018 **Proposes TAX CREDITS FOR LANDLORDS**

30 Webinar Recordings of MassLandlords Events **AVAILABLE ONLINE**

31 **REGIONAL**





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LETTER FROM THE EXECUTIVE DIRECTOR

For November 2020: A Time of Uncertainty

IN OCTOBER THE MASSACHUSETTS EVICTION MORATORIUM ENDED, THE CDC EVICTION MORATORIUM STARTED, AND WE ENTERED A TIME OF EVEN GREATER UNCERTAINTY.



If you are reading this, you survived the [Massachusetts eviction moratorium](#) "version one". "Version two" is now before the legislature. October was a month dedicated to navigating this transition from state law to federal regulation. We have tried to avoid a return to state-level housing partisanship. Where we go from here is anyone's guess.

Our input in the public policy process seems to be valued and to some extent agreeable. Through the Department of Housing and Community Development, we weighed in on several aspects of the Governor's Eviction Diversion Initiative before it was announced. We may have improved it in a minor way. Owners of up to 20 units can apply for RAFT on behalf of our renters, with their permission. (Previously the proposed limit was 10 units, and before that, no owner could apply at all.)

In the media, we seem to have established the difference between large corporate landlords and the "mom and pop" landlords who provide the majority of rental housing. Through open and candid communication (and availability most any time day or night), we have participated in stories for: Banker and Tradesman, GBH (formerly known as WGBH), WCVB Channel 5, WFX Channel 25, 7News WHDH, MassLive, Commonwealth Magazine, the New York Times, and via local affiliate WBUR, the National Public Radio, among others. We will continue to make our unique perspective available.

Although the state eviction moratorium stopped more evictions, the CDC moratorium has stricter penalties. Violations will result in up to \$500,000 and a [year in jail](#). Now is not the time to DIY your legal actions. Hire an attorney.

That landlords now face jail time is not enough for some, who are pushing a "version two" of the state eviction moratorium. Formerly the "rent cancellation bill", 191 [H.5018](#) and [S.2918](#) are now the "infinite moratorium." They seek to extend unfunded free housing to all renters for more than a year. They would reimburse some owners to some extent over a period of 20 years. Tell your Rep and Senator what you are going through, how the CDC moratorium protects renters, and how a state extension in this manner would be ruinous.

Long-term, we must reshape the incentives under which the legislature operates. Good ideas don't survive in Massachusetts. Instead, the Solomon-like approach to housing is, "Can you provide fully safe and compliant housing for half price?" To which the answer is "no." All members should vote yes on Question 2 for [Ranked Choice Voting](#). Conservatives and Libertarians [take note](#): this is a proposal you can get behind. With Ranked Choice Voting, Reps and Senators will have to take housing provider perspectives into account. We have [written about this extensively](#).

Thank you for supporting our mission to create better rental housing in Massachusetts.

Stay safe,
Douglas Quattrochi
Executive Director
MassLandlords, Inc

Point your camera
app here to read
more online.



EMERGENCY RENTAL & MORTGAGE ASSISTANCE (ERMA) FUNDS STILL AVAILABLE

By Eric Weld, MassLandlords, Inc

ERMA, the state's new Emergency Rental and Mortgage Assistance program, is intended to help Mass. residents impacted by COVID-19.

ERMA, the state's new Emergency Rental and Mortgage Assistance program, was created to help those whose housing in Massachusetts is endangered due to COVID-19 and its economic impacts. More than a month after the program's launch, most of the ERMA funds are still available, according to the Regional Housing Network of Massachusetts, which administers program funds.

Governor Charlie Baker and Lt. Governor Karyn Polito announced ERMA on June 30, with \$20 million in funding. The housing relief program is funded through federal government sources, including \$10 million from the CARES Act, signed into law in March.

ERMA funds are meant to be used specifically to cover rent and mortgage payments in arrears, dating back to April 1, and mortgage and rent payments going forward from the date of application. Qualified ERMA applicants may receive up to \$4,000 within a 12-month period to help stabilize their housing, and may apply again for more funding after 12 months if necessary.

"Most of the funds are still available," Stefanie Cox, executive director of the Regional Housing Network of Massachusetts, recently told



MassLandlords. "Anyone interested in ERMA should visit the website of their local RAA (Regional Administering Agency)."

BEYOND RAFT

ERMA is modeled after, and works similarly to, the state's 15-year-old [RAFT](#) (Residential Assistance for Families in Transition), a rental subsidy program that helps transition families who are at risk of becoming homeless into stable housing.

In contrast to RAFT, however, ERMA funds are restricted for rent or mortgage payments and may not be used for other emergency housing-related expenses.

Eligibility requirements for ERMA are broader than those for RAFT, and potentially twice as many Massachusetts households could qualify for the new program. In order to qualify for ERMA, an applicant's current income must be within a range of 50-80% of Area Median Income (AMI). In contrast, RAFT funds go to households with income up to 50% or below of AMI.

Coxe emphasized that homeowners and renters should consider their most current income, as it has been impacted by COVID-19, when determining whether they qualify for ERMA. "Remember, it's their income at this moment in time, *after* having lost income" that decides eligibility, she said.

HOW TO APPLY FOR ERMA

The ERMA and RAFT programs use the same application. Applications are processed through local and regional Housing Consumer Education Centers (HCECs). For more information, or to apply, visit the website of your [local HCEC](#) (listed at the top of the page). Some regional agencies require you to complete an HCEC assessment first.

If you reside in metro Boston, you would apply through [Metro Housing Boston](#). Worcester residents apply through [RCAP Solutions](#). In Springfield, visit [Way Finders](#) and fill out an assessment form. Program administrators will determine if your application qualifies for ERMA or RAFT.

Visitors to these websites are encouraged to contact agency representatives, listed on the websites, to help with navigation, clarifying information and applying for assistance programs.

MULTIPLE EMERGENCY FUNDING OPTIONS

With the majority of ERMA funding still available, landlords might encourage their tenants who are struggling with rent payments due to COVID-19 impacts to submit an ERMA/RAFT application. For that matter, landlords and other homeowners who have experienced a loss of income due to pandemic responses might be eligible for mortgage assistance themselves.

Further, Coxe pointed out, many municipalities across the state are providing additional emergency rental and assistance funding through local programs, some that will accommodate applicants with income up to 100% of AMI.

"If someone has lost income and is still at 80% or 100% of AMI, chances are they have other resources to tap," Coxe said.

For example, the City of Springfield has set aside \$2 million in grant funds to help low- to moderate-income renters and homeowners whose income has been reduced due to COVID-19 and the response. That fund is administered in partnership with Way Finders.

ERMA ELIGIBILITY

In addition to the income requirement for ERMA eligibility, applicants must also currently own or rent housing in Massachusetts as their primary residence and must have a verifiable housing

emergency due to COVID-19 and the response. This could mean renters are in danger of being evicted for nonpayment of rent once the eviction moratorium is lifted, or at risk of becoming homeless. Or it could pertain to homeowners who are vulnerable to home foreclosure due to mortgage payments in arrears.

The ERMA application process will require several pieces of documentation from all applicants:

- A form of identification including social security number.
- Proof of income (e.g., a pay stub or bank statement showing automatic deposit).
- Proof of housing (e.g., a lease or mortgage statement).
- Proof of financial hardship related to COVID-19 (this could be a letter from an employer, a note stating loss of childcare, etc.).
- Proof of mortgage or rent amount due or past due (e.g., letter from a landlord, or loan statement).

ERMA FOR RENTERS

In addition to the above documentation, renters must also obtain from their landlord or property manager:

- A completed W9 tax form.
- Proof of property ownership (e.g., a copy of the deed).
- A signed statement that the owner will not evict renter for payments

covered by RAFT or ERMA.

FERMA FOR HOMEOWNERS

Homeowner applicants for ERMA/RAFT must provide:

- Proof of property ownership.
- A copy of the mortgage statement that verifies your lender and where to send mortgage payments.

CONTACT YOUR LOCAL HCEC

Response time for ERMA applications will vary widely, depending on the municipality in which you apply. For example, applications are increasing rapidly in the Boston area, according to the Metro Housing Boston website, and processing may therefore take more time than usual.

But it's important for renters and homeowners to know that funding is available to help people remain in their homes. For anyone struggling with next month's or past months' payments, your local HCEC is the place to get started toward finding help.

Point your camera app here to read more online.



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Article You May Have Missed

MassLandlords Weighs in on Moratorium Legality with Amicus Brief; **Court Denies Injunction**

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

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RANKED CHOICE VOTING

Prevents Situations Like Fall River's 2019 Mayoral Election

By Kimberly Rau, MassLandlords Writer

Vote “YES” for ranked choice voting at the November election to eliminate non-majority winners and Fall River-like situations

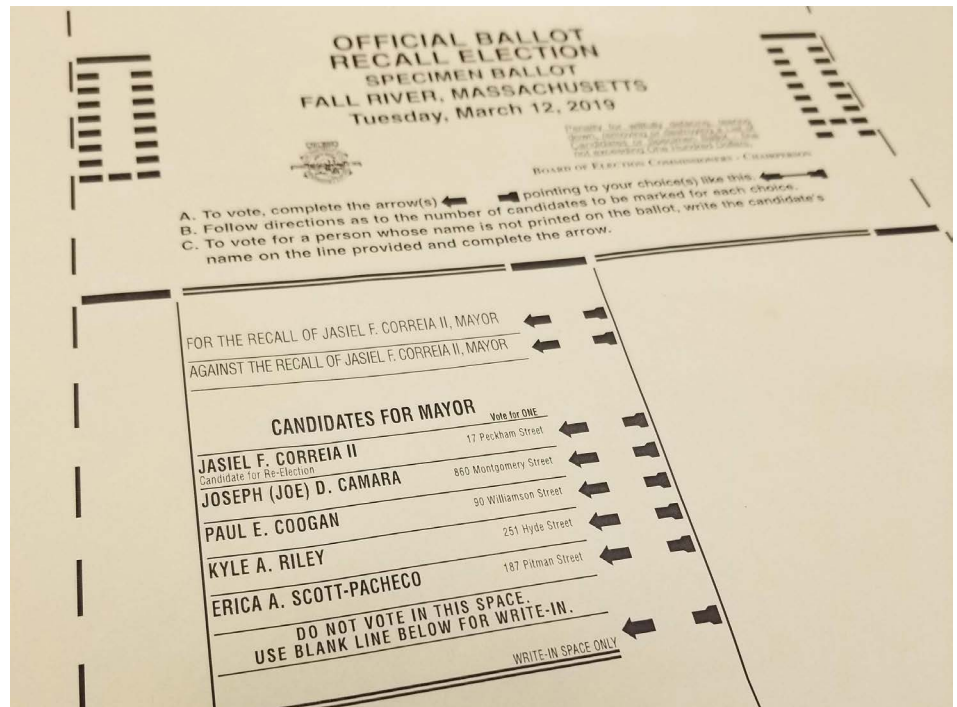
There are at two recent elections in Massachusetts that highlight the importance of ranked choice voting.

If you are unfamiliar with ranked choice voting, [per ballotpedia](#), it is “an electoral system in which voters rank candidates by preference on their ballots. Preferences are considered and reconsidered according to a fixed formula until hopeless candidates are eliminated and a clear winner obtains a majority.”

Maine approved ranked choice voting in the 2016 November election. Now it appears as a ballot question for Massachusetts voters this year, and recent examples show the Commonwealth would be wise to follow in Maine's footsteps.

A MAYOR RECALLED, AND RE-ELECTED

In 2019, a local election in Fall River [made national news](#) when its mayor, Jasiel Correia, was voted out of office in a special election, and, on the same ballot, voted back in again. Correia had been federally indicted on 13 counts of wire fraud and filing false tax returns, allegations Correia denied. He refused to resign at the city council's behest, and Fall River held a special election



Ranked choice voting in Massachusetts could have made all the difference in this bizarre election where the mayor of Fall River was recalled and re-elected on the same ballot.

(Photo Credit: Herald News)

in March of that year that asked constituents two questions: “Should Correia be recalled?”, and “Who of the five mayoral candidates should be elected to the position?”

By a large margin, the residents of Fall River voted to recall Correia. But Correia's name also appeared among the five mayoral candidates on the ballot, and approximately 35 percent of the voters selected it. The other 65 percent of the votes were divided among the other four candidates, none of them achieving majority. School committee member Paul Coogan lost by fewer than 300 votes.

This is a situation where ranked choice voting almost certainly would have avoided the absurdity of electing someone that most of the city wanted recalled. In November 2019, voters in the regularly scheduled election [chose Coogan by a wide margin](#) (more than 8,000 votes vs. Correia's 2,777). Correia finished his term and left office in January 2020. Correia's criminal trial was scheduled to begin in early 2020, but was rescheduled due to the pandemic, [likely until 2021](#).

A WINNER WITH LESS THAN A QUARTER OF THE VOTES

In September of this year, Massachusetts [again made national news](#). Its fourth congressional district had an abundance of democratic representative candidates on its primary ballot. Rep. Joseph Kennedy III had opted not to run for re-election, and no less than nine democrats came forward to vie for his seat (for comparison, only two republican candidates appeared on the ballot).

The result was a primary where republican candidate Julie Hall took 63.1% of her party's votes, and democratic candidate Jake Auchincloss won with a mere 22.4% of the vote. The runner up, Jesse Mermell, had 21.1% of all votes (losing by less than 2,000 votes). And third place went to Becky Grossman, who still garnered a close 18.1% of voter support.

In other words, almost 78 percent of fourth congressional district voting democrats would have preferred someone else as their first choice of representative. Had ranked choice voting been in effect, it's possible that the voters who chose the candidates coming in last would have selected Auchincloss after their choices had been eliminated. It's also plausible one of the higher-ranking candidates would have turned out to appeal to a greater percentage of the voting (democrat) population.

In one of these examples, it's clear that most of the voters would have preferred not to have someone facing criminal charges as the mayor of their city. In the second example, we have no way of knowing what the true will of the people was.

The votes are too close to tell. Perhaps Auchincloss still would have won, once those who chose an eliminated candidate were asked to choose again. Perhaps not. Regardless, ranked choice voting would have prevented both situations as they played out.

Situations like these are important to remember when you got to vote in November. The MassLandlords Board of Directors encourages you to support a voting system that allows the most voices to be heard. Vote yes on Question 2 for ranked choice voting.

Point your camera app here to read more online.



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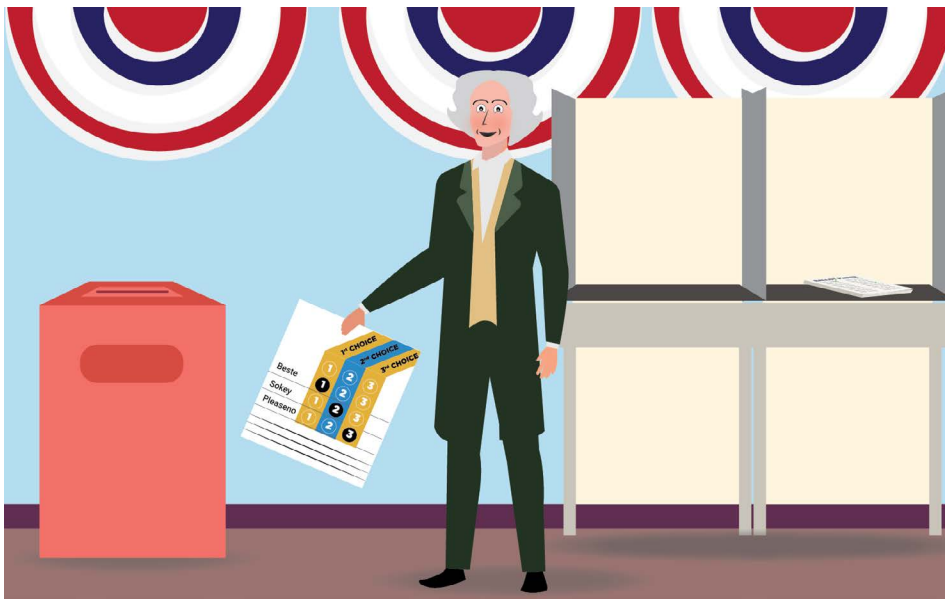
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Why Conservatives and Libertarians Should Support **RANKED CHOICE VOTING**

Peter Vickery, Esq. Legislative Affairs Counsel

Ranked choice voting promotes freedom of choice across party lines



John Adams would be thrilled to cast his vote on a ranked choice ballot in any election.

Image Credit: CCL Paul Ssemenda

This year, you have an opportunity to change Massachusetts politics for good. If you're fed up with living in a one-and-a-half-party state in which Democrats and Republicans alike trample on your property right, and if you want give Beacon Hill a genuine shake-up, now's your chance.

Question 2 on the ballot offers ranked choice voting (RCV). If it passes, you will finally be able to vote for the candidate you like most without accidentally helping the candidate you like least. Under the current plurality system, small parties that manage to marshal the resources to field candidates risk the spoiler effect: that is, drawing votes away from their ideological allies and unintentionally helping their opponents.

Because of this spoiler effect, the plurality system has a chilling effect on multi-party democracy, which is the problem that RCV would solve.

RANKED CHOICE VOTING

With RCV you will be able to rank candidates in order of preference (1 for the favorite, 2 for second best, etc.). If no candidate wins a majority, the candidate with the fewest votes is knocked out. Their votes are then distributed to whoever their supporters ranked second. This gets rid of the so-called spoiler effect. You can vote for your dream candidate, safe in the knowledge that you won't be letting in the nightmare candidate by doing so.

There is nothing inherently liberal or conservative about RCV. This year,

for example, Democrats used it in five states, and [Republicans used it in three](#) (Indiana, Utah and Virginia). In fact, the late Senator John McCain expressed his [support for RCV](#) (then more commonly known as instant runoff voting, or IRV) back in 2002.

From the other side of the aisle, there's this:

"Every leftist in this country should join in the fight for this critical electoral reform," Linda Thompson and Steve Bloom stated in the [January/February edition](#) of *Against the Current: A Socialist Journal*.

SOCIALISTS FOR AND AGAINST RCV

It is easy to see why some people towards the collectivist end of the political spectrum would find RCV appealing. Using RCV in primaries could help the Democratic Socialists of America (DSA) consolidate and expand its influence within the Democratic party. For example, State Representative Mike Connolly of Cambridge (Twitter handle: "proud progressive Democrat and DSA member") [supports the measure](#). Similarly, the socialist group Our Revolution Massachusetts (whose members and endorsed candidates include Representative Connolly) [is for it](#).

But just as RCV has supporters on both sides, it also has detractors. As one contributor to the [New York City Democratic Socialists blog explained](#), "[with RCV] establishment candidates may be able to consolidate votes among themselves while more radical candidates who are less likely to 'play nice' remain more isolated."

By encouraging candidates and parties to reach out beyond their base

for second-preference votes, RCV tends to reward compromise and moderation in some circumstances. It can foster the politics of the mushy middle, rather than heightening Identitarian differences and hastening the revolution. [For some socialists, this supposed tendency of RCV to promote positive campaigning and bridge-building is a problem rather than a solution.](#)

WHY DO SOME LIBERTARIANS AND CONSERVATIVES OPPOSE RCV?

But RCV has vocal opponents on the non-collectivist side too. Some conservatives in Massachusetts are dead set against Question 2, including Jim Lyons, chair of the Massachusetts GOP. He is quoted in the [New Boston Post](#) as saying that RCV would “delegitimize our elections.”

That same article quotes Paul Craney of the pro-market Mass Fiscal Alliance as stating that RCV would “lead to more partisanship and extreme positions as elections become dominated by straw candidates and politicians focus more on rallying their base and less on representing their constituents.”

No conservative or libertarian should dismiss the opinions of these respected stalwarts lightly. But as a [previous article of mine](#) on ranked choice voting states, because RCV requires a majority of votes and replicates a series of run-offs, it harkens back to the voting system established in the Massachusetts Constitution. That Constitution was ratified in 1783, and only jettisoned in 1855. It’s hard to see how going back to the model that was designed by none other than John Adams and in use between the end of Revolutionary War and the eve of the Civil War could make our elections less legitimate.

As for extremism, it is true that in some races RCV could encourage polarization within both major parties. After all, the niche candidate whose goal in the party primary is to maximize the alt-Left/alt-Right vote would be able to run without fear of letting in the centrist candidate. But to win more than protest votes, a candidate needs to appeal to a wider and less doctrinaire audience.

Another criticism from the non-collectivist end of the spectrum comes from Jason Sorens, writing for the [free-market Cato Institute](#). Sorens argues that plurality voting endows small parties with “blackmail power” and pushes the two big parties to cater to them on pain of facing spoiler candidates. RCV, according to Sorens, deprives small parties of this “blackmail power.”

“For libertarians, the Libertarian Party’s potential blackmail power is a valuable thing. We libertarians expect Democrats at least to be decent on civil liberties and Republicans at least to be decent on economic freedom,” Sorens stated.

That claim did not age well. Surely the experience of the past six months has put rest to the notion that the Democrats and Republicans are “decent” on either civil liberties or economic freedom. As voters nationwide will attest, but perhaps particularly those in Massachusetts, both major parties are trampling on basic rights. Whether it’s the right to assemble to petition or to worship, the right to pursue a livelihood, or—as MassLandlords members are painfully aware—the right of access to the courts in order to try to make manifest the right to repossess your own property, Republicans and Democrats do not care.

Almost overnight, a public-health emergency became a pretext for a power grab, with politicians deciding which businesses could stay open (Walmart), which had to close (the corner store); where we could gamble (MGM casino) and where we couldn’t (Bit Bar arcade); where we could assemble (protests, so long as they were not of the anti-lockdown variety), and where we could not (churches/temples/mosques). For those of us who value liberty, these have been the times that try our souls.

But expressing our frustration at the polls is not an option. If liberty-minded candidates jumped into any Democrat-versus-Republican legislative races—a rarity in Massachusetts in the best of times—the split in the right-of-center vote would likely hand victory to the

Democrat. So, contrary to Sorens’ argument, libertarian-inclined voters wield no blackmail power, or any other kind of power for that matter.

LIBERTARIANS AND CONSERVATIVES FOR RCV

The [2020 platform of the Libertarian party](#) declares: “We support election systems that are more representative of the electorate at the federal, state and local levels...we oppose laws that effectively exclude alternative candidates and parties, deny ballot access, gerrymander districts, or deny the voters their right to consider all legitimate alternatives.”

The party employed RCV to nominate its [2020 presidential candidate](#). In fact, the Libertarian party’s support dates back to at least 2002 when the party endorsed the system, though, as stated earlier, it was more commonly known as instant runoff voting (IRV) at that time.

Despite its unpopularity among the Republicans of Maine, support for RCV in no sense represents a break from conservative principles. As mentioned above, one famous Republican supporter of RCV was the late Senator John McCain. Among those using RCV this year was the Utah GOP, hardly a nest of Marxists. And in response to a question from a libertarian caller, conservative writer and commentator Ben Shapiro [voiced his support for RCV](#).

CONCLUSION

Attitudes toward RCV cut across, not between, political parties. Whereas plurality voting favors a two-party system, RCV does not tilt in favor of any particular faction or ideology. But it is fair to say that the system does weigh in favor of one group: It has a pronounced bias in favor of those voters who want to exercise freedom of choice.

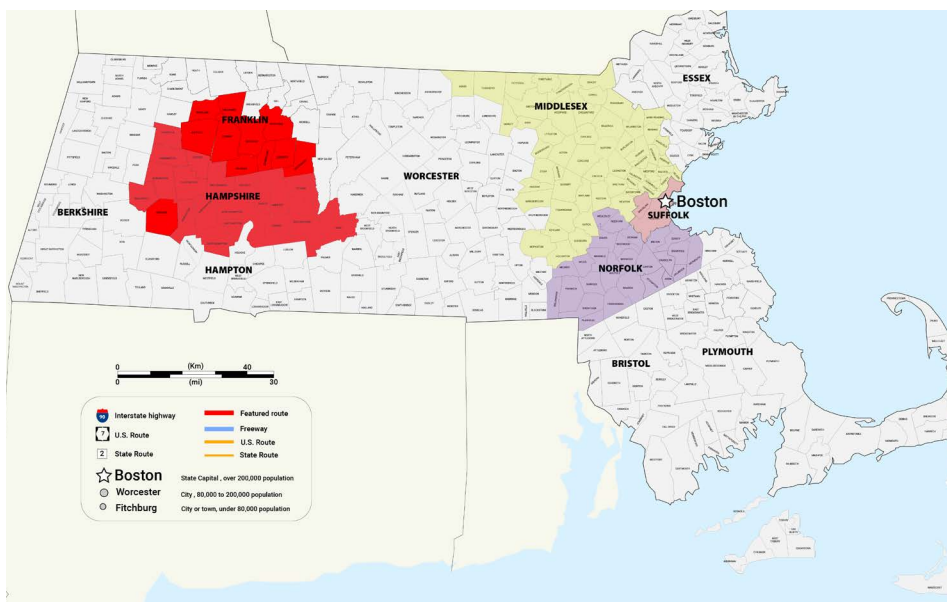
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LOCAL BALLOTS WILL HAVE TRANSPARENCY QUESTION THIS NOVEMBER

By Kimberly Rau, MassLandlords Writer

Many districts are asking citizens: Should Legislative committee voting results be made public?



The highlighted areas will have a question on their November ballots asking voters whether they support the idea of greater transparency in the Legislature.

Image credit: CC BY-SA 4.0 MassLandlords, Inc.

A question on several Massachusetts districts' ballots this November will deal with government transparency at the state level. When voters select their presidential and representative candidates of choice, they will also be asked to vote for or against an initiative that would support making the results of all votes in state Legislative committees publicly available online.

The question reads: "Shall the representative for this district be instructed to vote in favor of changes to the Legislature's rules that would make the results of all the votes in the Legislative committees publicly available on the Legislature's website?"

In other words, the people will be voting to tell their district representative whether to vote for or against this measure. If such a measure were passed, the results of all votes in Legislative committees would be publicly available on the Internet, including roll call votes, where representatives' positions on a given matter would be made clear.

The question will appear on the ballots of the following districts: First Franklin District; Third Hampshire District; Twelfth Middlesex District; Eleventh Middlesex District; Twenty-Seventh Middlesex District; Twenty-Ninth Middlesex District; Eleventh Norfolk District; Fifteenth Norfolk District;

Eleventh Suffolk District; Fifteenth Suffolk District; Seventeenth Suffolk District; Eighteenth Suffolk District; Nineteenth Suffolk District; Twenty-First Middlesex District; Fifth Essex District; and Second Hampshire District.

This sort of initiative is a kind of non-binding resolution. That is, the districts can tell their representatives how they'd like them to vote, but nothing can compel the Legislature to change its rules (or even vote on changing them). Even so, asking the question sheds light on the issue of transparency in a state where finding out how representatives and senators voted on a given issue may be easier said than done.

THE IMPORTANCE OF TRANSPARENCY AT THE LEGISLATIVE LEVEL

"Committee votes matter; they dictate or influence the outcome of pending legislation, and frequently the committee vote is the only vote that will happen on a particular bill," Senator Becca Rausch wrote in a letter [published by Commonwealth Magazine](#) in March. She noted that Senate-only committees already publish their votes online.

MassLandlords supports these efforts towards greater government transparency.

"We have had serious concerns with transparency at the state house," MassLandlords' Executive Director Douglas Quattrochi said, "including most recently the selection of speakers at the public hearing in January." Quattrochi was referring to the Jan. 14 [hearing on rent control](#), which had landlords waiting for up to six hours to speak on the issue despite having been among the first in the room.

CAN TOO MUCH TRANSPARENCY BE HARMFUL?

Some representatives, however, seem cautious about publishing the results of all votes online, or making all votes roll-call votes. In an online forum on Aug. 13, Senator Patricia Jehlen confirmed her commitment to transparency, but expressed some concerns.

"I agree that it would be good if there was more opportunity for people to know," Sen. Jehlen said in response to a question about transparency. "Because of the pandemic, we [her committees] started having all our hearings online, so you can not only see them then, but you can see them later. All our votes are public. Those are important things."

However, she cautioned, tying people to their votes too early by means of roll-call voting may hurt some causes, especially if the bill is not likely to pass right away.

"Don't make people take a vote, so that they are on record, making the wrong vote. You want to keep building support and take a vote when you can win."

Sen. Jehlen then apologized for her comment, calling it "very inside."

She may have a point. Representatives may be unlikely to support left- or right-of-center initiatives if they feel as though the initial bill won't pass. Perhaps that's the point of the reform. Transparency is something that Massachusetts could use more of when it comes to voting on the regulations that will govern its residents. MassLandlords supports the questions appearing on some district ballots this November and hopes more communities will follow suit in supporting their representatives on this initiative.

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The AFFH Rule, FAIR HOUSING & COMMUNITY DEVELOPMENT

By Eric Weld, MassLandlords, Inc.

The recent rescission of the AFFH rule, implemented by President Obama in 2015, may reverse progress on housing segregation and equal access to opportunity.

It's too early to determine the full impact on fair housing that may result from the rescission this year of the Affirmatively Furthering Fair Housing (AFFH) rule. At the least, as a result of the rule's rescission, communities in Massachusetts and across the country are no longer held to the standard of decreasing segregation in order to procure federal funding for housing development.

When President Barack Obama implemented the AFFH rule in 2015, it was described as the most significant progress in fair housing in 50 years. The rule steered communities applying for funds from the Department of Housing and Urban Development (HUD) toward investment in areas of low opportunity and most in need of housing development. It led communities to build more multifamily housing, reform obsolete zoning laws that exacerbate housing shortages, and work with diverse constituencies in reducing segregation.

Unfortunately, for many urban centers in the country that remain segregated, the AFFH rule was rescinded earlier this year by President Trump via Twitter, claiming it was having a "devastating impact on these once thriving suburban areas," deterring investment and driving up crime. Those claims are demonstratively false, as we show below.

President Trump's Twitter announcement followed suspension of the AFFH rule in 2018 by HUD after ongoing criticism from HUD Secretary Ben Carson. HUD officially announced the rescission of the rule in a [press release](#) on July 23, 2020, calling the rule "complicated, costly and ineffective."

"We found (the AFFH rule) to be unworkable and ultimately a waste of time for localities to comply with," said Carson. "Washington has no business dictating what is best to meet your local community's unique needs."



This year's rescission of the AFFH rule, implemented by President Obama in 2015, may deter municipal investment in multifamily housing, among other setbacks. CC-sa by Wikimedia

EFFECT ON SUBURBS

It's too early to tell if the president's rescission will have its intended effect of bolstering suburban property values and lowering crime. But it's unlikely.

The president's rescission of the rule might have the opposite effect, in fact, levying an overall negative impact. Recent research shows that mixed-income housing development, a primary aim of the AFFH rule, can have a positive impact on property values. Several studies conclude that producing Low-Income Housing Tax Credit (LIHTC)-funded housing yields positive effect on neighborhoods.

A 2019 study, for example, analyzing the introduction of a LIHTC-funded development in Chicago, showed that property values in surrounding neighborhoods increased by 10.8 percent compared to the average in the county. And a 2016 study by Trulia, titled "There Doesn't Go the Neighborhood: Low-Income Housing Has No Impact on Nearby Home Values," found that low-income housing built between 1996 and 2006 in the nation's 20 least affordable housing markets had no effect on home values located near the developments.

As for crime: a [2015 study](#) found that LIHTC-funded development helped lower crime rates in distressed areas and made no impact on crime rates in affluent neighborhoods.

THE LETTER OF THE FAIR HOUSING LAW

The AFFH rule was implemented as part of the 1968 [Fair Housing Act](#) (FHA), a landmark law signed by President Lyndon Johnson as part of civil rights legislation. The FHA was intended to end housing discrimination based on race, sex, religion, national origin and other classifications. The FHA mandated federal housing programs to administer funding “in a manner affirmatively to further” fair housing, but enforcement and oversight had not followed its ratification.

With implementation of the AFFH rule, for the first time, municipalities seeking HUD funding for housing development were required to adhere to the letter of the FHA by compiling local analyses of housing disparities, producing strategies to increase access to areas of opportunity, and working with diverse constituencies with the aim of reducing housing segregation.

SHIFTING FOCUS AWAY FROM FAIR HOUSING

HUD’s 2020 replacement rule, called [Preserving Community and Neighborhood Choice](#), shifts the focus of housing development away from alleviating discrimination and segregation in favor of broadening development choices without mention of promoting equal access. The new rule defines fair housing as “housing that, among other attributes, is affordable, safe, decent, free of unlawful discrimination, and accessible under civil rights laws.”

The HUD rule relies on municipalities applying for federal funding to self-certify that they are complying with its regulations.

The HUD suspension and replacement of the AFFH rule did not allow a period for public comment. Several lawsuits challenging the action remain active. And despite the recent shift, some cities, such as New York City and Los Angeles, are voluntarily opting to continue their adherence to AFFH rule stipulations.

MORE TIME NEEDED

Proponents of the AFFH rule recognized some of its initial difficulties. They argue that tools were being implemented to assist municipalities in complying with its provisions while applying for HUD funding. Since the 2015 rule was implemented, 49 communities – Boston, Philadelphia, New Orleans, Seattle, to name a few – had used the new HUD assessment tools.

Moreover, say critics of the president’s rescission of AFFH, it’s difficult to measure the rule’s success based on outcomes because it had only been in place for less than three years. Communities needed time to adapt to the new tools and assessment requirements.

And, they argue, making a lasting impact on the housing market, to broaden access and opportunity, is a long-term process and could take years, and maybe decades, to determine success.

EVIDENCE OF PROGRESS

However, AFFH advocates emphasize, there is no refuting that the rule has made positive impact on the process of HUD funding procurement, and therefore, indirectly, on housing development.

Plans submitted to HUD, called Assessments of Fair Housing (AFHs), after the implementation of the 2015 rule show a marked increase in the number of community goals, ambition of those goals, and in the rate of goals with quantifiable progress measurements, in comparison with pre-AFFH plans, called Analyses of Impediments to Fair Housing (AIs).

One example: as part of its AFH, the City of Boston brought together a large coalition of people, in a wide range of demographic and interest groups, to discuss segregation in the city. It was an initiative that may not have taken place as part of its federal funding application process before the AFFH rule.

The AFFH rule also mandated cities to devise strategies to mitigate disparities in housing opportunity according to race, disability, family status and other discriminatory classifications.

ZONING AND PERSISTENT SEGREGATION

Despite the FHA and some progress over its 52-year life in expanding access to housing and reducing housing discrimination, intense racial segregation has remained in many large metropolitan areas, including Greater Boston. Using statistics from the 2010 U.S. Census, [a report](#) for the US2010 Project ranked the Boston-Quincy region the 11th-most Black-White segregated community among 50 metro areas in the country.

Housing segregation persists, even alongside the FHA, not in small part due to longstanding zoning and land-use regulations that disincentivize or outright disallow multifamily buildings. Zoning ordinances such as large lot size requirements, which concentrate wealth in particular neighborhoods, exacerbate the issue of access to good schools and other opportunities.

Contrary to President Trump’s claim that the AFFH rule was deterring investment, it may have been having the opposite effect, as cities, under the rule, worked to incentivize housing development, including multifamily, in areas previously not considered.

With the rule’s rescission, some municipalities will no longer pursue zoning changes and other incentives that would encourage housing investment in areas of low opportunity. That means, in many communities, single family zoning and regulations will remain in place that deter the development, and investment in, multifamily housing that could address segregation and equal opportunity while alleviating housing shortages.

FAIR HOUSING = BETTER OPPORTUNITY

Boston remains among the most racially segregated urban centers in the country. But Boston isn't the only Massachusetts community with housing disparities propagated by outdated zoning and land-use regulations, and other factors.

The city of Springfield also ranks high in national segregation studies. A University of Michigan report, "New Racial Segregation Measures for Large Metropolitan Areas: Analysis of the 1990-2010 Decennial Censuses," ranks Springfield #1 in the nation for Hispanic-White segregation, and #22 for Black-White segregation.

Housing segregation limits socio-economic mobility and other opportunities, concludes a [2018 report](#) produced by the Urban Institute. "Growing evidence demonstrates that where you live affects your well-being and ability to thrive," opens the report. "We find that, on average, metropolitan regions are more opportunity rich than rural areas but have wider disparities in access to opportunity between different racial and ethnic groups. Metropolitan areas with higher levels of segregation also have wider racial and ethnic disparities in labor market engagement, high-performing schools, and toxin-free environments."

HOUSING SEGREGATION IN WESTERN MASS.

A February 2020 MassLandlords report, "Impediments to Fair Housing in the Pioneer Valley," requested by the Pioneer Valley Planning Commission as part of its AI, documented three primary reasons for discrepancies in fair housing in several Massachusetts cities.

To improve fair housing in Springfield, the report advises elimination of: 1) single family zoning; 2) restrictions on unrelated occupants living under a common roof; and 3) parking requirements within proximity of public transportation (i.e., bus lines).

Springfield's lack of multifamily zoning, its large lot size and frontage requirements, and its restrictions on household size, have the effect of locking out households that cannot afford generous space required in those neighborhoods.

Westfield's lot sizes are even stricter, requiring between 10,000 and 20,000 square feet for residential lots, with 125 feet of frontage. Holyoke and Chicopee, also in the Pioneer Valley, maintain similar regulations.

These restrictive municipal housing requirements are not uncommon across the country. One standout, however, is Minneapolis. The Minnesota city, in its plan called [Minneapolis 2040](#), recently eliminated single family zoning and altered its minimum lot sizes in recognition that these regulations were having a racially disparate impact on people of color. In its obligation to affirmatively further fair housing, Minneapolis recognized it needed to take a red pen to its zoning ordinances.

AFFH RULE REVISITED?

The Minneapolis example is precisely what the AFFH rule was intended to engender: a deep dive into the roots of a city's fair housing policies, to identify and devise solutions to provide fair housing for all who live there.

Since the implementation of the rule, dozens of communities had been engaged in such deep dives. Some are opting to continue that process. Others, inevitably, will make less concerted efforts at fair housing.

Depending on the outcome of the upcoming presidential election, the AFFH rule may be re-implemented. Putting the rule back in place could refocus communities on their goals of investing in low-opportunity neighborhoods, broadening access to high-opportunity neighborhoods, and reforming zoning laws that both perpetuate housing shortages and reduce business opportunities for housing providers.

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Thinking Eviction? **THINK ALTERNATIVES TO EVICTION**

By Eric Weld, MassLandlords, Inc.

Eviction isn't always the most optimal way to vacate your rentals. Depending on specifics, you might consider alternatives to eviction.

When the state's moratorium on evictions ends – and it *will* eventually! – rather than getting before a judge to resolve tenant disputes, you might consider other, less arduous, alternatives to eviction. Whether your goal is to get your tenant to move out or to agree to preserve the tenancy, you have several options that could save time and money, and maybe avoid court altogether.

We recognize that for many landlords, there will be no choice but to file for eviction. But the reality is, in the aftermath of the [eviction moratorium](#) now in place, district, municipal and housing courts will likely be overwhelmed with a backlog of eviction and other housing cases.

Even a normal number of evictions, having been deferred since March, would be enough to back up the court system. Add untold numbers of additional evictions due to COVID-19-related circumstances and it is very likely your summary process case will be delayed beyond the usual. That means more expensive evictions, in time and money, as landlords await their litigation with units possibly occupied by unpaying tenants, as well as ongoing utility costs, taxes and upkeep.

The following alternatives to eviction might save you substantial money, time and stress. If possible, check with an attorney before moving forward with these suggestions, to determine the most suitable course for your circumstances.



Rather than getting before a judge to resolve tenant disputes, you might consider less arduous alternatives to eviction. CC SA-by Wannapik

First: A CONVERSATION

Whatever plan of action you intend to take to resolve nonpayment or other tenancy issues once the eviction moratorium is lifted, it's essential that you attempt to have a conversation with your tenants first.

You need information in order to decide the best solution, for both you and your tenant. At least, you need to know why they have stopped paying rent. Is the rent stoppage temporary? Is it due to COVID-19 and/or the response? Are there public resources, such as [RAFT](#) or [ERMA](#), available to restore rent payment? What are your tenant's intentions? Their options?

Once you have a clearer picture, you can make informed decisions about what to do next, possibly in collaboration with your tenant. If your tenant has made it clear that they have no intention or means to pay rent, that may require a different solution than you'd use for a tenant who temporarily lost income but has applied for emergency rental assistance and plans to make good on rent owed.

When you're satisfied that you've got a clear idea of your tenant's circumstances, you can decide how to move forward.

That might mean pursuing resolution outside of court, or proceeding with court action. If court is the way forward, there will still remain the possibility, on trial day, of reaching a court-enforceable agreement, or continuing on to trial.

Let's look at some further eviction alternatives that you, as a landlord, might consider.

ALTERNATIVE TO EVICTION #1: ALTERED RENT PAYMENT PLAN

Good tenants are worth keeping. If you have or had a good tenant – one who paid rent on time and complied with lease parameters before COVID-19 hit, but who has since delayed or stopped paying rent – you may want to make concessions to work with them and their situation.

Especially if your tenant is, say, temporarily furloughed from their job and has been doing their best to pay partial rent, you could work out a payment arrangement that spreads out their back rent owed over several months once their previous level of employment is restored. By doing so, you can minimize the economic impact on their finances while still receiving full rent.

Of course, there's a limit to how long you can extend your tenant's rent arrears. Three months? Six months? Nine? You might discuss a few scenarios with your tenant to come to an agreement. It likely depends on their income and how much is owed, among other details.

But as long as you both can agree on a payback arrangement and a plan for the tenancy to be restored in good standing within a satisfactory timeframe, an altered payment plan is a far better alternative to eviction.

ALTERNATIVE TO EVICTION #2: EXCHANGE OF SERVICES

This is related to alternative #1 and applies to circumstances in which you have a historically good tenant that you'd like to keep. If your tenant is able-bodied and capable of or skilled in certain tasks, consider suggesting an exchange of services in lieu of rent. If they are out of a job due to the pandemic and response, this might be a viable way to realize some value to offset owed rent.

Lawn-mowing and landscaping, snow removal, painting, cleaning and light maintenance are all ongoing jobs that every property requires. Rather than hiring outside contractors for these jobs, you might have the means for a win-win situation by putting your tenant to work to offset rent.

This alternative allows for creativity, especially if you and your tenant are on friendly terms. Is your tenant a talented musician? Maybe they could teach you or your children to play an instrument in partial exchange for rent. Do they speak a language you'd like to learn? Set up weekly tutoring (this could be accomplished via Zoom or other online meeting platforms). If you are both comfortable meeting in person, perhaps they could even babysit.

Whatever services you agree your tenant will provide in exchange for rent, be sure to set up a structure for payment, with precise and agreed-upon values (measured in time worked and dollars earned per hour). Of course, this must be an arrangement entered into voluntarily by both you and your tenant. Write the agreement up in detail on paper that you will both sign, as a contract or addendum to a lease, to avoid disagreements later.

If you decide to work with this alternative, it's very important that you comply with all payroll tax and worker's compensation laws.

ALTERNATIVE TO EVICTION #3: PARTIAL RENT DEFERRAL OR FORGIVENESS

Again, if you have a good tenant who has stopped paying or reduced their rent payments because of COVID-19 and the response, and if your financial position

can sustain it, you could consider deferring payment of rent in arrears, or even accepting a percentage of what is owed.

Deferring payment for a period of a few months could allow your tenant to regain their financial footing, or catch up on bills after finding new employment or resuming their job after a furlough. In this scenario, you receive the owed rent in full, albeit on a delayed schedule (interest should not be applied to back rent owed during deferment). You also will retain a good tenant and avoid the headaches and fees that can accompany eviction.

Forgiving a portion of rent owed is never an easy decision. But sometimes it's the smarter business calculation. Ideally, the amount you forgive is considerably less than what you would pay for a possibly prolonged eviction process. Which is wiser, you might ask: spending potential thousands of dollars and who knows how many hours on the process of evicting a tenant that you would like to keep? Or giving up a lesser amount, avoiding hours in court, fixing your losses now rather than leaving the issues unresolved indefinitely, and keeping a good tenant who is now back on their feet?

ALTERNATIVE TO EVICTION #4: CASH FOR KEYS

Cash for keys can be a straightforward process in which a landlord pays a tenant cash, or provides something of similar value, to a tenant in exchange for the tenant voluntarily handing over the keys and moving out of the rental by an agreed-upon date and time.

Within that simple plan, however, there are several caveats and important details to consider. MassLandlords recently wrote in depth about [cash for keys](#).

ALTERNATIVE TO EVICTION #5: USE A MEDIATOR

In the event you and your tenant agree on the need to part ways, or if you both want to reach an agreement that preserves the tenancy but can't agree on the terms, you might consider using a mediator.

A trained and qualified mediator is an unbiased professional who will take into account all the parameters of the situation and help the landlord and tenant arrive at a mutually agreeable and satisfactory solution that both expect will be carried out. The mediator's objective is also to make sure both parties understand their rights, and are making a legally informed decision when entering into a mediation agreement.

A sound move-out agreement should include the following: a time frame for the tenant to move out, a settlement on any rent owed to the landlord, detailed agreement on the condition the rental will be in upon move-out, and any other details that will bring the landlord-tenant relationship to a successful end.

An agreement to preserve the tenancy would include details such as a payment plan, a timeline for the landlord to make certain repairs, perhaps a plan for the landlord to gain access to the unit, resolution over the security deposit, and more.

Once you're within a court process, court-referred mediators – provided for free in some districts – can be made available. Mediators may also be hired independently through the various referral sources listed at the end of this section.

MassLandlords' recommendation: Always try mediation as a first step. Participation in mediation is voluntary on the part of the landlord and tenant. You will still have further options to pursue if your attempt at mediation doesn't work.

Mediators have no power to impose a binding decision. However, if you are using mediation within the court process – whether in housing, district or municipal courts – you can reach a court-enforceable agreement that would have the same effect as if a judge decided the case.

Although mediators are often licensed attorneys, there are non-lawyer mediators and counselors who can also provide excellent mediation services if you want to find one independently. MassLandlords also has a professional [Helpline](#) that offers landlord counseling and has a certified mediator available.

Opting for mediation instead of pursuing eviction can save significant time and money while strengthening tenancy relationships. Mediation can also yield results now, in a time-dependent way, that you can rely on. Mediation often works well and is highly encouraged.

Here are a few online resources for mediation services:

- **Mediate.com**
- **UMass-Boston, Massachusetts Office of Public Collaboration**
- **Arbitrate.com**

ALTERNATIVE TO EVICTION #6: BINDING ARBITRATION

The arbitration process is related to the mediation process in that in most cases, both parties voluntarily consent to participate. Then, at least initially, the parties present their cases in turn, offering evidence and documentation.

The rules of arbitration are more formalized than for mediation. With arbitration, whether it takes place in or out of court, the decision is handed down by the arbitrator, in contrast with mediation, in which the parties reach a decision. An arbitrator's decision is

legally binding and is usually unable to be appealed. Additionally, the parties sign documentation stating that they will abide by the arbitrated decision.

Alternative to Eviction #7: Termination or nonrenewal of lease

This is potentially an uncomplicated and legally sound way to get a tenant to move out of your rental – provided the tenant complies with your request.

As the timing may align with your need to have the rental unit empty, simply inform your tenant – ideally with at least a rental period or 30 days notice – that you do not plan to renew their lease and thus the tenant should plan to move out. In most instances, your tenant will respect your request and move out on or before the lease expiration date.

If, instead of having a fixed term tenancy, you have a tenant-at-will rental agreement, you would need to give your tenant a rental period/30 days notice that the tenancy will end, which will pressure them to move out by the end date of that termination period in order to avoid legal action.

If you are trying to get your tenant to vacate the rental for no-fault reasons such as renovations on the property or listing it for sale, you could consider giving an extended moveout notice to

allow your tenant ample time to find alternative living arrangements.

You could inform them of your planned lease termination or nonrenewal with two, three or as many months' notice as may accomplish the task.

The challenge with this alternative is what happens if a tenant does not move out after your tenancy termination notice expires. Because tenants cannot be forcibly removed until a judge issues a writ of execution followed by a constable-assisted eviction, your tenant, unfortunately, is allowed to stay in the rental as an illegal holdover, requiring you to go to court.

ALTERNATIVE TO EVICTION #8: FILE A BREACH OF CONTRACT ACTION

This alternative doesn't avoid court, but it is an alternative to eviction. It is unclear, however, whether this is a true alternative during the eviction moratorium. Some breach of contract cases are not being heard in state courts.

Instead of filing for eviction, you have the legal right to file a breach of contract lawsuit for money damages. This is a civil action in which you must prove that you have suffered damage as a result of monies contractually owed to you that have not been paid.

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- *Anything else that comes up.*



MassLandlords coach and Senior Manager of Member Service and Marketing **Sue McMahon** has been a property manager at large complexes in Greater Springfield for over 23 years.



MassLandlords coach and Helpline Advisor **Peter Shapiro** has managed his family rental business in Boston for 30 years. He is the author of *The Good Landlord: A Guide to Making a Profit While Making a Difference* and an experienced court mediator.

MassLandlords has a professional Helpline that offers landlord counseling and has a certified mediator available. CC by MassLandlords.

To initiate a breach of contract action, you first need to file a complaint with the clerk of the court to which you will bring the lawsuit. Read an outline of preliminary and subsequent steps for [filing a breach of contract](#).

THINGS NOT TO DO INSTEAD OF EVICTION

The above suggestions are legal and alternative ways that you can persuade your tenant to vacate your rental, or, in some cases, to reach tenancy preservation agreements without needing to go to trial.

There are a few illegal methods that some landlords have resorted to over the years, usually with disastrous and backfiring results. No matter how much you want and need your tenant to move out, and no matter how tempted you might be to employ extreme measures, do not allow yourself to be tempted into

resorting to these illegal and potentially dangerous means:

- Never physically bar your tenant's access to their rental (by changing locks, or, even worse, confronting them in person). It will almost always lead to a bad ending, potentially in the form of treble damages charges against you, possible criminal charges, or bodily harm.
- Never enter your tenant's unit and toss their belongings outside. It's illegal, disrespectful and dangerous.
- Never stop electric, water or other utility services. You are not allowed to render your tenant's unit uninhabitable while they are living there.
- Never threaten your tenant in any way.

THE BEST SOLUTION DEPENDS ON SOMETHING THAT IS LAWFUL AND AGREEABLE TO YOUR TENANT WHENEVER POSSIBLE

Eviction in Massachusetts can be a costly, time-consuming procedure. For owner-occupied and mom-and-pop housing providers, an eviction can take a significant bite out of annual rental revenue. Before embarking on an eviction process, it's important to know there are alternatives available.

Depending on the reasons you need your tenant to vacate their unit, or when you need to address issues that could lead to eviction, an alternative to eviction might better suit your needs while saving money, time and aggravation.

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Your Renters' WINTER RESPONSIBILITIES

By Eric Weld, MassLandlords, Inc.

Renters' winter responsibilities in protecting property from cold, snow, ice and wind should be made clear from the start of tenancy.

Protecting your rentals from the potential destruction of cold temperatures, ice and snow and occasional high winds is a collaboration between landlords and tenants, and your renters' winter responsibilities should be made clear before disaster strikes.

There are several preventative steps you and your renters can take before winter sets in, or just before storms, to defend properties from extreme cold and moisture, and more essentially, to avoid slips and falls.

RENTER RESPONSIBILITY IN WINTER #1: INTERIOR TEMPERATURE

Regardless of the type of dwelling, renters control access to the interior of their residence. With that control comes responsibility for stewarding its protection.

Primary among these interior responsibilities is taking steps to prevent pipes from freezing and bursting, a plight among the worst home disasters. That means keeping the heat programmed to a minimum setting that assures a suitable distribution of heat throughout the unit at all hours.

The minimum thermostat setting will depend on how well sealed and insulated your rentals and building are. If you have an older building with leaky windows, and that hasn't had updated insulation or moisture sealing treatment, the thermostats in your rentals may need to remain higher in order to offset the heat lost through the walls, windows and attic. But if it's a newer building or if you've had cellulose insulation blown into your building's walls, had attics and any crawl spaces sealed, and replaced windows, the rental units can maintain a cooler temperature without risk of freezing.

(Contact [Mass Save](#) for information on free energy assessments, grants and no-interest loans for sustainability upgrades such as insulation, sealing and replacement windows.)



Protecting property from potential destruction of winter's snow and ice is a collaboration between landlords and tenants. CC by WikiCommons

SETTING THE THERMOSTAT

Thermostats are installed on interior walls, so keep in mind that the temperature reading on a thermostat may display higher than in spaces near doors and windows, and exterior walls. There are hundreds of Wi-Fi temperature sensors available that can sit in a closet, under a sink, next to a door or in a bedroom, and monitor the interior temperature. Some can even be set to issue alerts if the temperature drops below a programmed minimum.

Tenants can also help distribute heat to vulnerable areas by leaving open cabinet doors under the kitchen sink to allow warm air to circulate around plumbing there; leaving the basement door ajar to lend warm air to pipes below ground; and maybe cracking the attic access if there are pipes running there as well.

Keep in touch with tenants in winter so you're aware of any cold or drafty areas in the rental that you may need to pay attention to.

OPEN TAPS

When outdoor temperatures dip below 20 degrees, tenants may need to leave taps open. Allowing a slow drip of water from the faucet can relieve the pressure and avoid burst pipes, even if water freezes.

If tenants plan to leave home for a few days or longer, they should open the taps slightly. They should also inform you as their landlord so you can be aware that your property is temporarily untended during potentially frigid weather and any storms.

RENTER RESPONSIBILITY IN WINTER #2: SPREADING SALT AND SAND TO AVOID SLIPS AND FALLS

Among the most important pre-storm measures you can take at your rentals is spreading sand or salt on walkways, steps, driveways and any other exterior places tenants may be walking. (Use of salt on public walkways may be prohibited in some communities. A variety of alternative de-icing products are available.)

Safe egress is the legal responsibility of the landlord, unless egress is located in a place exclusively accessed by the tenant (e.g., an enclosed, screened porch that might collect ice or blowing snow inside).

Spreading salt or sand on walkways before storms should be a routinized, clear and compensated role for a landlord or team member. This is a vital task to be done regularly before every storm for which the National Weather Service issues an icing or freezing warning. The risk of slips and falls on ice is too high to take a chance on this step.

AFTER THE STORM

In most cases in Massachusetts, snow and ice removal are landlords' responsibilities, and penalties for neglecting snow and ice removal from public walkways falls on property owners, not renters. However, according to M.G.L. Ch. 40, §§ 2,3,4, municipalities may write bylaws specific to snow and ice removal that supersede the state law.

For legal compliance and other reasons, most landlords may prefer to manage the clearing of snow and ice on their properties. To leave a potentially hazardous situation in the control of renters might be asking for possible trouble later on in the form of misunderstanding, neglect or, worse, litigation if an injury takes place on rental property.

In the case of some single-family rentals, it may be part of the lease agreement that tenants will clear snow and ice from the property's walkways and parking areas and from public walkways near the home. Landlords might reiterate these responsibilities at the beginning of the season, and certainly if that duty is neglected.

RENTER RESPONSIBILITY IN WINTER #3: CLEARING ITEMS FROM THE YARD

Renters are responsible for removing and safely storing their belongings – garden hoses, furniture and toys in the yard, potted plants on the deck – before winter hits.

It's especially important for renters to make sure items are removed from areas that will be snow blown such as walkways and driveways. Toys, stray scarves and mittens, trash and other items can wreak havoc on snowblowers if they become snagged or clogged. Worse, they can pose a grave danger if handled improperly.

Renters may also be responsible for removing or covering air conditioner units. And in some cases, such as single-family rentals with yards, tenants may be responsible for covering outdoor spigots with insulating material.

RENTER RESPONSIBILITY IN WINTER #4: MICE

It should be made clear to renters that they are responsible for informing landlords any time they see signs of the ubiquitous winter pests: mice (and, less frequently, rats).

Mice, the most common winter home infiltrator in New England, can get out of hand in short order if unmanaged. They breed quickly so that a couple visitors can fast become an infestation. Mice, which can squeeze their bodies through gaps and holes the size of a dime, can carry disease, larvae and unsanitary dirt, dust and oils into homes. And if left unguarded, mice and rats might chew on wires, fabrics and plastic in order to procure nesting materials, and raid food containers.

Renters should know to notify their landlords the minute they see the indicative mouse droppings around food areas, or if they hear or see the nighttime visitors.

RENTER RESPONSIBILITY IN WINTER #5: EMERGENCY PLAN

Finally, in case of disasters such as fires, burst pipes or furnace malfunction, renters are the first line of defense and are responsible for contacting emergency services. Landlords should make sure their tenants have a list of local emergency contacts readily available.

For renters' safety as well, an emergency plan should be discussed at lease signing. If renters need to escape the unit for any reason, or quickly turn off the water main, having discussed it before the moment of disaster could save lives and properties.

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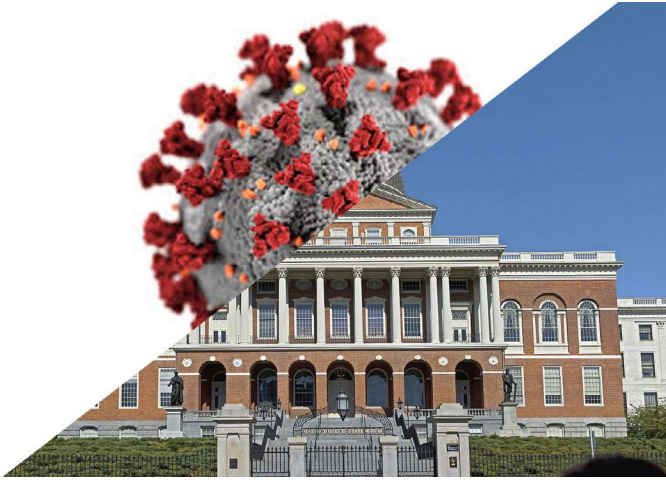
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Message Board Moratorium Bulletin from October 12 RE: END OF STATE EVICTION MORATORIUM, START OF CDC MORATORIUM



The announcement below was posted to MassLandlords message boards on Monday, October 12 about the end of the Massachusetts eviction moratorium and the start of the CDC moratorium.

We have prepared the following detailed summary to discuss the end of the [state eviction moratorium](#) this Saturday October 17, the start of the [CDC moratorium](#) this Sunday, and the Governor's announcement today of \$171 million in additional funding for housing stability.

JUDICIAL BRANCH CHANGES

Evictions for tenancies without nonpayment will resume after this Saturday, October 17 if the state moratorium lapses as expected on that date, so long as the Legislature does not impose a new moratorium. When the State-level moratorium expires, the Federal moratorium ordered by the Centers for Disease Control (CDC) will take effect here in Massachusetts.

The [Housing Court](#) has updated their standing orders for the end of the state eviction moratorium, [Order 6-20](#) to replace the current orders on Monday Oct 19. The new Housing Court standing order enforces the CDC eviction moratorium, which protects renters from eviction for nonpayment through Dec 31.

Note that the CDC moratorium does not permit:
“any action by a landlord, owner of a residential property, or other person with a legal right to pursue eviction or a possessory action, **to remove or cause the removal** of a covered person from a residential property.”

A “covered person” is any renter that has provided a [declaration](#) containing five key statements set out in the CDC order. Assume 86% of all renters with nonpayment are or ought to be covered. If you receive a declaration, you should work on the assumption that the renter is a “covered person.”

Do not commence proceedings against a renter who provided a declaration. Every housing provider who commences a new summary process case will have to file an affidavit swearing that they have not received a declaration.

Because the CDC moratorium carries jail time and six figure fines as a possible penalty for noncompliance, **do not give a notice for a nonpayment eviction before talking with an attorney. As always, never resort to self-help (change the locks).**

MassLandlords' advice is unambiguous: Do not attempt to work around the CDC moratorium. Some will argue that tenancies with nonpayment might proceed to eviction if nonpayment isn't listed as a claim. In other words, “Yes they owe money, but I'll terminate no-fault.” That's a discussion for you and your attorney concerning your particular financial and legal situation, in the knowledge that State officials (including the Attorney General) will enforce the provisions of the CDC moratorium, which include draconian criminal penalties.

If, instead of trying to work around the CDC moratorium, you file forthrightly for nonpayment:

1. You will increase the chance your renter is identified for the \$100 million made available this afternoon via the Governor's expansion of RAFT, and
2. Any theoretical delay imposed by the CDC protections will likely be swamped by our own court backlog, resulting in no practical difference for many of us looking at January or later levies.

Also,

3. If the CDC moratorium is worked around, we will get stuck with the “infinite moratorium” that is now before the Massachusetts legislature. The primary reason this infinite moratorium need not pass is the intended strength of the CDC moratorium.

In every case, court procedure will now be modified to delay scheduling of hearings to provide a “Tier One” court event at least two weeks before any hearing to facilitate CDC declarations, applications to RAFT, mediation, etc.

The courts will take at least four to six weeks to deal with the backlog before any new filings will be heard.

Detailed articles will be written for our blog and newsletter. We will update what we know at our [COVID-19 Resources Page](#) and at our [Eviction Moratorium FAQ](#).

Changes will be made on Sunday October 18, depending on what happens, or on such other date as we hear corrections or news.

A full [video on the CDC moratorium's impact on Massachusetts](#) was prepared by our Legislative Affairs Counsel.

EXECUTIVE CHANGES

This afternoon (Oct 12) the Governor announced a \$171 million housing stability package. It includes:

- \$100 million for RAFT, with some additional strings attached; we are waiting for the regulations to be published.
- Landlords with 20 or fewer units can apply for RAFT on behalf of their renters, with permission from their renter.
- Pre-trial mediation will be available to owners and renters without having to go to court. Intake details to be published.

- The Tenancy Preservation Program has been roughly quadrupled to help seniors and those of us living with a disability receive additional help paying rent.
- Effective Oct 13, renters and owners in Massachusetts will be able to call 211 for housing-related social emergencies, primarily application for ERMA mortgage assistance money and RAFT rent assistance money. (Obviously for fire and physical emergencies, call 911).

We will update you on details as the Governor's new regulations are published.

Point your camera app here to read more online.



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CDC Issues Eviction Moratorium for Remainder of 2020

By Kimberly Rau, MassLandlords Writer

Order will extend Massachusetts' moratorium even as the state-issued ban on evictions expires.

On September 4, the federal Centers for Disease Control and Prevention (CDC) announced [a nationwide eviction moratorium](#) that will run through December 31, 2020. The CDC moratorium effectively extended the existing halt on most evictions that Massachusetts Governor Charlie Baker [signed into law](#) on April 20, which expired on October 17.

"In the context of a pandemic, eviction moratoria—like quarantine, isolation, and social distancing—can be an effective public health measure utilized to prevent the spread of communicable disease," the CDC stated in a press release announcing the moratorium. It went on to say that an eviction moratorium makes it easier for at-risk populations to self-isolate, and enables state and local governments to more easily enact stay-at-home and social distancing policies.

"[H]ousing stability helps protect public health because homelessness increases the likelihood of individuals moving into congregate settings, such as homeless shelters, which then puts individuals at higher risk to COVID-19," the press release added.

This action by the CDC prohibits landlords from taking any action to recover possession of their rental property as long as the tenant in question [signs a declaration](#) stating that they meet or have met the following criteria:

- The tenant has made a good-faith effort to apply for available government assistance to pay rent;
- The tenant expects to earn less than \$99,000 individually (\$199,000 jointly) in 2020, or reported no income in 2019, or received a stimulus check in 2020;
- The tenant cannot pay full rent;
- The tenant is paying as much as they can; and



Massachusetts allowed our eviction moratorium to expire in light of the CDC's national eviction moratorium.

Image credit: eb1 cc-sa Fcb981

- If evicted, the tenant would be forced to enter a shelter or crowded housing.

Like the expired Massachusetts moratorium, the CDC order is clear to state that rent is still due during this time and that tenants must comply with the terms of their lease. The CDC's order also does not prohibit landlords from assessing or collecting late fees or interest on missed rent payments "under the terms of any applicable contract."

The CDC order also does not prohibit states from enacting more strict regulations in the name of public health and safety. This means that even though the state moratorium expired, the national one remains in effect. And if the governor had wanted to extend the state moratorium, he is free to do so.

On one hand, this CDC order states that tenants must swear they meet the aforementioned requirements under threat of perjury. Everyone on the lease is required to sign it. This may make people pause if they have less-than-honest intentions (that is, people who could pay their rent and are opting not to). It also does not prohibit landlords from evicting for reasons other than non-payment of rent.

On the other hand, this order, like the one from Gov. Baker, does not clearly define "eviction." It states:

"'Evict' and 'Eviction' means **any action** by a landlord, owner of a residential property, or other person with a legal right to pursue eviction or a possessory action, to remove or cause the removal of a covered person from a residential property. This does not include foreclosure on a home mortgage." (Emphasis ours.)

The CDC order does not state whether issuing a notice to quit counts as an eviction, and landlords could face [severe consequences](#) for "guessing" wrong. As always, MassLandlords encourages anyone looking to pursue any kind of action against a tenant to consult with an attorney before moving forward. And never attempt something illegal to get your tenants out, such as changing the locks.

Furthermore, we would like to stress that it is important not to try to "work around" the CDC moratorium by terminating "no fault" instead of for nonpayment. For one thing, the CDC moratorium is presently helping to deter an "infinite moratorium" bill that is before the Massachusetts Legislature. If the state sees people trying to work around it, they may see the need to pass it after all.

Instead, try to get your tenants to apply for some of the \$100 million in expanded RAFT funding announced by the governor earlier this month. This will keep you in good legal standing and may also help you keep a good tenant who has fallen on hard times once the moratorium expires.

Point your camera app here to read more online.



Under the CDC Moratorium **IS IT LEGAL TO SEND A NOTICE TO QUIT?**

Peter Vickery, Esq. Legislative Affairs Counsel

Even if it may seem legal to send a notice to quit for nonpayment after October 17, think carefully about the criminal penalties and consult with an attorney before doing so.

Some MassLandlords members are asking me, “Are we allowed to send a [notice to quit](#) after October 17?”

Unless the Massachusetts Legislature passes a new law, the [state-level eviction moratorium](#) will expire the night of Saturday, October 17. At that point a different (more limited) eviction moratorium will take effect in Massachusetts, i.e. the one that the federal Centers for Disease Control (CDC) ordered. The [CDC eviction moratorium](#) will expire December 31, 2020.

For the duration of the CDC moratorium (October 18 - December 31) is it lawful to send a notice to quit?

According to the CDC itself, the answer appears to be “yes.” But because the CDC order creates some ambiguity, housing providers should brace for arguments that the answer in Massachusetts will turn out to be “no”.

Because **violations of the CDC eviction moratorium could result in a \$500,000 fine and a year in jail**, housing providers must weigh carefully the cost of another several month’s nonpayment against the cost of an inadvertent but serious noncompliance.

WHAT IS AN “ACTION”?

The [CDC moratorium order](#) defines “eviction” as “any action by a landlord, owner of a residential property, or other person with a legal right to pursue eviction or a possessory action, to remove or cause the removal of a covered person from a residential property.”

A reasonable person could interpret “any action... to cause the removal of a covered person” as prohibiting any act or behavior that would cause the removal of a covered person. This interpretation would make a notice to quit an example of actions that are banned by the CDC order.

After all, in most instances sending a notice to quit is one of the things that ultimately causes a judge in a summary process case to award possession to a plaintiff landlord. And in some cases **a notice might frighten a renter into leaving**. In either sense, serving a notice to quit could seem to *cause* the removal.

In my opinion this would not be the correct way to interpret the word “action.”

CDC FAQs

The information on the agency’s frequently asked questions (FAQ) page indicates that the [definition of “eviction”](#) does *not* prohibit landlords from serving notices to quit. In fact, the Order allows landlords to take the next step and commence summary process proceedings.

The FAQ page states that the Order is not intended “to prevent landlords from starting eviction proceedings, provided that the actual eviction of a covered person for non-payment of rent does NOT take place during the period of the Order.”

Because the CDC clearly does not intend to prohibit summary process cases from starting, let alone prohibiting the earlier step of serving the notice to quit — plus the fact that the Housing Court has developed a process for handling cases where the renter is a “covered person” (see below) — there should not be any dispute. But as you know, the fact that an argument is weak or baseless does *not* necessarily stand in the way of somebody making it.

Landlord Affidavit Consistent with Being Able to Serve Notice

A “covered person” is someone who has given the housing provider a sworn declaration that states five key points about their reasons for non-payment/partial payment (see our [previous alert](#) on this subject). The Housing Court wants to ensure that no executions issue against anyone who qualifies as a “covered person.”

When starting a summary process case, the plaintiff housing provider will need to complete an affidavit swearing that the renter has not provided a declaration stating that they are covered by the CDC eviction moratorium. The Housing Court will have these affidavits available online soon.

According to the agency’s FAQ page, the CDC eviction moratorium does not prevent you from serving a notice to quit or commencing summary process. The Housing Court anticipates situations where the plaintiff housing provider files the case but it turns out that the defendant renter is, in fact, a “covered person.” Its new [Standing Order 6-20](#) describes the process for making this determination and what happens with the case from that point onward.

CDC MORATORIUM NOTICE TO QUIT CONCLUSION

We all need to bear in mind that the FAQ page is merely a guidance document and that Standing Orders are subject to revision. We hope that the Attorney General (whose office will be enforcing the CDC eviction moratorium) and the Housing Court will agree with our interpretation, but we cannot guarantee that they will.

Violations of the CDC eviction moratorium trigger very serious criminal sanctions (\$500,000 fines and a year in jail). MassLandlords strongly urges all housing providers to consult with an attorney before issuing a notice to quit and commencing summary process where rent remains overdue. This warning applies regardless of whether or not nonpayment will be enumerated in the claims you would file, as it is the renter's situation – not your claims – that ultimately determine the applicability of the CDC moratorium.

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Pending Law H.5018 Proposes TAX CREDITS FOR LANDLORDS

By Eric Weld, MassLandlords, Inc.

Tax credits, which could take years or decades to pay out, are the latest proposal for stabilizing housing after the State of Emergency

Tax credits for landlords. That is the latest proposal to make whole housing providers who have lost rental income from tenants who stopped paying rent this year, in part or full due to COVID-19 and the economic response.

Under the provisions of bill 191 H.5018 S.2918, "An Act to guarantee housing stability during the COVID-19 emergency and recovery," landlords who are owed back rent due to COVID-19 may opt to claim the income loss as part of their future tax returns and receive a credit, every year if necessary, until the owed amount has been paid.

191 H.5018 was successfully voted out of the Joint Committee on Housing on October 1, and referred to the Joint Committee on Rules. There are several legislative steps, and some deliberations that will be open to the public, before the bill could be signed into law.

MassLandlords has prepared [talking points](#) for landlords' use in contacting their representatives and senators, and urging them to oppose this bill.

TAX CREDITS FOR LANDLORDS: AN INADEQUATE SOLUTION

Since the state's eviction moratorium went into effect as part of the State of Emergency last March, thousands of renters across the state have stopped paying, or have paid only partial, rent. Many of those rent stoppages and reductions – but not all – have been the result of tenants losing their jobs or being partially or fully furloughed. Others, such as gig workers and self-employed proprietors, have stopped or

Bill 191 H.5018, pending in the state legislature, proposes tax credits to compensate landlords who have lost rental income due to COVID-19 and the response.

suspended business and have lost most or all of their income. Still other renters, to be sure, have not lost their jobs or income, but rather have decided to stop paying rent because their landlords have no recourse to evict them.

The state's eviction moratorium expired at midnight on October 17. The federal Centers for Disease Control and Prevention's eviction moratorium remains in place until the new year, but does allow some summary process cases to move forward. Courts will be significantly backlogged with eviction cases with the lifting of these moratoriums. A process is in place for hearing tens of thousands of cases, but summary process cases will inevitably be delayed.

H.5018 is the latest proposed solution for keeping as many renters as possible in their homes after the moratoriums have ended. Its structure – mainly of delayed and piecemeal payments of money owed to landlords through tax breaks – will undoubtedly be inadequate for many landlords. For many mom-and-pop and owner-occupied housing providers, who spend much of their

income on rental upkeep, taxes, insurance and utilities, the law will not be workable at all. We review a couple of scenarios below.

Meanwhile, MassLandlords, since May, has proposed and promoted a [Fair and Equal Housing Guarantee via Surety Bonds](#) that would ensure that renters may retain their housing and that landlords would receive rent payments. This proposal would be funded through a nominal 1% tax on new single-family-zoned homes, which would help to increase much-needed multifamily housing in the state. The proposed plan has not gained traction with legislators in leadership.

RENT FORGIVENESS

It's impossible to tally exactly how much rent is and will be owed collectively to Massachusetts housing providers. MassLandlords [estimates](#) 20.8% of all rental housing in the state is in arrears, with an average owed payment of \$3,300. Some landlords are owed less than \$100, while others are well into five figures owed in back rent.

According to H.5018, landlords who opt for the tax break payback over time may not initiate or pursue eviction for those tenants for whom they are claiming rental loss.

Meanwhile, the tenants will be forgiven for the rent owed if their lack of payment was the result of COVID-19 and the response. Presumably, this would refer to a loss of income due to a job layoff or furlough or other type of direct reduction in income because of the stalled economy. However, the language in the proposed law is broad.

The rental forgiveness provision of H.5018 would last for one year beyond the end of the State of Emergency.

INFINITE EVICTION MORATORIUM

The effect of 191 H.5018 would be like an extension of the eviction moratorium, almost indefinitely. In essence, under this bill, landlords would be required to support housing for their tenants without any compensation for at least one year after the lifting of the State of Emergency. And even when compensation does begin, as a tax credit, it would only be a fraction at a time of what is owed.

Let's look at the reality of how this bill would work.

Consider a landlord who pays 5% of their net income to taxes (Mass. tax rate was lowered from 5.05% to 5% for the tax year beginning January 1, 2020). Let's say this landlord has a unit that is pure profit under normal circumstances. In that situation, they would pay a full 5% of the gross rent proceeds to taxes. Therefore, at tax time, this landlord will receive a 5% credit. Meanwhile, this landlord has absorbed 100% of the costs for providing rental housing.

Paying 100% for housing now, and being reimbursed at a rate of 5% per year would mean a 20-year full reimbursement schedule. That's the best-case scenario, because the State of Emergency may continue for months, or possibly another year. Under 191 H.5018, the "infinite moratorium" would continue for another year after that is lifted, potentially requiring landlords

to fund 100% of housing without compensation for two years. At 5% reimbursement annually, that's a 40-year payback schedule.

200-YEAR PAYBACK

Now consider all the landlord situations in the state in which the rental unit is *not* 100% profit – cases in which gross rent proceeds are used to pay for mortgage, insurance, taxes, repairs, etc. In this case, rental taxes may be well below 5%. For some – especially new landlords who have invested in properties that will yield larger profits down the road – their rent taxes may be as little as 0.05%. Their full payback period according to the 191 H.5018 schedule? 200 years.

How many landlords can wait 200 years to receive rent payments?

As payback timelines stretch out for some housing providers, unlawful takings and other legal challenges will further complicate the issue. When the eviction moratorium has been litigated against, a primary defense has been that the regulation has not been so onerous as to constitute a total diminution of property value. Some owners, who have been deeply impacted by the pandemic response, could literally be receiving compensation beyond their natural lives under H.5018. This would likely precipitate new takings arguments in state and federal courts.

SIMILAR TO CALIFORNIA

A similar bill has been hovering in the California legislature for several months. Unlike the Massachusetts bill, California's [SB 1410](#) does not include any form of rent forgiveness, except in specially granted circumstances. The state would pay back landlords' owed rent via income tax credits, but not beginning until 2024, and would be allowable for 10 years, through 2034. California renters would be expected to pay their arrears to the state over the same timeframe, according to a schedule preset by the state, unless they apply and are approved for rent reduction or forgiveness. (No language is included in the bill regarding enforcement if a tenant

moves out of California while under the agreement.)

The California law is encountering predictable pushback from housing providers (and others) in the state, who have been and would continue to be saddled with mortgage payments, taxes, insurance and repair costs without receiving offsetting rental income.

TAX BILLS DUE

If H.5018 becomes law, it's not difficult to see that a lot of landlords will be forced to leave the market, some claiming bankruptcy. Others might find alternatives to eviction that could help them vacate their rentals or repair tenancies.

Many landlords have already run out or are running out of cash reserves and are deferring maintenance on their rentals as a result of the eviction moratorium. Some have walked away from their rental properties altogether, unable to sustain the costs without income.

Among MassLandlords' membership, the rate of sell-outs has more than doubled this year, from 14% in February to 30% in August, even as membership reaches an all-time high of 2,000.

Meanwhile, property tax bills have come due consistently on schedule each quarter since the pandemic swept the country last spring and the governor declared a State of Emergency.

On paper, H.5018 might make sense to a state government facing intractable budget shortfalls and interminably backlogged courts. But this bill would do very little to help most landlords who have sustained the brunt of the COVID-19-related rental housing crisis.

Point your camera app here to read more online.



Webinar Recordings of MassLandlords Events **AVAILABLE ONLINE**

By Eric Weld, MassLandlords, Inc.

MassLandlords captures all of our topical webinars and we post webinar recordings following live events for access by members and the public.

Live webinars and webinar recordings from MassLandlords events serve as an essential resource for members and the public seeking information about renting and property ownership.

In 2020, since the COVID-19 pandemic and response, and subsequent limitations on in-person gatherings, our webinars and webinar recordings have become more important. They provide landlords with important information pertaining to their businesses, and do so in a safe, pandemic-compliant way.

A range of [webinar recordings](#) are available on the MassLandlords website, each containing pertinent information in an easy-to-access format with slides presented at the live events.

A RANGE OF WEBINAR TOPICS

MassLandlords webinar recordings cover topics such as [rental assistance programs](#), [tenant screening](#), [buying and selling occupied rental property](#), [regulations around emotional support animals](#), [eviction moratorium](#) information, and more.

View the full menu of [webinar options here](#).

We are always in the process of producing new webinars that address issues pertinent to current events, seasonal considerations, and laws and policies. New and recent webinar topics offered include an overview of our proposed fair and equal housing guarantee via surety bonds, and a presentation of the MassLandlords Individual Claims Council.

Also, a webinar, titled “Oppose Rent Cancellation and Hear Our Alternative,” is available for free and is open to the public.

VALUABLE INFO FROM SEASONED EXPERTS

These webinars are hosted by professionals engaged in landlord-related services, such as realtors, property managers, attorneys and housing advocates, among others.

A May 20 webinar on tenant screening was presented by Jeremy Durrin, an experienced background screener and president of Background Examine in Westhampton. In August, H. John Fisher, a seasoned rental property owner and author of the landlord textbook *Property Management Manual for Massachusetts Rental Owners*, presented a webinar on the rental assistance application process for RAFT and ERMA. Attorney Jordana Roubicek Greenman, of Watertown, led an eviction moratorium update webinar.

AN ONGOING RESOURCE

Unless provided for free in special circumstances, MassLandlords webinar recordings are available for a nominal fee: \$3 for members and \$6 for non-members (paid via credit card online). This is the same fee MassLandlords charges to attend the live webinar in real time.

Once you have purchased access to a webinar recording, you may revisit it repeatedly at any time as a valuable resource for your business.



MassLandlords webinar recordings offer information on a range of topics, including regulations around emotional support animals, and many more. CC – by MassLandlords

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REGIONAL



NOVEMBER 2020

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 5:00pm - 7:00pm	5	6	7 Crash Course Day 1 8:30am - 12:15pm
8	9	10 MWPOA Virtual Meeting 7:00pm - 8:00 pm	11 Worcester Virtual Meeting 5:00pm - 7:00pm	12 Springfield, NWCLA Virtual Meeting Time TBD	13	14 Crash Course Day 2 8:30am - 12:15pm
15	16	17 Cambridge, RHABC Virtual Meeting Time TBD	18 Webinar 12:00pm - 1:00pm	19	20	21
22	23	24	25	26	27	28
29	30 Upper Cape Virtual Meeting Time TBD					



DECEMBER 2020

Upcoming events
See details under each region

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

STATE WIDE

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

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11/14

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:



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

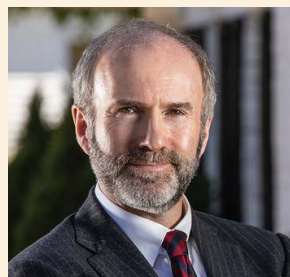
- Small group session with the Executive Director, a trained presenter and experienced landlord, and the attorney.
- A comprehensive agenda, see below.
- Your choice of two books:
 - Every Landlord's Tax Deduction Guide by NOLO,
 - The Good Landlord by Peter Shapiro,
 - Getting to Yes by Roger Fisher, 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.



Instructor Douglas Quattrochi



Instructor Attorney Peter Vickery

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, NOVEMBER 7TH, 2020 AGENDA

- 8:30 am - Introduction of MassLandlords and course participants
- 8:50 - Rental markets
 - Urban, suburban, rural
 - Luxury, college, professional, working, subsidized, rooming houses
- 8:55 - 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?
- 9:20 - 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
- 10:05 - Break
- 10:15 - Applications and screening
 - Criminal, credit, eviction
 - Discrimination (legal highlight)
 - Tenant Screening Workshop
- 10:20 - If time allows, start Rental Forms
 - Lease vs Tenancy at Will
 - iCORI
 - Eviction notices
- 12:15 - Legal Matters
 - End Day One, course resumes the following Saturday

SATURDAY, NOVEMBER 14TH, 2020

- 8:30 - Review of Day One and follow-up questions
- 8:45 - If needed, finish Rental Forms
 - Lease vs Tenancy at Will
 - iCORI
 - Eviction notices
- 9:15 - Legal Matters start
 - Late fees
 - Security deposits
 - Eviction process 1:40 - End
 - Move-and-store
 - Water and electrical submetering
 - Housing Court vs District Court
 - Warranty of habitability
 - Inspections
 - Subsidies
 - Rent control
- 10:05 - Break
- 10:15 - Legal Matters finish
- 11:00 - Maintenance, hiring, and operations
 - Keeping the rent roll and expenses
 - Filing taxes
 - To manage or not to manage
 - Tenants as customers
 - Notifying tenants
 - Extermination
 - Monitoring contractors
 - Lease violations and conflict resolution
 - Record keeping
- 11:50 - Overview of books and resources for further education
- 12:00 - Review of unanswered questions
- 12:15 - End Day Two and End Course

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

Participation is Easy

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Virtual Meeting Details (hosted by Zoom)

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Password will be emailed and viewable online.

Topic: Crash Course Nov 7, 14 Time:

Nov 7, 2020 08:00 AM Eastern Time (US and Canada) Every week on Sat, 2 occurrence(s) Nov 7, 2020 08:00 AM Nov 14, 2020 08:00 AM Please download and import the following iCalendar (.ics) files to your calendar system. Weekly: <https://us02web.zoom.us/j/78112900000>

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:**
 - Non-members: \$205
 - 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 [Click here to purchase tickets](#) Please note: this event is run by MassLandlords staff.

BERKSHIRE COUNTY**Pittsfield: Networking and Speaker**

TUE
11/17

Our next event will tentatively be held Tuesday, November 17th. Check [MassLandlords.net/events](https://masslandlords.net/events) for updates.

BOSTON, CAMBRIDGE, SOMERVILLE**Cambridge Virtual Meeting: Networking and Training Event**

TUE
11/17

Our November Virtual meeting will be held Tuesday, November 17th. We are working with members to select a topic. Suggestions always welcome at hello@masslandlords.net. Check [MassLandlords.net/events](https://masslandlords.net/events) for updates.

CENTRAL WORCESTER COUNTY

Statewide Virtual Meeting: Housing Court Rules in a Post-moratorium World

WED
11/11

Housing court is not like it used to be. The Massachusetts eviction moratorium is at an end. The CDC moratorium is in full effect. A backlog of **ten thousand cases** is being worked through diligently by our housing court staff, who previously were stopped by the legislature from doing their job. The courts are socially distant with **Zoom hearings** the norm. And the detailed court process has changed. Attendees at this event will learn:

- How the **litigation** against the moratorium in state and federal court impacted the transition we are now in;
- What the **CDC declaration** is, and how it can impact your relationship with your renters;
- What the **CDC affidavit** is, and how it can change your court procedure;
- When old and new cases will be heard;
- Paperwork from before is still good; and
- How long will an eviction take?



Attorney Jordana Roubicek Greenman



Attorney Richard Vetstein

This presentation will be given by two attorneys.

Attorney Jordana Roubicek Greenman is an attorney and a title agent for First American Title Insurance Company and WFG in the Commonwealth of Massachusetts. Attorney Roubicek Greenman has a solo practice with a main office in Watertown and additional office in Downtown Boston. Her practice consists of a broad range of real estate-related legal matters, including commercial and residential landlord/tenant disputes, condominium association representation, general real estate litigation and commercial and residential real estate closings. Attorney Roubicek Greenman has a well-respected reputation for aggressively advocating for her clients' goals and ensuring beneficial outcomes at a reasonable cost. She was among the first attorneys to take legal action in response to the unfunded eviction moratorium; her case is before the Superior Court.

Richard D. Vetstein, Esq. is founding partner of Vetstein Law Group, P.C.. He is a nationally recognized real estate attorney and litigator. Recently, Rich was lead counsel in the successful federal legal challenge to the Massachusetts Eviction Moratorium, which received national and statewide publicity. Rich's legal analysis has been quoted in the Boston Globe, Banker & Tradesman, Wall Street Journal's SmartMoney.com, Bloomberg News, and Massachusetts

Lawyers Weekly. Mr. Vetstein has also been selected as Metrowest Boston's Best of the Best Lawyers, and one of Inman News' 100 Most Influential in Real Estate. He is the former Co-Chair of the Boston Bar Association's Title & Conveyancing Committee. A dedicated advocate for property owners, Rich was instrumental in the passage of the Act Clearing Title to Foreclosed Properties, and has testified at the State House in support of the Rent Escrow Bill and many other landlord legislative initiatives. An intense advocate, Rich's efforts led to the indictment of a criminal syndicate in one of the largest real estate forgery schemes in Massachusetts history.

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

"No Sales Pitch" Guarantee

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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 , NOVEMBER 7TH, 2020

Virtual Meeting Agenda

- 5:00pm Sign-in and virtual networking: you can chit chat with others as people log in
- 5:40pm Business Update
- 6:00pm Housing court post-moratorium
- 7:00pm Virtual meeting ends

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Password will be emailed and viewable online.

Topic: Statewide Virtual Meeting
Wed Nov 11: Housing Court Post-Moratorium Time: Nov 11, 2020 05:00 PM Eastern Time (US and Canada) Join Zoom Meeting <https://us02web.zoom.us/j/83748887958> Meeting ID: 837 4888 7958 Passcode: Will be emailed and online. Dial by your location +1 301 715 8592 US (Germantown) +1 312 626 6799 US (Chicago) +1 646 876 9923 US (New York) +1 408 638 0968 US (San Jose) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) Meeting ID: 837 4888 7958 Passcode: Will be emailed and online. Find your local number: <https://us02web.zoom.us/j/83748887958>

Pricing

Open to the public. Membership is not required!

- Contemporaneous participation:
 - Public: \$10
 - Members: \$7
 - Veterans Free Today: Thank you for your service. Purchase a ticket, then email hello@masslandlords.net, your ticket will be fully refunded; you will still get automatic access to the event password this way.
 - Premium Members: No charge and no need to register. Click [here](#) for meeting details and password.

This event will not be recorded.

Slides if any will be uploaded to [COVID-19 Coronavirus Landlord-Tenant Laws, Regulations, and Procedures](#).

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

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.

Google calendar users: [add our event calendar to your own](#).

Worcester Virtual Meeting: Networking and Training Event

THUR
11/09

Our December Virtual meeting will be held Wednesday, December 9th. We are working with members to select a topic. Suggestions always welcome at hello@masslandlords.net. Check [MassLandlords.net/events](https://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)

Statewide Virtual Meeting: Court Service Centers offer Help to the Self-represented

THUR
11/04

The Commonwealth of Massachusetts pays for dedicated civil servants to help people navigate the courts. These legal professionals work in the Massachusetts Trial Court Service Centers, which are accessible now through Zoom Meeting and telephone (and in normal times, located in seven multi-court complexes through the Commonwealth). **The Court Service Centers do not give legal advice or provide representation.** They do:

- Provide legal information about court processes and procedures;
- Answer procedural questions without giving advice;
- Provide 1-on-1 assistance in completing court forms;
- Provide information on legal services and other community-based organizations; can refer renters to RAFT and ERMA, and owners to ERMA, and
- Provide access to an interpreter in your/your renter's preferred language.

This presentation will be relevant to new and experienced owners and managers, especially those with renter challenges like payment arrears, domestic violence, custody, and other issues for which the starting point to address an issue may be unclear. We will also discuss volunteer opportunities for those who aren't so badly impacted by the pandemic and may be willing to give back.



The Court Service Centers are available electronically (Image Public Domain Mass.gov)

This presentation will be given by Jorge Colón. Jorge is a licensed attorney in the jurisdictions of Massachusetts and Puerto Rico. In his current role as the Court Service Center (CSC) Circuit Manager for the Massachusetts Trial Court, he supports the operations of five of the seven CSC locations across the state. Jorge has dedicated over eight years of his career to the housing field, especially working with landlords and tenants in eviction cases. In 2019, Jorge received the Massachusetts Trial Court Excellence Award for his work as part of the Language Access Advisory Committee.

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

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Open to attendees statewide

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WEDNESDAY, NOVEMBER 4TH

Virtual Meeting Agenda

- 5:00pm Sign-in and virtual networking: you can chat with others as people log in

- 5:40pm 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.)
- 6:00pm Local Manager Meeting Introduction
- 6:05pm Court Service Centers
- 7:00pm Virtual meeting ends
- Participation is Easy
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- Webinars have limited participation options (typed questions only) and are recorded.

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- 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.

Pricing

Open to the public. Membership is not required!

- Contemporaneous participation:
 - Public: \$10
 - Members: \$7
 - 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 Waltham Virtual Meeting: Networking and Training Event

WED
12/02

Our December Virtual meeting will be held Wednesday, December 2nd. We are working with members to select a topic. Suggestions always welcome at hello@masslandlords.net. Check [MassLandlords.net/events](https://masslandlords.net/events) for updates.

GREATER SPRINGFIELD

Springfield Virtual Meeting: Networking and Training Event

THUR
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](https://masslandlords.net/events) for updates.

LAWRENCE METROWEST

Marlborough Virtual Meeting: Handling Tenant Issues and Evictions in the Current Climate

TUE
11/10

Our November meeting is going to be another zoom conference call. This presentation will be given by Attorney Mark Burrell.

TUESDAY, NOVEMBER 10TH

MetroWest Property Owners Association Meeting Agenda

- 7:00pm Zoom Meeting Starts
- 8:00pm Zoom Meeting Ends

Location

Participation is Easy

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Pricing & RSVP

Open to the public! Membership is not required. ***MWPOA Members* RSVP by emailing your full name to Laurel newlakeview@yahoo.com**

- [MassLandlords.net/MWPOA](https://masslandlords.net/MWPOA) Members pay \$100 annual MWPOA dues and each meeting is free, just RSVP!
- [MassLandlords.net](https://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: Mass Save Program and the Virtual Experience

THUR
11/12

Join us from the comfort of your home for a presentation from HomeWorks Energy, Inc. to learn about the benefits of the Mass Save program, and how the process is continuing virtually.

Energy Efficiency, Simplified. HomeWorks Energy, Inc. makes it easy for homeowners to reduce their energy costs and carbon footprints. As a Mass Save® partner and the largest Home Performance Contractor in Massachusetts, they're proud to be leading the region in energy efficiency. "It's our business to create greener homes and more green in savings, and that's great for all of us."

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!

THURSDAY, NOVEMBER 12TH

NWCLA Meeting Agenda

Visit nwcla.com for any last-minute updates or changes.

- 7:00pm Presentations

• Location

Participation is Easy

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- **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:
 - Public and Members other than NWCLA: \$10
 - 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.

SOUTHERN WORCESTER COUNTY

Southbridge: Networking and Speaker

MON
11/02

Our next event will tentatively be held Monday, November 2nd. Check MassLandlords.net/events for updates.

UPPER CAPE

Upper Cape Virtual Meeting: Networking and Training Event

MON
11/30

Our November Virtual meeting will be held Monday, November 30th. We are working with members to select a topic. Suggestions always welcome at hello@masslandlords.net. Check MassLandlords.net/events for updates.

MassLandlords Thanks Our Property Rights Supporters

Property Rights Supporters make monthly contributions earmarked for policy advocacy.

OWNERS COOPERATIVE

\$100 and Up. Rich Merlino. Gray Investment Properties/Allyson Gray Trust. Hilltop Group Holdings. Premier Choice Realty. Spring Park Properties. Skye High Properties, LLC. Eric Warren. Landrum Global, Inc. Stony Hill Real Estate Services. Haddad Real Estate.

OWNERS CLUB

\$50 to \$99. Harbor View Realty Trust. Arrow Properties, Inc. Foxworth Properties, LLC. Jim O'Brien. Michael Goodman. Slope Properties LLC. Michael Totman. Ted Poppitz. Shamrock Management. Rossanna Hennessey. Winton Corp. Witman Properties Inc. Hilltop Realty. Gaskin Enterprise. Monroe Management LLC. Ferry Hill Management. Arrowpoint Properties LLC. Park River Properties LLC. Urban Lights LLC. Mary Norcross. Winsser Realty Trust. PCPA LLC. Fred Ikels. Joseph Jones. Darlene Musto. 28TEC Realty LLC. Bob Smith. Jennifer Teall. A. A. Zamarro Realty, Inc. Union Realty.

WORKING TOGETHER CLUB

\$20.25 to \$49. Bob Finch. CHELSEACORPLLC. Dorel Realty LLC. GMC Property Management LLC. Jill Monahan. The Claremont Living LLC. Olson Apartments. E.R. General Improvement & Property Management. Liz O'Connor. Cheryl Popiak. 557 Union Avenue Realty Trust. South Shore Apartments, Wembley LLC. JCCarrig Real Property. Lucille Fink. Royce Fuller. Matthew Maddaleni. Chris Rodwill. StacyJonh Thomas. Lorenzo Whitter. Stuart Cerullo. Karen Jarosiewicz. Kristina Midura-Rodriguez. Vincent Monaco. Janice Sawyer. First Chair Entertainment. Dana Fogg. Yan Alperin. Arsenault Electric. Linda Caterino. Haverhill Multi-Family, LLC. Broggi R.E. & Property Mgmt Inc. Webber and Grinnell Insurance. MIS Properties LLC. Real Property Management Associates. Mark Rivers. Michael Donahue. Snaedis Valsdottir.

WORKING TOGETHER CIRCLE

Up to \$10. AAMD MGT. Alec Bewsee. Alex Narinsky. Broggi R.E. & Property Mgmt Inc. Catherine Jurczyk. CC&L Properties, LLC. Eastfield Family Trust. Geri Ledoux. Glenn Phillips.

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SPECIAL MENTION

Rental Property Management Services. Banita Burgess. John H. Fisher.

SPEAK AT ONE OF OUR EVENTS



LOG ONTO

<https://masslandlords.net/events/speak>

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- ✓ Well run
- ✓ Well attended

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