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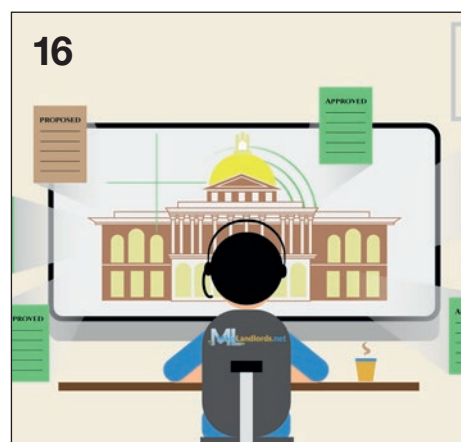
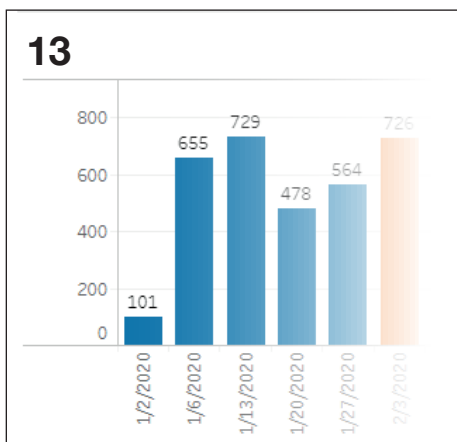
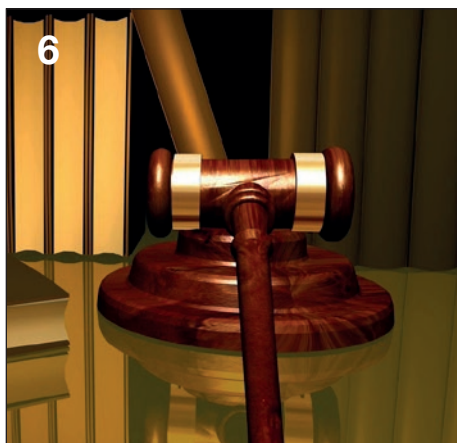
**WEEKLY HOUSING COURT
EVICTION DATA** Published
by MassLandlords

RENTING TO ROOMMATES:
Pros, Cons and
Other Considerations

**THE HORROR
OF CURBSIDE
EVICTIONS?**
Not in
Massachusetts

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ARTICLE YOU MAY HAVE MISSED

Should You Barter with Your Tenants for Rent Reductions?

Bartering for rent – that is, working out an arrangement in which a renter provides service on the property in exchange for a lower payment – is a frequent suggestion to both landlords and tenants. In theory, it seems like a great idea: You, as the landlord, save money on maintenance or repairs, for example, and your tenant saves some money on rent. However, this arrangement is one that has hidden pitfalls and challenges, and must be entered into carefully. [ML](#)

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



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info@masslandlords.net

774-314-1896

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Cover Photo by Michael Baccin (unsplash.com).

LETTER FROM THE EXECUTIVE DIRECTOR

New Legislative Session

IN DECEMBER, WE PUBLISHED THE FIRST OF MANY EVICTION FILING REPORTS, BATTLED COVID, OPENED AND REOPENED ELECTIONS, AND SET A COURSE TO EXPAND SERVICES TO SPANISH-FIRST MEMBERS.

Eviction data is being closely watched by the Trial Courts, renter nonprofits, and the administration. Although the Trial Courts are publishing data on evictions, the data published to date do not tell us everything landlords want to know. The first of MassLandlords' own weekly eviction filing reports were published in December and offer a level of detail and direction that court reports have not.

The MassLandlords team are all virtual at this point except to send and receive the mail. Despite this, our operations have been impacted by illness acquired elsewhere four times in the last month (and for those of you familiar with whatever I have going on, I'm not counting myself among the four). COVID is a serious disease. Hopeful though we may feel with a vaccine on the horizon, now is not the time for complacency, social closeness, or mask-free excursions. At no point before have we had such rapid spread of SARS-CoV-2 or as many daily deaths as we have in December. Be careful, social distance, and wear a mask. And make sure your renters and your maintenance teams do as well.

It looks at long last as if we can expand the Spanish-language Lawrence chapter. We expect to soon have the resources we need to offer the crash course in Spanish. MassLandlords will match external investment with our own in the Spanish language message board, translations of educational material, and expansion of member (and renter) service to Spanish speaking residents of MA. Much of the difficulty in Massachusetts landlord-tenant policy originates from an unequal availability of resources for those of us who don't speak English as a primary language. We can help with this.

Our annual elections for director opened and closed, and at time of writing had reopened. MassLandlords, Inc. is a democratically governed 501(c)6 trade association. We rely on member input to operate. This year, with election fatigue, COVID-fatigue, and policy fatigue, we fell short of quorum by a small number of participants. We asked our members to pour just a bit more into 2020 for this vote, which at time of writing was ongoing.

The next legislative session begins in January. There will be a flurry of bill filings, the overwhelming majority of which will go nowhere. Massachusetts government is sadly not a crowd-sourced platform; you need permission to make changes and most people don't have it. We will keep plugging away at it.

Thank you for your support in our mission to create better rental housing.

Stay safe,

Douglas Quattrochi

Executive Director,

MassLandlords, Inc.



THE HORROR OF CURBSIDE EVICTIONS? Not in Massachusetts

By Kimberly Rau, MassLandlords writer

Tenants may fear their belongings ending up on the sidewalk after an eviction, but Massachusetts is among many states where that is illegal

Any landlord in Massachusetts is probably somewhat familiar with its eviction laws. The state is clear about what's considered lawful when it comes to handling an evicted tenant's belongings: Even if they leave things behind, you may not simply put their possessions on the sidewalk (or throw them away, or donate them to a thrift store).

Known as the "move and store" law, Massachusetts requires landlords to transport and safely store a former tenant's belongings for up to six months.

With that in mind, this article, from [apartments.com](https://www.apartments.com), came as a surprise to MassLandlords staff. The article that took for granted that a landlord could, in fact, simply jettison their former tenants' belongings after an eviction.

"If the tenant does not vacate the property in a timely manner (before their time is up), then you'll need to contact your local authorities to escort the tenant from the property and remove all of their belongings from the property and onto the curb," states the article.

So we did a little digging. Is Massachusetts alone with its laws about tenant belongings? Is it commonly allowed for landlords to throw abandoned possessions onto the sidewalk?

The answer is no...but sometimes yes.

STATES WHERE IMMEDIATE DISPOSAL OF PROPERTY IS ALLOWED AFTER AN EVICTION

Five states allow some form of immediate disposal of tenant belongings after an eviction, though in these states, the laws may vary from county to county.

For instance, in Arkansas, a landlord is able to immediately dispose of any belongings that are left behind after a tenant moves out, with no waiting period.

In Georgia, if a landlord wins an eviction case against their tenant, any possessions left behind are considered abandoned and the landlord is not required to store them.

Maryland's laws appear to vary depending on where you live: Baltimore allows for immediate removal of belongings. The attorney general's site seems to back this up, stating that, "On the date of an eviction, the sheriff will come to the rental unit to order the tenant and everyone inside to leave. The landlord or the landlord's employees can then remove all property from the unit and put it on the public right-of-way while the sheriff supervises. Once the property is moved from the unit, it is the tenant's responsibility." However, other sites advise tenants to refer to their local rules and regulations for eviction matters.

In Texas, it gets a bit murky because the sheriff typically takes over the responsibility of removing possessions. The sheriff isn't allowed to block the sidewalk or leave items out in the rain, but otherwise, not much seems to be stipulated.

"Before the constable comes to remove you and your belongings, they must give at least 24 hours' notice and post the notice on your front door. Your property

can be placed outside of the unit. Your landlord is not required to store it," states an article on Texas Law Help.

In South Carolina, immediate disposal is allowed, as long as the eviction notice states it can be done. After 48 hours outside, the municipality reserves the right to remove it.

OTHER STATES: PROPERTY MUST BE HELD, BUT NO NOTICE IS NECESSARY

Some states require landlords to hold onto former tenants' property for a certain length of time, but don't require further notice. These times vary from three days (New Mexico) to 28 (North Dakota, if items are worth less than \$2,500).

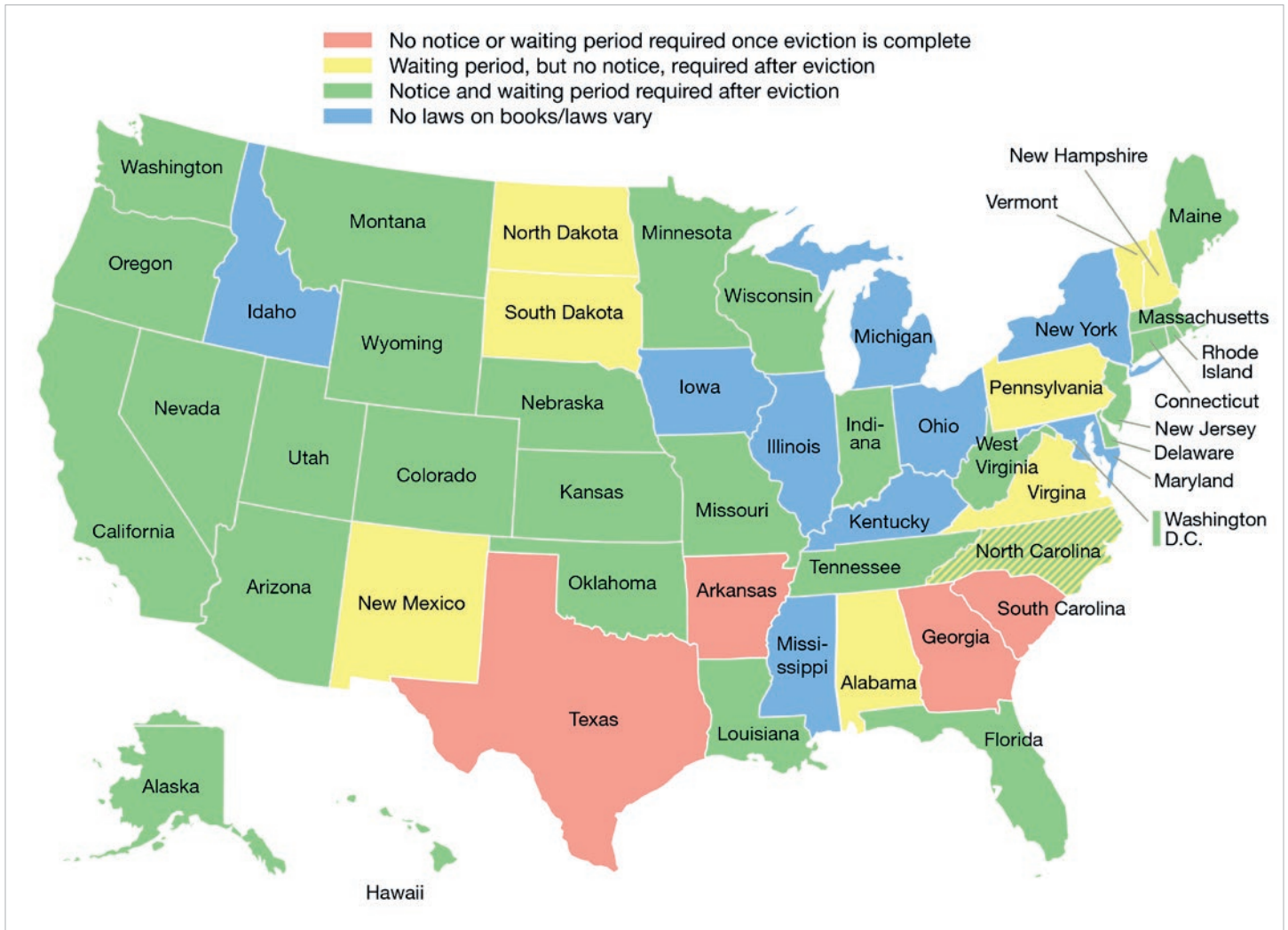
North Carolina does not appear to require that landlords give notice when the items left behind are worth less than \$500. If the abandoned items are worth more than that, landlords must give notice and wait 7 days.

Some states' laws unclear when it comes to abandoned belongings

Ten states have laws that are either unclear or vary by region within the state. For example:

New York seems to allow the landlord to remove abandoned property under the supervision of a marshal. The law, at least for New York City, states that the landlord may store belongings in a warehouse, but also says that under certain circumstances, the warehouse may sell the belongings if the storage fees are not paid. A length of time is not specified. Other cities and towns may have different laws.

Ohio's laws vary by court district.



Tenants concerned about losing their possessions after an eviction should know that most states, including Massachusetts, do not allow for “curbside evictions.”
Image credit: CC BY-SA 4.0 MassLandlords, Inc.

Illinois appears to defer to local regulations. For example, in Chicago, the waiting period is seven days.

In Idaho, the sheriff removes anything that isn’t trash and tries to contact the tenant.

MOST STATES: NOTICE AND STORAGE BOTH REQUIRED

Thirty states require a landlord to give some kind of notice to their tenant before disposing of or selling off abandoned property belonging to their former tenants. Some states, like Massachusetts, spell out exactly what is required.

Other states have laws that are a bit harder to parse. For instance, Rhode Island law says landlords must store abandoned property for a

“reasonable length” of time, but does not appear to define that time period.

To see all the states that require some form of notice and waiting period from the landlord, please refer to the map image in this article.

CONCLUSION: EVICTION HORROR STORIES LESS LIKELY IN MA

There are times when Massachusetts seems to have very strict rules for landlords. And it’s true that six months to store property is longer than anything we were able to find on the books in other states. However, contrary to popular belief, when it comes to dumping tenants’ possessions on the curb to be picked over by dumpster divers, the few states that allow that are in the definite minority.

Even in the states that have unclear rules, the majority seem to have local ordinances that prevent landlords from creating a free-for-all on the sidewalk with tenants’ possessions.

Point your camera app here to read more online.



IS RAFT COVID \$10K OPTIONAL for Landlords?

By Eric Weld, MassLandlords, Inc.

Though the RAFT COVID \$10,000 rental assistance limit is presented as optional, could landlords who turn it down be vulnerable to discrimination charges?

Landlords should beware of a potentially problematic legal gray area built into the language of the RAFT (Residential Assistance for Families in Transition) COVID \$10,000 option. Despite statements from the Baker-Polito administration and our best efforts at clarification, we are unable to verify that the expanded limit of RAFT COVID will be declared legally optional by a court.

The administration announced the RAFT COVID program in October as part of its \$171 million Eviction Diversion Initiative. The program allows renters whose income has been affected by COVID-19 and the economic response to receive up to \$10,000 in public assistance to cover rent payments, past, present and/or future. The RAFT COVID program is an enhancement to the regular 15-year-old RAFT program, which provides up to \$4,000 for eligible households to pay for rent, mortgage, utilities or moving expenses. Both the RAFT and RAFT COVID programs are using a new application launched on October 19 (the first day of business after the state's eviction moratorium expiration), which features:

- Consolidated consent language;
- The requirement of only one set of signatures;
- Reduced documentation requirements for household identification – new income verification processes will allow



Proceed with caution: opting out of RAFT COVID funding could render landlords vulnerable to discrimination litigation. Image: CC BY-SA Pixabay

for automatic data matching with DTA, MassHealth, or DOR (UIOnline and WageMatch).

As part of the RAFT COVID application – and in order to receive RAFT funding in excess of the traditional \$4,000, up to \$10,000 – a landlord must agree not to evict, for nonpayment, a tenant who has received program funding for six months, or, in the case of a family with school-aged children, through June 2021, whichever date is later. Landlords of tenants who receive RAFT COVID funds do not lose the right to evict due to lease violations, or in the event that agreements including use of RAFT funds are not complied with.

Also, in order to qualify for RAFT COVID funds, tenants' household income must be at or below 50% of Area Median Income.

RENTAL LOSSES BEYOND \$10,000

The RAFT COVID program is presented as an option to landlords, who may, according to its language, decide whether or not to accept the funding in

excess of \$4,000. If the landlord accepts, they forfeit the right to evict for six months or until June 2021.

There are many cases in Massachusetts in which landlords are owed rent of well over \$10,000, such that RAFT alone would not cure arrearages or cover foreseeable future shortfall. Imagine, for example, a Boston tenant who stopped paying rent in March. Average rent for a one-bedroom apartment in Boston is approximately \$1,927 (taken from a combination of averages calculated by listing rental agencies [Zumper](#) and [apartmentlist.com](#)). Even if that tenant began paying full rent again in September, they would have tallied \$11,562 in rent arrearages. If they have no future income, a landlord would have expectation of additional losses.

In actuality, renters have racked up back rent owed of well over \$20,000. (MassLandlords data, compiled through a rent survey as part of the Individual Claims Council initiative, shows that average arrears are \$4,169 among 59



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respondents, representing 765 rental units. Maximum arrears are \$44,615.)

In these cases, a landlord accepting the terms of the increased RAFT COVID limit would be extending a tenancy deep in arrears while forfeiting the ability to recoup any losses for at least six more months.

Therefore, landlords in these situations might opt not to accept the RAFT COVID extension beyond \$4,000 for their tenants, in order to retain the right to evict and find new tenants.

MOVING AHEAD WITH EVICTION SEEMS THE OBVIOUS CHOICE

The RAFT COVID program is very new and RAFT administrators are flooded with applications as households struggle with job and income losses. As a result, response times are delayed, rental assistance payments can take months, and it may be a difficult time to obtain information from administrators.

Sue McMahon, a property manager for Winton Corp, a large rental complex in West Springfield, has been waiting

months – since summer in one case – for word on RAFT applications for three of her tenants.

“I have one tenant who applied [to RAFT] and didn’t receive a call back at all,” she said. “The wait time in some cases has been months.”

Other landlords, especially mom and pops who rely on rental income for their livelihood, are simply not in the position of Winton Corp to wait several months to find out if assistance from RAFT will cover back rent owed. In those cases, landlords may seek to evict before the RAFT process has begun.

BUT IS IT LEGAL TO OPT OUT OF RAFT COVID?

Mass. General Law 151B, the state’s discrimination law, bars discriminating against anyone receiving public assistance, including rental assistance. G.L. c. 151B s. 4 states that it is an unlawful practice:

“For any person furnishing credit, services or rental accommodations to discriminate against any individual

who is a recipient of federal, state, or local public assistance, including medical assistance, or who is a tenant receiving federal, state, or local housing subsidies, including rental assistance or rental supplements, because the individual is such a recipient, or because of any requirement of such public assistance, rental assistance, or housing subsidy program.”

This language leaves open the possibility that it may be interpreted as discriminatory to evict a renter who has received public rental assistance. The consequences for noncompliance are potentially severe, up to \$50,000.

Say a tenant has applied for RAFT, but the landlord, unable to wait, starts eviction before receiving RAFT response. Then, during the case, RAFT responds, offering an amount of rental assistance funds, eventually, that will cure nonpayment. If the landlord decides to go ahead with eviction, are they on shaky legal ground? Does it matter whether RAFT COVID would cure or not?

LACKING LEGAL DEFINITION

MassLandlords has sought clarification on the likelihood of litigation of the RAFT COVID provision's optionality, in correspondence with the Department of Housing and Community Development (DHCD), Massachusetts Commission Against Discrimination (MCAD), and the state Attorney General's office.

We pointed out that RAFT has expanded to a point where it has become a primary safety net, and with that status it receives a high level of scrutiny similar to that of Section 8, the state's Housing Choice Voucher Program, administered by DHCD's Division of Rental Assistance. Renter advocates, who (like all attorneys) must zealously defend their clients, would likely raise the discrimination issue. Therefore, stronger definition is needed around the \$10,000 optionality, either to protect landlords from harmful litigation based on discrimination charges, or to protect renters from a weakening of our important discrimination protections.

Consider Section 8. If an asking rent price for a particular unit is above fair market rent or payment standard, discrimination law does not require a landlord to take less than the full rent to accommodate Section 8 recipients. Why would a landlord be required to accept less than full rent for a tenant who receives RAFT? This would seem to suggest that RAFT can be refused when it does not fully cover arrears.

On the other hand, in certain conditions, Section 8 might cause the landlord to lose money. Section 8 requires an inspection, to certify a rental unit's health and safety

suitability. Suppose an inspection finds that a handrail is needed on a staircase. The administering agency could require a handrail to be installed, even though this would cause the landlord to lose money on the Section 8 rental compared to a market rental, which would not necessarily trigger enforcement of that part of the code (ignoring, for the sake of argument, that the handrail should be provided regardless of an inspection). This would seem to suggest that RAFT cannot be refused even when it would not fully cover arrears.

The RAFT COVID program's stated optionality may leave landlords who opt out exposed to litigation. However, if COVID RAFT is mandatory and must be accepted for eligible renters, it presents a serious financial hardship for some owners who are not in position to forgive arrears or forswear termination.

No definition of the legality of opting out of RAFT COVID assistance emerged from these correspondences.

It's possible that this legally linguistic contradiction may not be addressed until litigation is brought forth. In that case, a landlord who has exercised the option to turn down RAFT COVID funding for a tenant, who then began or continued an eviction process for that tenant, may be vulnerable to a discrimination claim. The same might apply to a landlord who initiated or continued eviction while a RAFT application is pending. Our assessment is that claims are less likely where RAFT would not fully cover arrears and future shortfall, but more likely where RAFT would.

PROCEED WITH ATTORNEY GUIDANCE

Proceed with caution if you are a landlord considering declining RAFT COVID funding, especially in cases in which the funds would fully cover rent arrears, could cure nonpayment, and/or stabilize the tenancy. It is highly recommended that you take that step only with the guidance of legal counsel.

In case you cannot afford counsel, a provision of the governor's Eviction Diversion Initiative set aside funds to help provide legal counsel to people who could not afford representation (a sizable percentage of mom-and-pop landlords). Contact the Volunteer Lawyers Project for more information. Also, the MassLandlords Helpline is a valuable resource for business advice and legal information.

The RAFT COVID program appears to be presented as an option for landlords to accept or decline. But considering the language in discrimination law 151B, there's too much risk and vulnerability for discrimination liability to take that step hastily.

Point your camera app here to read more online.



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RENTING TO ROOMMATES: Pros, Cons and Other Considerations

By Eric Weld, MassLandlords, Inc.

Knowing how to handle renting to roommates might avoid hassle, legal trouble, and expense later on.

Renting to roommates can mean many different things, depending on your specific scenario. It can be a win-win situation if your tenant needs help with rent, there's ample space, and you, as landlord, are involved throughout the process.

But renting to roommates can also become a headache, legally and logistically, if you are not notified and if correct process is not followed.

With the expiration of eviction moratoriums and the current economic slump, cases of renters doubling up, moving in friends and/or family, taking on subletters to help with rent, or extended guest visits verging into occupancy could all soon be on the rise.

RENTING TO ROOMMATES SCENARIOS

At its simplest, a roommate is a new tenant who moves into your occupied rental and shares it with your current tenant. But within that definition lie many details that can complicate the situation.

There are nearly as many roommate scenarios as there are renters – far too many individual cases to address.

Housing providers will quickly run into lines in the sand when it comes to protected classes. Although we are usually well within our rights to know and control the long-term occupants of a rented space, our hands may be tied when the nature of a new arrival directly follows from their protected class status.

For instance, in the case of a single mother winning custody, we could not

deny the new minor occupant as unauthorized (unless there were a clear non-discriminatory reason, such as exceeding legal occupancy). The most we could ask for is the name and age of the minor for our records and de-leading compliance.

Every renting-to-roommate situation has its own set of specifics, and should be approached depending on those specific parameters without trespassing into discriminatory inquiries. In many situations – such as when you have a good tenant that you want to keep – you might wish to accommodate or facilitate a new roommate renter.

RENTING TO ROOMMATES LEGALLY

Foremost, if you are open to renting to a roommate or roommates, the new tenants must fill out an application and complete a successful screening process if they are over age 18.

You also need to decide if you will rent to your multiple tenants in a single unit on a joint and several basis, or separately by the room.

Renting jointly and severally means you will use a single rental agreement for all the renters in the unit to sign. This means they are all liable jointly for rent payment and responsibility for the entire rental. If one roommate damages the unit or fails to pay rent on time, the other roommates share the responsibility.

If you opt to rent by the room, you would use separate lease agreements, and each roommate is responsible for both their bedroom and common spaces. One note of caution: If you rent rooms separately, with locks on bedroom doors, you'll likely need licensing as a rooming house. (Penalties for running a rooming house without licensure may differ according to municipal ordinances.)

PROS AND CONS OF ADDING ROOMMATES

If the conditions are right, you may want to add roommates or co-tenants. If, for example, you have a solid tenant whom you want to retain, and the rental unit has ample room, adding a roommate may have advantages.

For one, if adding a roommate is your current tenant's request, you will further strengthen your relationship with that tenant by accommodating the addition. It may also add stability to the rental with two rent payers instead of one, particularly if your original tenant is suffering financial hardship or otherwise struggling to pay the rent alone.

Renting to roommates might also allow you to increase the rent. In most cases, a rent increase makes sense when adding a co-tenant, because there will be increased wear and tear on the property.

On the other hand, adding roommates can have downside. The stability of the rental unit is somewhat dependent on the roommates' good relationship. Especially in the case of romantic partners moving in, if the relationship wanes or breaks up, it can cause sudden turmoil that could affect the tenancy.

Also, if you take on roommate renters one at a time, the roommates' move-in schedules might not align, and you could end up in an endless cycle of adding new roommates with more paperwork and rounds of screening.

Don't forget: Renting rooms separately likely requires rooming house licensure, an annual expense dependent on the number of rooms rented and set by the municipality. And rooming houses in Boston and other cities are required to be available for inspection – twice a year in some cases – by municipal health or licensing agents.

If you do add a roommate, always terminate the existing tenancy and rental agreement, and begin anew with a fresh rental agreement.

KEEPING AN EYE ON ROOMMATES IN YOUR RENTALS

It's not uncommon for tenants to invite friends, family members, or a partner to move in as a roommate to the rental unit. Ideally, these move-ins are conducted properly, with the landlord involved and informed.

But too often, landlords are not informed of occupants who have moved into their rentals. And during eviction moratoriums, legal recourse has been limited or difficult, even in cases of rental agreement violations.

As a housing provider, you should be aware of who is living or spending time on your property to the extent possible. Maintaining dialogue with all your renters can be an effective way of keeping apprised of what's taking place on your property. Periodic inspections are another way to monitor roommate situations.

"Always know who is in the place," advises Jo Landers, a housing provider with several rentals in Holyoke, who has dealt with her share of roommate scenarios over several years. "You need to be around, and monitor your properties."

Another common suggestion is to install security cameras around the exterior of your rental properties and monitor the activity from afar. Security systems come with expenses and are not always affordable, though the costs of cameras paired with online monitoring apps now make them a reasonable option for many. Also, the proliferation of security companies and systems have brought prices down considerably.

HOW TO DEAL WITH UNAUTHORIZED ROOMMATES

If you find yourself providing housing to roommates you weren't informed about, you should first approach your leased tenant to gather all the details about the new tenant. Based on the specifics, you may decide you either want to retain the new tenant, or be rid of them.

Aspects to consider in that decision include the history of your leased tenant (i.e., good tenant or bad tenant?), if you want to retain their tenancy, the suitability of the rental to accommodate another tenant, and your own willingness or not to accept a new co-tenant.

If you are open to a co-tenant, they must fill out an application and complete a successful screening process if they are over age 18, as any other tenant would.

If you are not willing to consider a new tenant, or do not want to

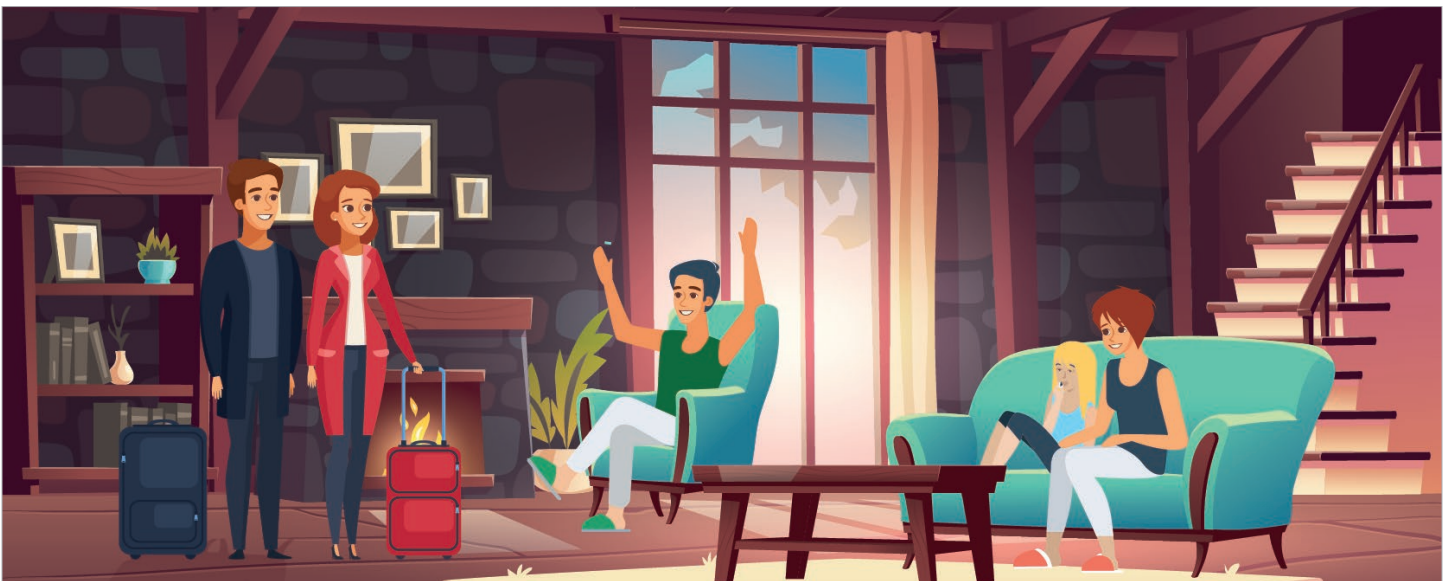
retain your leased tenant, you can serve a Notice to Quit, begin eviction, offer cash for keys, consider another alternative to eviction, or otherwise legally attempt to have the tenant move out.

HOW TO DEAL WITH ROOMMATES WHO WANT TO LEAVE

Renting to roommates can get complicated. Landers describes an extreme situation in which one of her renters first brought their underage daughter to live in the rental without permission, then decided to leave, and in replacement, move in their ex, the daughter's co-parent, who had a history of evictions and inefficient income to pay the rent. To make the rent payment, the ex asked a new partner to move in, too, along with that person's two kids. All without changing rental agreements.

Suffice to say, like all people, your renters' lives can change suddenly, and sometimes they might want to leave amid lease terms or in the middle of the month. In many cases, knowing that they are breaking a contract, they might offer their own replacement tenant or a subletter.

Because of the potential complications, it's vital that every time a new person moves in to your rental property, you either modify the rental agreement to allow for the new tenant, or draw up



Renting to new roommates can be a win-win for landlords in the right circumstances. Knowing how to handle renting to roommates can help avoid hassle and legal trouble later. Image: cc by-sa 4 MassLandlords.

a whole new agreement and have the new tenants sign.

Perhaps as a last resort – when negotiations failed, or a new tenant is disruptive, or you don't wish to keep your original tenant or their new roommate – an eviction might be the only option.

GUEST OR ROOMMATE? DEFINE IT IN THE RENTAL AGREEMENT

There can be a fine legal line between guest/visitor and roommate, and the definitions are constantly being muddled and pushed to their limits by individual circumstances. At what point does a guest become a tenant?

At one level, the line is defined by language in the rental agreement. In Massachusetts, landlords have the right to restrict guests in their rentals and to decree who is allowed to live there, via the rental contract or lease. By far, the most effective way to handle unwanted roommates is to anticipate the possibilities and specify what is and is not allowed in the rental agreement or lease.

"It really helps to have strong language in your lease," notes Landers. "I've rewritten my leases a few times to put a limit on guests. You have to include 'guest' language – a time limit for guests – in your lease."

A typical Massachusetts rental agreement includes language that defines guest parameters. The MassLandlords fixed-term lease, for example, includes sections for residents and occupants, stating, "the following persons are to be considered members of the Resident's household and *are the only persons* authorized by this Agreement to occupy the premises..." (emphasis added). The lease includes another section under "Guests: Visitors or guests staying more than 14 days in a calendar year are considered unauthorized occupants. Anyone not included on this lease...must submit a rental application for approval to reside in the unit prior to residing in the unit."

These lease clauses will simplify any necessary legal actions if a tenant breaches the contract by moving in roommates without landlord notification. However, it doesn't guarantee that you'll prevail in court.

Defining levels of occupancy in the lease or rental agreement is only the

first step. When that lease provision has been violated – for example by having a guest stay in the rental so frequently that they become a co-tenant – you will need documentation and evidence to prove your case in order to win in court.

WHAT IF I DIDN'T SPELL IT OUT IN THE LEASE?

Even if your lease or rental agreement does not adequately spell out visitation and guest terms, you still have some recourse. You might just need a little more patience in this case.

If you have a tenancy at will situation with a month-to-month rental agreement, and your tenant is hosting a guest or guests beyond a reasonable frequency (say, more than half the days of the month), you can notify your tenant that you will be exercising your right to end the agreement after 30 days, the minimum period required by law for lease nonrenewal. Or, if you prefer to retain the tenant, you could use your right of nonrenewal to negotiate new guest and visitor terms in a modified month-to-month lease. You could even terminate their tenancy and offer to create a new tenancy at a higher rent if you want to consider allowing your tenant to have guests more than half the time.

If you have a long-term lease, such as one year, you may have to wait until the lease term ends to renegotiate new terms and define visitation and guest parameters.

IF YOU MUST EVICT

An eviction process is rarely the ideal way to handle roommate move-ins. If at all possible, work with your tenant to either: 1) define a visitor as a guest and reiterate the visitation terms in the rental agreement, including a possible rent adjustment for a frequent guest; or 2) screen the new unleased tenant and have them sign a rental agreement, if you consent to a co-tenant.

If an eviction process based on an overstaying guest or unwanted roommate is the only option, be certain to compile proof of the rental agreement breach you are arguing. That might include time-stamped camera footage. It might also include eyewitness accounts from other tenants in the complex. If that is the case, you will likely need to have them testify

in person. Your account of their accounts will not be permissible as evidence; even a written, notarized account may not hold up in court.

It can be difficult to win eviction judgments involving unwanted roommates or overstaying guests. If you end up before a judge with scant evidence, documentation, or testifying witnesses to prove that a guest is overstaying, it becomes your word against your tenant's, with the burden of proof on you. If the tenant and their witnesses (their guest, and perhaps others) testify that the guest only stays occasionally, a judge might rule in their favor based on the preponderance of evidence.

RENTING TO ROOMMATES – CONCLUSION

Renting to roommates is a situation most landlords face at some point. Tenants have other people in their lives, and their circumstances often change, potentially setting up new roommate scenarios.

Some landlords recommend always using month-to-month rental agreements as a way to retain flexibility in case a new roommate situation becomes untenable, or a tenant violates the contract. There is tradeoff, of course, in doing so, such as sacrificing the rental and income security that comes with a long-term lease. It's a landlord's individual call.

Whether you use month-to-month or long-term contracts, try to be as specific as possible in the rental agreement about roommates, visitors, and guests. If lease violations are apparent, attempt to forge an agreement with an otherwise strong tenant before starting legal action.

Finally, if you are dealing with a roommate situation and have questions regarding status and legality, consult an attorney before taking action. The specifics of the situation will likely determine the optimal legal course.

Point your camera app here to read more online.



WEEKLY HOUSING COURT EVICTION DATA

Published by MassLandlords

By Eric Weld, MassLandlords, Inc.

Each week, we will publish eviction data from state housing courts, with district, county and town breakdowns, and other valuable data.

Predictions of an “eviction tsunami” in Massachusetts following the expiration of the state eviction moratorium in October have flooded media reports since early June. But data recently published by MassLandlords and the Massachusetts Trial Court show eviction case filings for the eight weeks ending December 12,

2020, were significantly lower than or no different from the pre-pandemic housing crisis baseline.

MassLandlords has begun publishing weekly reports of data compiled from housing court statistics, starting with the week ending October 24, the first week of court business after the state eviction moratorium expired. The state moratorium officially ended on October 17, but effectively ended Monday, October 19, at 9 a.m., with the opening of courts.

The MassLandlords reports go beyond what is published by the Trial Courts themselves. We offer breakdowns according to court districts, counties and

municipalities, insight on representation, and attribution by cause.

EVICTION TSUNAMI? NOT ACCORDING TO EARLY DATA

Several notable findings have emerged from data in early reports.

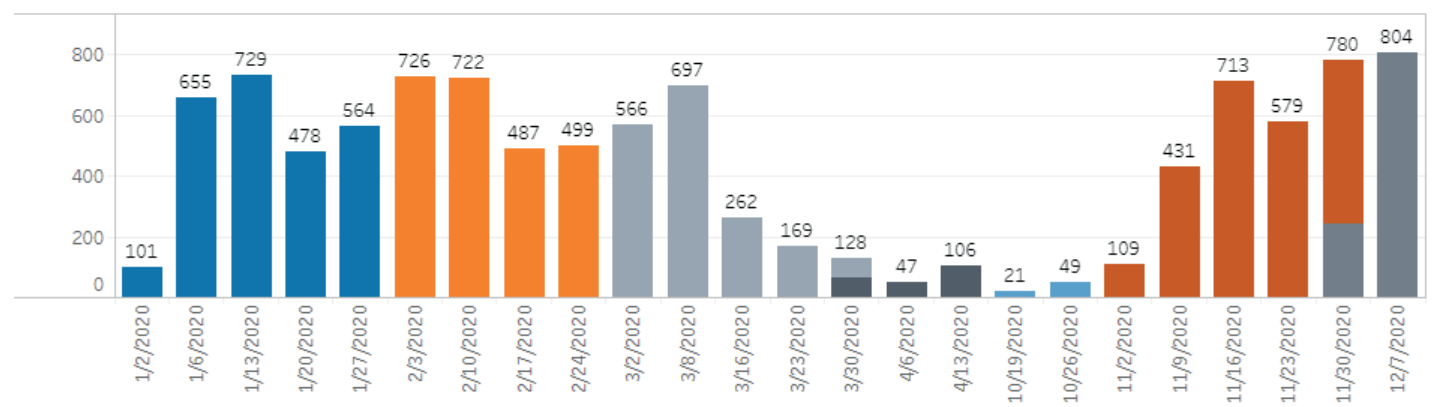
One general but important – and cautiously positive – finding is that the overall number of early eviction filings has fallen short of the “tsunami” widely predicted. For example, the total number of evictions filed in housing courts in the first three weeks shows a weekly average well below that of eviction cases filed before the pandemic. This conclusion

All Residential Eviction Cases, Non-Payment of Rent

View New Cases Filed, Plaintiffs, and Defendants

New Cases Filed	Plaintiffs	% Pro Se Plaintiffs	Defendants	% Pro Se Defendants
10,422	11,297	33.5%	14,705	97.6%

New Cases Filed by Week of Case Filing



Data from the Trial Court show no tsunami of evictions when the state moratorium lifted (eight bars from the right).

is drawn by comparing our recently published data against a control analysis of data from April 2019, a full year before the State of Emergency, pandemic lockdowns and housing court closures.

Eviction filings in the week after the lifting of the state eviction moratorium, ending October 24 (49), plus the total for the following week, ending October 31 (95), totaled 144, an average of 72 housing court filings per week. Comparatively, eviction filings in the entire month of April 2019 totaled 2,298, a weekly average of about 534 per week.

It should be noted that notice period delays would result in the first few weeks being lower than expected. But even since notices have expired, filings have been no higher than before the pandemic. A federal eviction moratorium, instituted by the Centers for Disease Control and Prevention (CDC), has remained in place through December 31, 2020. The federal moratorium restricts some eviction cases from proceeding for renters who have been affected by the coronavirus pandemic and economic slump. It's possible the CDC moratorium could be dampening, or delaying, the number of evictions filed. January reports may help clarify that possibility.

TWO MORE NOTABLE FINDINGS

Two other important findings have emerged from data in early reports:

1.) After the state eviction moratorium expired, initial eviction filings did not impact classically urban areas the hardest, as might have been expected. Rather, statistically significant numbers of evictions were filed in rural and vacation areas, such as Cape Cod, the Islands, and small towns.

Considering the relatively sparse populations of some of these communities, eviction filings are out of proportion to the renter populations in those areas when contrasted with eviction filings in urban areas.

The MassLandlords reports present the statistics as a proportion of the municipality's population, as published in the 2010 U.S. Census. In order to present an equitable contrast in percentages among Massachusetts communities, the reports measure eviction filings as a rate per 100,000 residents. In Topsfield, for example, a town in Essex County of some 6,000 residents, one eviction filing equals a rate of 16 per 100,000. In South Boston, a neighborhood of more than 33,000 residents, one eviction measures as 2 per 100,000, a much lower percentage.

2.) The leading reason for eviction filings in the first week after the moratorium expired was not nonpayment, as might have been predicted amid the economic slump caused by the coronavirus pandemic. Rather, lease violations were the leading cause of eviction filings in the first week.

Let's look closer at these findings.

1.) TOP OF THE LIST: CAPE COD, MARTHA'S VINEYARD

Several relatively small communities top the list of eviction filings in the first two weeks' reports, on a proportional basis. Vineyard Haven, a village on Martha's Vineyard, and Osterville and East Falmouth, both in Barnstable County on the Cape, each had one eviction filed in the first week after the moratorium was lifted.

While the single eviction in each community may seem insignificant at first, each stands out in proportion to the towns' populations. Vineyard Haven's one eviction filing represents 52 per 100,000; Osterville, 28 per 100,000; and East Falmouth, 17 per 100,000.

The second week's report ranks the rural towns of Baldwinville (Worcester County, population: 2,028), Sherborn (Middlesex County, population: 4,119), and the Cape Cod communities of Provincetown (population: 2,994) and Eastham (population: 4,956) atop the list of eviction filings per 100,000 residents.

Larger, urban areas, like Worcester, Pittsfield, Chicopee and Springfield, are represented lower on the proportional list. (Municipalities with no eviction filings are not shown on the reports.)

A ranking of county statistics places Dukes County, which contains Martha's Vineyard and 10 other islands, atop the list of eviction filings proportionally, in the first week, followed by Plymouth, Berkshire, Essex and Barnstable counties. These are not as heavily urbanized as Suffolk, Middlesex, Worcester, and Hampden, which do not top the list. The second week ranks Barnstable County first with seven eviction filings, representing 36 per 100,000 residents; followed by Plymouth, Worcester and Berkshire counties. With the exception of Worcester, the cases brought soonest after the state moratorium lifted were suburban and vacation region cases.

2) LEADING REASON FOR EVICTIONS: LEASE VIOLATIONS

Considering much of media reporting throughout 2020, warning of an oncoming eviction tsunami, it might be assumed that eviction filings would be mostly due to rent nonpayment. But in the first week following expiration of the state eviction moratorium, rent nonpayment (18 cases, 36.7 percent) is only the second-leading reason for initiating summary process case filings. Non-payment filings are surpassed by for-cause, or lease violations (21 cases, 42.9 percent).

Data from the second week's report, ending October 31, shows nonpayment (34 cases, 35.8 percent) regaining the lead spot on the list of eviction reasons. Lease violations (30 cases, 31.6 percent) are second on the list. (Other reasons for eviction filings are no-fault, foreclosure, and "other.")

Although nonpayment has since returned as the primary cause of evictions, same as in the April 2019 baseline, initially the most urgent cases

blocked by the state moratorium may have been behavioral and/or other lease violations.

ATTORNEY REPRESENTATION IN HOUSING COURT

Also included on the weekly MassLandlords data reports are percentages of attorney representation among plaintiffs (landlords) and defendants (tenants) in eviction cases that come before the court.

As would be expected, the data shows that attorney representation is disproportionately higher among plaintiffs in eviction court cases. What our reports show (which Trial Court reports do not) is that most filings are driven by corporations. This largely explains the discrepancy in representation: for corporations, attorney representation is legally mandated. When considering unincorporated housing providers,

consistently more than half choose not to hire an attorney.

Among defendants in eviction cases, for whom legal representation is optional, about 10 percent procure attorney representation, while about 90 percent appear before the court pro se (self-defending).

WEEKLY DATA SOURCE

The MassLandlords eviction filing reports will be published weekly, always in the week following the data period represented.

We will also produce eviction outcomes reports that present statistics for cases that resolve through mediation, those that may end in forced move-outs, and other court outcomes.

We hope these reports will serve as valuable and timely resources in support of accurate reporting of trends in the state's housing crisis, both as a result of

the pandemic and ongoing. View the data for yourself:

[Week 1 report](#) (ending October 24);

[Week 2 report](#) (ending October 31).

[Week 3 report](#) (ending November 7).

Point your camera app here to read more online.



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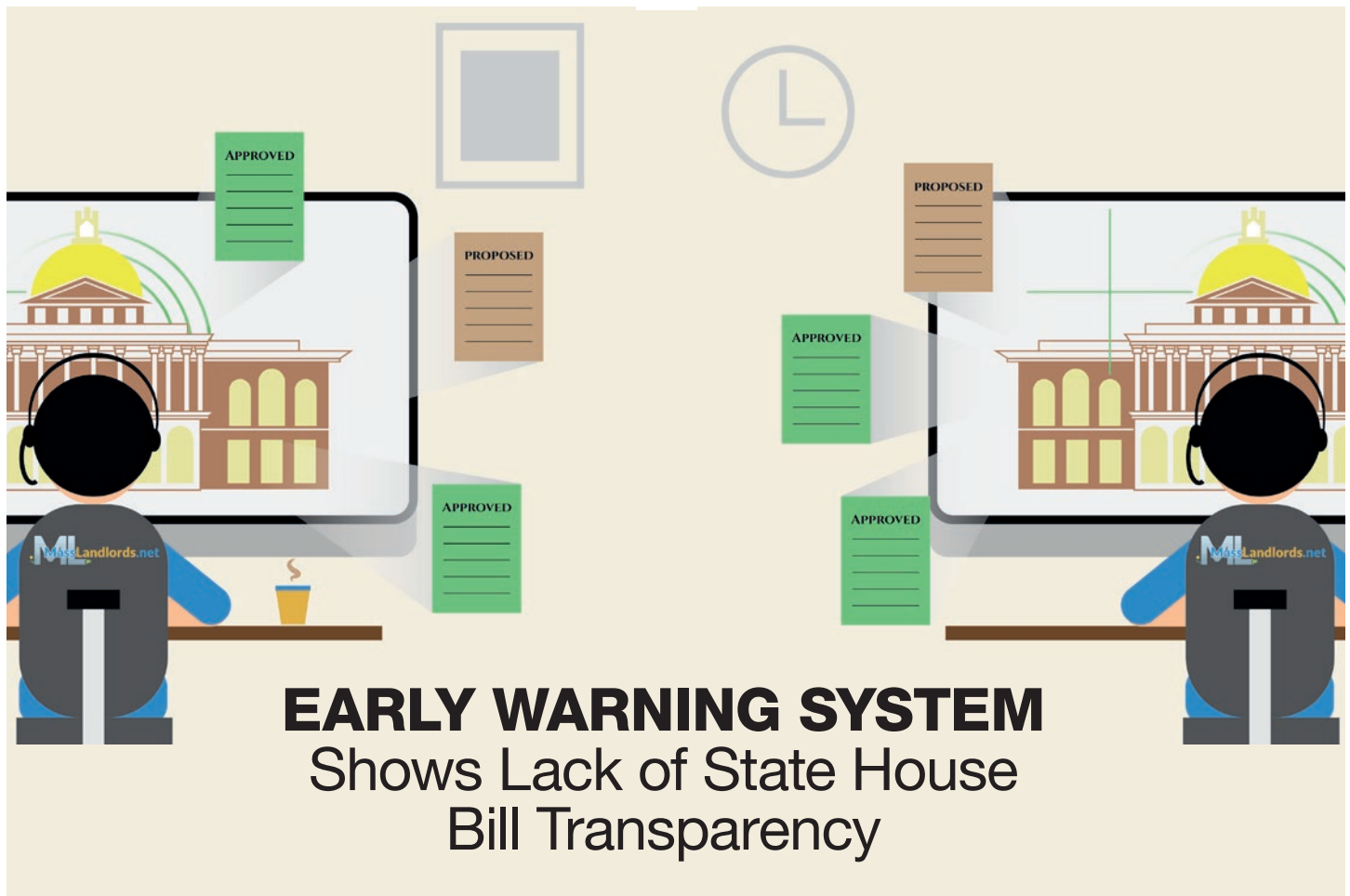


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EARLY WARNING SYSTEM Shows Lack of State House Bill Transparency

MassLandlords review of public notices issued by the legislature in 2020 for housing matters were backdated on average 1.7 business days.

MassLandlords staff have completed a review of the Early Warning System (EWS) as applied to housing-related bills posted to MAlegislature.gov. Since EWS went live September 29, 2019, we have received notice of 76 updates to housing bills. Excluding outliers, the average backdate was 1.7 business days, meaning material is published with a stated publication date earlier than its actual publication date by almost two business days on average. Considering only notices of public hearing, more than half (59%) do not comply with the spirit of the open meeting law, which is two business days' notice to the public.

HOW EWS WORKS

The Early Warning System regularly monitors websites for changes including MAlegislature.gov. When a change is detected on a page of significance, the system notifies MassLandlords staff and volunteers. By calculating the time elapsed between the EWS notice and the date officially listed on the bill page, and subtracting the interval frequency at which EWS checks, we can determine whether the legislature has been issuing timely notice of hearings.

For example, a bill history may indicate that on July 7 a hearing was scheduled for July 10. This would appear to be three days' notice. However, if EWS is monitoring that page daily, and does not detect the change until July 9, then the earliest that page could have been updated was July 8. The July 7 "official date" has been backdated by one day.

WHAT EWS SHOWS

The EWS study revealed one good thing: the largest hearing of the last year was announced 26 business days in advance. But EWS also reveals problems.

One problem may be understandable. A public hearing scheduled for January 14, 2020 was scheduled to take place in a basement auditorium. Sewer odor there forced a last-minute relocation upstairs. Eight notices of hearing were updated with 25-business day backdates, making it appear that the upstairs hearing rooms were the intended location from the beginning. It seems likely that technology limitations combined with the desire to notify the public as quickly as possible resulted in a state house staffer choosing to update the old notices with the new hearing location. But it would have been better to issue new notices into the bill history, rather than rewrite history.



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Of note remains 191-H1316 “An Act relative to the stabilization of rents in towns and cities facing distress in the housing market” (rent control). This bill was scheduled to be heard on January 14, but unlike others whose notices were updated for the sewer problem, this one was initially missed. The record was altered after-the fact on January 16, notice of which reached EWS on January 17, with the official notice date backdated to December 10, 2019, 28 business days earlier.

Excluding all of those 20+ day backdates as “outliers” justified by extraordinary plumbing problems, we still found 26 of the remaining 67 notices (39%) appeared backdated by at least one business day beyond EWS latency. In other words, the dates in the MALegislature.gov “Bill History” are inaccurately early at least a third of the time.

Three hearings were announced on or after hearing day (November 12, 2019; July 10, 2020; September 3, 2020).

A benign explanation for some of the backdating could be server delays caused by a nightly publication cycle. This would not be state-of-the-art. MassLandlords.net site content, for comparison, can be published real-time without waiting for a nightly update.

A nightly server update would still not explain all backdated or late notices. For instance, notice of hearing for 191-H4190 “An Act Relative to Affordable Rental Housing” was dated November 12, 2019 for a hearing to be held that same day. This indicates no effort to meet the intent of open meeting law and no effort to hide that fact public participation was neither required nor expected.

MassLandlords staff will continue to monitor EWS output and legislative backdating. We will raise the issue through

appropriate channels should it continue. The legislature is not formally subject to the open meeting law; alternative channels exist.

Members can help us screen bill text at MassLandlords.net/ews. Members and the public can fund this oversight work by contributing at MassLandlords.net/property.

Point your camera app here to read more online.



MEMBERSHIP BENEFITS



RENTAL FORMS

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



LEGAL STANDING

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



NEWSLETTERS

In-depth news, tips and tricks emailed monthly.



HOME DEPOT SAVINGS

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



SERVICE PROVIDER DIRECTORY

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



VIDEOS, ANALYSIS, & SPREADSHEETS

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



MESSAGE BOARDS

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



HOME BASE

Preferred pricing and name tag at dinner meetings.



EVENTS

Monthly networking and education at events state-wide.



COLLECT CHECKS ONLINE

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



CREDIT SCREENING COUPONS

Save on SmartScreen credit reports.



ENTITY FORMATION SAVINGS

Create LLC's or Inc's for a low, members-only fixed price via New Leaf Legal.

REGIONAL



2021 JANUARY

Upcoming events
See details under each region

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



2021 FEBRUARY

Upcoming events
See details under each region

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

STATEWIDE

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

SAT
01/16SAT
01/23

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



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

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

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

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



Instructor Douglas Quattrochi



Instructor Attorney Adam Sherwin

Featured Testimonial



"I simply wanted to reach out and express just how happy I am to have attended the landlording crash course.

The presentation and delivery of the information was flawless and I certainly have walked away with a greater understanding of the intricacies that govern being an above average landlord/manager." – **Michael Murray**

**SATURDAY, JANUARY 16TH,
2020 AND SATURDAY,
JANUARY 23RD, 2020**

VIRTUAL COURSE AGENDA

SATURDAY, JANUARY 16TH, 2020

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

9:05am – Property selection

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

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

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

10:05am – Break

10:15am – Applications and screening

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

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

- Lease vs Tenancy at Will
- iCORI
- Eviction notices

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

SATURDAY, JANUARY 23RD, 2020

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

8:45am – If needed, finish Rental Forms

- Lease vs Tenancy at Will
- iCORI
- Eviction notices

9:15am – Legal Matters start

- Late fees
- Security deposits

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

10:05am – Break

10:15am – Legal Matters finish

11:00am – Maintenance, hiring, and operations

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

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

12:00pm – Review of unanswered questions

12:15pm – End Day Two and End Course

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

PARTICIPATION IS EASY

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

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

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

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

VIRTUAL MEETING DETAILS (HOSTED BY ZOOM)

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

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

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

Topic: Crash Course Virtual Meeting Jan 16 and 23

Time: Jan 16, 2021 08:30 AM Eastern Time (US and Canada)
Every week on Sat, 2 occurrence(s)

Jan 16, 2021 08:30 AM

Jan 23, 2021 08:30 AM

Join Zoom Meeting

<https://us02web.zoom.us/j/87631283229>

Meeting ID: 876 3128 3229

Passcode: Will be emailed and viewable [online](#)

Dial by your location

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+1 646 876 9923 US (New York)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

Meeting ID: 876 3128 3229

Passcode: Will be emailed and viewable [online](#)

Find your local number:

<https://us02web.zoom.us/j/kjG6R45IP>

FOOD

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

PRICING

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

• Online:

o Non-members: \$205

o Members: \$195 ([log in](#) before you register or you will see the non-member price)

- Online registration required. All ticket sales final.



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The course is the same price as usual, because our estimate of shipping and handling on a box of course materials is equal to our historic cost per person of catering. You will receive a box packed with your personalized signed certificate, your choice of two books, course notes, pen, and half a dozen other pieces of literature. Materials will be mailed when the US curve flattens and we have a local team member healthy for fourteen days consecutively. Electronic course notes will be downloadable for printing at home and notetaking prior to the event.

[Click here to purchase tickets](#)

[Membership.](#)

Please note: this event is run by MassLandlords staff.

BERKSHIRE COUNTY, BOSTON, CAMBRIDGE, SOMERVILLE

Cambridge Virtual Meeting: Networking and Training Event

TUE
01/19

Our January Virtual meeting will be held Tuesday, January 19th. 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

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.

Worcester Virtual Meeting: Networking and Training Event

WED
01/13

Our January Virtual meeting will be held Wednesday, January 13th. 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.

CHARLES RIVER (GREATER WALTHAM)

Statewide Virtual Meeting: Fire Safety in Multifamilies

WED
01/06

Each year Massachusetts has approximately **15,000 structure fires**. The leading causes are factors owners and managers can help eliminate: **electrical**, smoking, cooking, heating, and plumber's torches. Owners and managers who take a proactive approach to fire safety are doing the right thing for their residents, as well as lowering their **financial risk** and ongoing **insurance costs**.

This presentation will give an overview of how a residential fire can get started. We will review the particular challenges of multifamily residential dwellings. We will share practical things owners and

managers can do to educate renters, upgrade our buildings, and prevent fires of all kinds.

This presentation is not our detailed presentation on fire code. This presentation is about fire prevention, general building guidance, and renter communication. We will provide an overview of where detectors are likely to be required.

We will also discuss Carbon Monoxide, an odorless and lethal gas that represents its greatest danger during winter heating season.



Lt. Maria Pelchar, Holyoke Fire Department

Part of this presentation will be given by Lt. Maria Pelchar, Fire Inspector at the Holyoke Fire Department. She is an experienced MassLandlords speaker.

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

"No Sales Pitch" Guarantee

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

Open to attendees statewide

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

WEDNESDAY, JANUARY 6TH**VIRTUAL MEETING AGENDA**

5:00pm Sign-in and virtual networking:
you can chit 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 Fire safety

7:00pm Virtual meeting ends

PARTICIPATION IS EASY

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

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

Our virtual registration desk is open for all events one hour starting 30 minutes prior to the event

start time. Call 774-314-1896 or email hello@masslandlords.net for live, real-time help signing in and using your technology.

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

MassLandlords Thanks Our Property Rights Supporters

Property Rights Supporters make monthly contributions earmarked for policy advocacy.

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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. JD Powers Property Management LLC. Kee 55, Inc. Agency Account C/O Ercolini. Patty Eksuzian. Ann Eurkus. Margaret Forde. Doug Quattrochi. Realty Trust. Rob Barrientos. Scott Cossette. Stuart Warner. Topaz Realty Trust. Charles Gendron. Heidi Shey. Joann Strub. Kathryn Rivet. Alexandra Schoolcraft. WestMass Apartments LLC. John Siri Homes. Hancock Holdings LLC. Mary Palazzo. Olivier Delaporte. MassBay Group. Anthony Membrino. Corofin Properties. Brandon Lee. Tara Pottebaum. Alexa Zaccagnino. Jo Landers. Snaedis Valsdottir. Mike Hempstead. JMG Realty & Investments. Tomaltach O'Seanachain Realty Trust. Jonathan Siegel. Vadim Tulchinsky. Ross W. Hackerson. Barbara Frost. Pavel Novikov. Alvan Pope. Lisa Rizza. Kim Wu. Chris Adler. Demers Enterprises. John Kubilis. Summit Rentals LLC. Michael Siciliano. Real Property Management Associates. Alta Lama. Timshel Properties. Pathways. Lori Amara. Ray Boylan. Liz Dichiaro. Property Realty Group LLC. Gayle Joseph. Gray Investment Properties/ Allyson Gray Trust. Gordon LeBlanc Real Estate.

SPECIAL MENTION

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

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

To join, complete a pink sheet at any MassLandlords event or sign up online at [MassLandlords.net/property](https://masslandlords.net/property). 

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VIRTUAL MEETING DETAILS (HOSTED BY ZOOM)

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

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

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

Topic: Fire Safety Virtual Meeting Jan 6, 2021

Time: Jan 6, 2021 05:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us02web.zoom.us/j/83762508806>

Meeting ID: 837 6250 8806

Passcode: Will be emailed and viewable [online](#)

Dial by your location

+1 312 626 6799 US (Chicago)
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Meeting ID: 837 6250 8806

Passcode: Will be emailed and viewable [online](#)

Find your local number:
<https://us02web.zoom.us/j/kcbG1eSc7W>

PRICING

Open to the public. Membership is not required!

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

This event will not be recorded. Slides and handouts if any will be uploaded to our page on [Fire Safety for Multifamilies](#).

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](#).

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

iPhone & iPad users: [add our event calendar to iCal](#).

Greater Waltham Virtual Meeting: Networking and Training Event

WED
02/03

Our February Virtual meeting will be held Wednesday, February 3rd. 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

THU
01/14

Our January Virtual meeting will be held Thursday, January 14th. 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: Round Table

TUE
01/12

Our January Virtual Meeting will be a Round Table Discussion. Everyone will be able to ask questions and converse with other members.

TUESDAY, JANUARY 12TH

METROWEST PROPERTY OWNERS ASSOCIATION MEETING AGENDA

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

LOCATION

PARTICIPATION IS EASY

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held during the traditional event time for each former location:

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

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

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

This event is operated by volunteers.

Marlborough: Networking and Speaker

TUE
02/09

Our February event will be held Tuesday, February 9th. Check [MassLandlords.net/events](https://masslandlords.net/events) for updates.

NORTH SHORE, NORTHERN WORCESTER COUNTY

Fitchburg: Eviction Prevention Services with NewVue Communities

THU
01/14

Join us from the comfort of your home for a presentation from NewVue Communities to learn about their new Eviction Prevention Program, designed to help those that are facing eviction connect to financial resources to avoid displacement of their home.

NewVue Communities is a non-profit organization, servicing the communities of North Central Massachusetts for over 40 years. Led by community members of diverse incomes and backgrounds, NewVue develops quality housing,

creates economic opportunities, and fosters civic engagement.

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, JANUARY 14TH

NWCLA MEETING AGENDA

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

7:00pm Presentations

LOCATION

PARTICIPATION IS EASY

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

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

PRICING

Membership not required!
Open to the public.

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

Zoom meeting information will be provided the day of the event

This event is operated by volunteers.

Fitchburg: Networking and Speaker

THU
02/11

Our next event will tentatively be held Thursday, February 11th. Check MassLandlords.net/events for updates.

SOUTHERN WORCESTER COUNTY

Southbridge Virtual Meeting: MassLandlords.net Benefits

MON
04/23

Our January meeting will cover MassLandlords.net Benefits.

This presentation will be given by Doug Quattrochi, Executive Director of MassLandlords. Doug was a founding member of MassLandlords in 2013. He became the association's first Executive Director under new bylaws in 2014. Since then, he has scaled the organization from a core of 160 members in Worcester to approximately 1,900 dues paying businesses from Pittsfield to the Cape, and from an all-volunteer team to approximately 20 full and part-time staff plus 50 volunteers. Doug has been instrumental in advancing democratic governance mechanisms, including score voting for policy priorities and a staggered and democratically elected Board of Directors. Doug also oversees the RentHelper spin-off, which is expanding access to electronic banking for those of us who are unbanked or underbanked. Prior to MassLandlords, Doug held leadership roles in various Massachusetts startups, two of which are still operating. Doug holds a Master of Science in Aerospace

Engineering from the Massachusetts Institute of Technology.

MONDAY, JANUARY 4TH

SWCLA MEETING AGENDA

7:00p Meeting Start

8:00p Meeting wrap-up

LOCATION

Zoom Meeting Location:

Zoom meeting information will be emailed on the day of the event and viewable [online](#).

PRICING

Open to SWCLA Members only. Pay annual dues then free.

This event is operated by volunteers.

Southbridge: Networking and Speaker

MON
02/01

Our next event will tentatively be held Monday, February 1st. Check MassLandlords.net/events for updates.

CAPE & ISLANDS

Cape & Islands Virtual Meeting Mon Jan 25: Networking and Training Event

SAT
01/23

Our January Virtual meeting will be held Monday, January 25th. We are working with members to select a topic. Suggestions always welcome at hello@masslandlords.net. Check MassLandlords.net/events for updates.



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- ✓ Termination of tenancies and eviction
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- ✓ Angry neighbors
- ✓ Municipal fines or assessments,
- ✓ Building disasters
- ✓ Sleepless nights

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

Details and Prepayment:

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

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