

DECEMBER 2021

The background of the entire page is a photograph of a city street during a snowfall. Several multi-story brick buildings are visible, with snowflakes falling heavily in front of them. A fire escape is visible on one of the buildings.

MassLandlords to Attorney General: Amend Landlord-Tenant Security Deposit Regulations Verbiage

**Two New California Laws Aim
to Boost Housing Supply**

**How to Avoid Housing
Discrimination Based on Military
Status**

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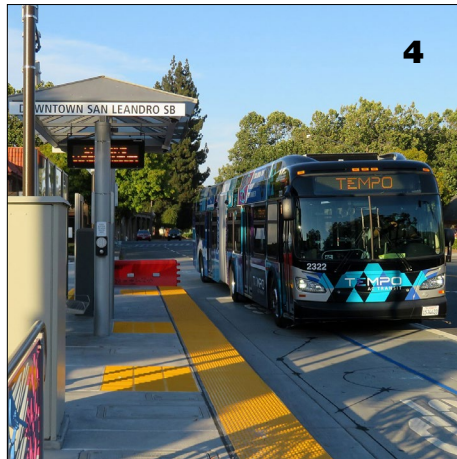
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1991

WORCESTER PROPERTY OWNERS ASSOCIATION

MEMBERSHIP INVOICE

For: [Redacted] (ON BEHALF of Brian McDermott)

NAME: [Redacted]

ADDRESS: 24 Clarendon St, Apt 2

CITY: Wore STATE: MA ZIP: 01607

PHONE: 508-364-4321

Manual #20-11 already received

1. BASIC DUES 6 mths - \$50.00

2. Number of apartments 1 X \$1.00 per apartment = \$1.00

3. LODGING HOUSES ONLY, total number rooms 1 X .50 per room = .50

TOTAL DUES (ADD LINES 1+2+3) \$51.50

* Deduct \$5.00 if paid before December 31, 1990

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pioneervalleylaw.com

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October 27, 2021

Attorney General Maura Healey
Office of the Attorney General
1 Ashburton Place, 20th Floor
Boston, MA 02109

VIA EMAIL: AGOPolicyGovernment@state.ma.us

PETITION TO AMEND 940 CMR 3.17

Dear Attorney General Healey:

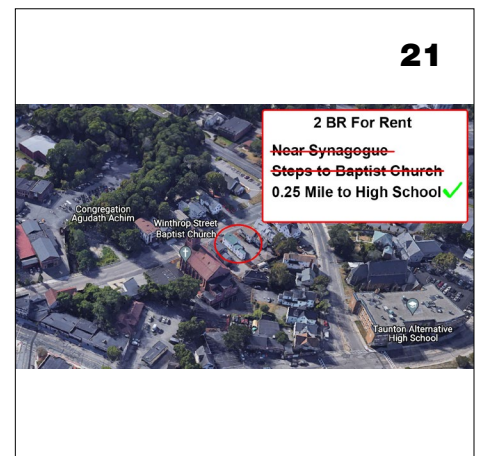
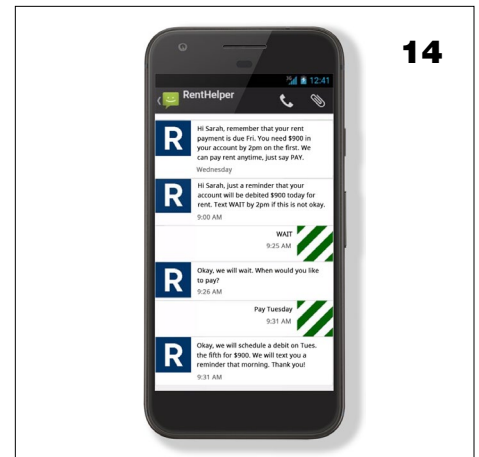
On behalf of MassLandlords, Inc., and pursuant to G.L. c. 30A, §4, I respectfully petition you to amend 940 CMR 3.17 so as to delete from 3.17 (4) (i) the words "or... otherwise fail to comply with the provisions of M.G.L. c. 186, s. 15B." By those words, 3.17 (4) (i) imposes treble damages and attorney's fees for violations of the security-deposit law that the Legislature exempted from those remedies.

The statute (G.L. 186, § 15B) imposes treble damages for violating three specific paragraphs of subsection 6, namely paragraphs (a), (d), and (e):

If the lessor or his agent fails to comply with clauses (a), (d), or (e) of subsection 6, the tenant shall be awarded damages in an amount equal to three times the amount of such security deposit or balance thereof to which the tenant is entitled plus interest at the rate of five per cent from the date when such payment became due, together with court costs and reasonable attorney's fees.

G.L. c. 186, § 15B (7). In providing for treble damages and attorney's fees for these particular violations, the Legislature chose not to impose treble damages for violations of subsection 6 (b) and (c), which impose forfeiture as the sole remedy against any landlord who:

(b) fails to furnish to the tenant within thirty days after the termination of the occupancy





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The largest non-profit for Massachusetts landlords. We help owners rent their property. We also advocate for better laws.

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NWCLA Brian Lucier and team

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MassLandlords' views and opinions may not reflect those of partner associations.

With Immense Gratitude to Seven Decades of Past Volunteers

For pay-as-you-go business advice or legal information, visit [MassLandlords.net/helpline](https://masslandlords.net/helpline).

CoverPhoto by Andrew Spencer on Unsplash.com

LETTER FROM THE EXECUTIVE DIRECTOR

Choose Our Next Director

Our Letter from the Executive Director for December 2021 discusses our annual elections, a possible public records lawsuit, and our dues increase.



In November, we continued to be active participants in the public policy space, developed our website and prepared for our annual elections.

Our implementation of the new "[price per unit](#)" dues was (or has been) delayed twice, from Nov. 15 to Dec. 4 as of writing. We have the new signup page working on test, but it has not yet passed acceptance testing. We continue to polish and refine the sign-up experience. We want it to be positive for all new and renewing members.

Meanwhile, we have had over a hundred conversations with members to help them achieve [grandfathered dues](#) pricing before the new dues structure takes effect.

Policy-wise we continue to be active participants:

We transferred approximately 61,000 data points from our [eviction data](#) to BU Spark!, an experiential learning lab at Boston University. They train students to analyze public records, and are looking to understand evictions in the context of demographics and ZIP codes.

I gave a small group presentation to participants in GenUnity, a nonprofit trying to build renter (and also landlord?) political power. We tracked our time as lobbying. Anytime we can educate renters, we will do so.

We facilitated a [Boston Globe debate](#) on rent control between past MetroWest President Sherri Way and Representative Nika Elugardo. (As of writing, the informal Boston Globe poll showed 61% opposed to rent control.)

We published an attention-getting op-ed in the Banker and Tradesman: [We Paid \\$400 Million for Secret Housing](#). We may file a public records lawsuit to access this information. If you are a member and have concerns with our filing a public records lawsuit, email hello@masslandlords.net.

Our policy infrastructure will be improved as the "price per unit" dues increase takes effect. The past two months made it very clear how important it is to have backup: two team members were out for serious illness (both are now recovering). We are actively hiring for an additional bookkeeper.

The most important thing about this month is our annual election.

[Nominations](#) remain open right up until the electronic ballot opens on Nov. 29, and write-ins are taken after. [Vote](#).

Remember we offer an impressive array of services, including a test of landlord knowledge through our [Certified Massachusetts Landlord™ program](#). Thank you for supporting our mission to create better rental housing.

Sincerely,
Douglas Quattrochi
Executive Director
MassLandlords, Inc

Point your camera
app here to read
more online.



Two New California Laws Aim to Boost Housing Supply

By Eric Weld, MassLandlords, Inc.

In signing two new California laws, Gov. Gavin Newsom continues a sustained legislative effort to incentivize and facilitate denser housing.

With the addition of two new California housing laws signed by Gov. Gavin Newsom on Sept. 16, 2021, the West Coast state added to its growing arsenal of legislation aimed at increasing its housing supply and alleviating its persistent housing crisis.

In adding the two new laws, California joins its northern neighbor, Oregon, as among the most aggressive U.S. states in combating inefficiencies and inequities in the development of new and affordable housing. Recent laws in both states also continue an emerging nationwide trend of weakening or reducing single-family zoning and the exclusionary and inadequate housing circumstances that result from that outdated land-use policy.

While overt racist practices such as “redlining” and the “Green Book” have faded, single-family zoning is an unfortunate holdover. Few dispute the fact that single-family zoning in the U.S., begun in the 1920s and 30s, was rooted in socio-economic exclusion and racism. This land-use policy is largely responsible for leading the United States to our current national housing crisis by driving up home prices and crowding out available land for building affordable options. Read a [detailed history of zoning](#) in the U.S.

Massachusetts is struggling with its own housing shortage, as are several states. So far, however, the Bay State, while it has taken measures to [make it easier](#) for municipalities to pass zoning changes, has not acted with nearly the aggression of California and Oregon in promoting new and affordable housing. Intransigence in changing local zoning laws remains widespread across the state.

CITIES AND TOWNS NOT ON BOARD

California’s latest housing laws, Senate Bills 9 and 10, entered the state’s legislation amid controversy, most prominently opposed by the [League of California Cities](#), a coalition of more than 200 communities in the state. A mid-summer poll also showed a majority of participants opposed to both laws. Opposition primarily charges that SB 9 oversteps state government jurisdiction and usurps cities’ rights to control of property and housing within their borders.

[SB 9, Ch. 162](#) allows owners of single-family zoned



With the assistance of recent housing laws passed in California, mixed-use neighborhoods like this may become more prevalent. Image: cc by-mksfca-flickr

properties to split their parcels in two for the purpose of building new housing. The bill also allows the building of an extra housing unit, such as an [accessory dwelling unit \(ADU\)](#) or duplex, on land that is zoned single-family. Taken together, these two clauses could potentially allow up to four units to exist on one single-family zoned property.

[SB 10, Ch. 163](#) aims to allow more density in urban areas near public transit by granting local governments processes for overriding municipal zoning laws and rezoning for up to 10 housing units.

Both bills take effect on Jan. 1, 2022. We take a closer look at them below.

SENATE BILL 9

SB 9, dubbed the California HOME (Housing Opportunity & More Efficiency) Act, was introduced by state Sen. Toni Atkins. Part of its intent is to invite home and property owners to join the state’s efforts in developing new and affordable housing by allowing them to: 1) subdivide their parcels in two for the purpose of building extra dwellings; and 2) build an additional dwelling, such as an accessory dwelling unit or duplex, on a lot zoned single-family.

The bill aims to streamline approval processes for new housing proposals that fit the criteria by requiring California cities to ministerially approve qualified building projects and lot subdivisions – that is, to approve such proposals as of right,

without discretionary review or public hearing.

Under the law, communities are only allowed to require up to one additional off-street parking space per dwelling unit.

The bill provides safeguards that require any new housing to protect existing tenants, preserve historic neighborhoods and retain local control. The law does not allow demolition or alteration of existing affordable housing, nor the demolition of more than 25% of an existing structure's exterior walls.

SENATE BILL 10

Nicknamed the Local Control for Increased Housing Density law, SB 10 was introduced by state Sen. Scott Wiener. The bill offers a statewide option for municipalities to rezone, or "upzone," neighborhoods in transit-rich and/or urban infill areas, to allow increased density of up to 10 homes per parcel.

Upzoning is a term that refers to the practice of rezoning land for mixed use, higher density or both. Urban infill describes new development on vacant land sitting amid developed areas.

A transit-rich area is land located within half a mile of public transit, meaning either along a "high-quality bus corridor," or as defined in the California Public Resources Code, containing either a) a rail or bus rapid transit station, b) a ferry terminal served by bus or rail, or c) an intersection of two or more major bus routes, with service frequency of 15 minutes or less during peak commute hours.

SB 10 purports to provide a solution to the local processes of approving common-sense rezoning proposals that too frequently become mired for years or decades amid legal appeals and litigation.

The bill authorizes municipal governments to rezone neighborhoods at their discretion by passing a resolution to adopt a plan for a higher density of up to 10 dwellings per

parcel. The neighborhoods must be in qualifying areas, either urban infill or near a transit-rich area. Qualified rezonings that are approved by local governments under SB 10 will be exempted from being considered a project **under the California Environmental Quality Act**, a Reagan-era law intended to avoid or reduce environmental damage. Local governments that pass such a resolution can choose whether individual building projects in the newly zoned area will be subject to discretionary approval or granted by right.

SB 10 is supported by [California YIMBY](#) ("Yes In My Back Yard"), a statewide community advocacy nonprofit that advocates for affordable housing and other measures to curb the housing shortage, among other groups.

MORE NEW HOUSING NEEDED

California's two latest housing laws are part of [Building Opportunities for All](#), an overarching series of bills intended to close the gap between the state's outsized need for new housing and the current pace of construction.

According to the state's Department of Housing and Community Development, California will require an estimated [1.8 million new homes](#) (p. 5) by 2025 to meet demand. Some estimates project even higher need: up to 2.5 million new homes necessary to provide enough dwellings for the population needing places to live.

Meanwhile, [fewer than 80,000 new homes](#) (p. 6) per year are being built in the state. The median price for California single-family homes is [\\$811,170 in 2021](#), an increase of 21.7% year over year.

"California is facing a severe housing crisis," acknowledges the introductory narrative of the Building Opportunities for All initiative, "and Californians need real housing solutions."



With the ratification of California SB 10, transit-rich areas, such as neighborhoods within half a mile of this bus station near downtown San Leandro, can rezone for denser housing. Image: cc by-wikimedia commons

The legislative package is a series of 11 bills, including SBs 9 and 10, centered on expanding housing through measures such as: appropriating funds for affordable rental housing; authorizing development of residential housing on commercially and retail-zoned properties; enabling increases in housing density to allow building of more affordable housing; promoting flexibility in joint occupancy agreements around community college districts; expediting housing projects that satisfy local zoning and land use ordinances; enhancing housing data collection to ascertain progress; and adding administrative government support for assisting communities in planning and developing affordable housing.

“Individually, these bills each address a variety of causes that have contributed to the lack of housing production in our state,” reads the initiative. “Together, they make up a unified approach to this challenge, creating pathways to home ownership, stable housing for vulnerable families, and a way forward to economic stability for Californians across the Golden State.”

LAWS SIGNED AMID OPPOSITION

Offsetting the support of the state government and affordable housing advocacy groups for the two new bills is a groundswell of opposition among local governments and, according to one poll, a majority of California residents.

In addition to the League of California Cities’ charge that the laws preempt local control, other groups, including United Neighbors and Californians for Community Planning, fear the new laws will promote gentrification and erode the character of communities across the state. The latter group is working to gather signatures for a referendum among California voters.

In fact, SB 10 began as SB 50, a similar bill that would have mandated cities to approve rezoning proposals for qualified housing projects. After SB 50 failed to advance out of the state senate in 2020, Sen. Weiner amended it into a voluntary rules package subject to elected approval among local governmental bodies.

Leading up to the passage of SBs 9 and 10, as Gov. Newsom fought to remain in office against a recall effort, [a poll was conducted](#) in late July by Housing is a Human Right, the housing advocacy division of the [Aids Healthcare Foundation](#). The poll showed 63% of Californians opposed to SB 9 and 67% opposed to SB 10. Those numbers rose to 71% opposed to SB 9 and 75% opposed to SB 10 after messages and endorsers were shared with poll participants. Most citizens’ objections were based on the fear that the bills will have a negative impact on homeowners and property values, as well as the lack of requirements for affordable housing and provisions for the homeless in the new laws.

California YIMBY, which supports these and other bills in the Building Opportunities for All housing package, counters that local housing control has led the state into a quagmire of housing shortages and unaffordable options. “Local control has led us to an outcome that has actually harmed affordability in California and it’s harmed our families because they’re paying higher portions of their income in rent,” [said](#).

[Gary Painter](#), chair of the Department of Public Policy at the University of Southern California, in USC Annenberg Media.

FROM WEST TO EAST

With the ratification of SBs 9 and 10, combined with other related recent laws, California becomes among the most aggressive U.S. states in combating a seemingly intractable housing shortage that persists in many states with large, urban populations, including Massachusetts.

In late 2019, the state of Oregon [passed a law](#) disallowing cities with populations of more than 10,000 people from preventing duplex and townhouse construction on single-family zoned land. The state of Washington is considering similar legislation.

The city of Portland, Ore., went further in promoting denser housing and all but eradicating single-family zoning citywide. The city allows duplexes, triplexes and fourplexes, as well as ADUs and cottages in neighborhoods zoned single-family. New multi-unit projects are not required to provide off-street parking.

Portland is also taking the bold step of limiting the size of new homes being built to replace existing homes, reducing the old limit of 6,750 square feet to a maximum of 3,500 square feet.

In 2020, the city of Minneapolis, Minn., followed Oregon’s lead and became the first major U.S. city to ban single-family zoning in every neighborhood. The policy, which is part of the city’s [Minneapolis 2040](#) comprehensive plan, bans the prohibition of building duplexes and triplexes on single-family zoned land across the city. Partly driving such change is Minneapolis’ ignominious distinction as the U.S. city with the [lowest home ownership rate](#) among Black households.

Washington, D.C., has taken recent steps to allow ADUs in most residential zones, and to expand inclusionary zoning for the purpose of adding affordable housing.

Massachusetts, for its part, has taken small steps, for instance, to ease the process for municipalities to change local zoning ordinances in the hope of adding housing, including affordable housing, and to allow the building of ADUs on some single-family zoned properties.

WAITING AND WATCHING WITH LEGISLATION READY

As California and Oregon, and possibly Washington, lead the rest of the nation in reducing and eradicating single-family zoning-related laws that are both outdated and harmful to a sustainable national housing framework, other cities and states are watching.

Legislation sits in various stages of consideration across states and cities seeking to change single-family zoning, increase residential density and add affordable housing. President Joe Biden’s proposed multi-trillion-dollar infrastructure plan currently plodding through Congress addresses the issue on a national level, calling for smaller home lots, mixed-use neighborhoods and other affordable housing measures.

Strong pockets of resistance and NIMBY continue to challenge the new laws in California and elsewhere, and misinformation pollutes debates around the best solutions to housing crises. For example, many continue to believe that denser, multi-family housing in single-family neighborhoods drives down property values. However, limited research on the effects of density on property values shows that single-family properties increase in value with higher neighborhood density.

With higher density development comes increased services, more retail options and more efficient infrastructure. These are all factors contributing to enhanced single-family property values for homeowners in such neighborhoods.

But it's proving difficult in the U.S. to break through entrenched attitudes about single-family properties and realize long-term benefits of denser housing layouts. And as long as single-family zoning remains the preferred residential land-use for much of the United States, housing crises will continue, and increase around urban center perimeters.

The two new California laws are seeds of change, and may be the start of a national trend to blunt the runaway exclusivity of single-family zoning and introduce incentives for providing housing for everyone regardless of socio-economic status.

Point your camera app here to read more online.



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Masslandlords Membership Dues

Frequently asked questions about how MassLandlords membership dues are calculated, who can join, and a history of MassLandlords membership dues.

MassLandlords is a 501(c)6 nonprofit trade association. This means no one owns MassLandlords. We exist for the benefit of member businesses. By joining MassLandlords you not only benefit but can also help determine the direction of the association through our democratically elected Board of Directors and our ongoing Policy Priorities Survey.

WHO CAN JOIN MASSLANDLORDS?

Per our [bylaws](#), MassLandlords membership is open to individuals who own or manage rental housing in Massachusetts or provide services to those who do. Landlords, plumbers, property managers, attorneys, housing authorities, service coordinators and many others are welcome to join!

Per a Board Resolution dated July 9, 2021, membership dues can be paid by an individual or a business. If a business pays dues, then anyone added as a “business member” is counted as a MassLandlords member, with no additional dues required. See below for “Business Memberships.”

To become a member in good standing, you or your organization must pay membership dues and agree to our [Terms](#) and [Privacy Policy](#).

HOW MUCH DOES MEMBERSHIP COST?

If you own or manage rental housing, or intend to, then dues are a “base” price plus a “per unit” component.

[Calculate your membership dues.](#)

Yes, you can join even if you are a prospective landlord! Enter zero units owned and managed.

If you provide services, then dues are paid via an “affiliate” membership. Affiliate memberships do not come with landlord-specific benefits (e.g., no rental forms).

[Become an Affiliate member.](#)

Affiliate membership is currently shown as an affordable advertising option. It is not necessary to want to advertise to become an affiliate member.

Our prices index to inflation (CPI-W), so check the links above for the latest prices.

WHAT HAPPENS IF MY MEMBERSHIP LAPSES?

Membership dues are required to be paid in full before your expiration date. If we have not received a payment before that date, your membership will lapse and services will cease.

Pay dues to reactivate your membership.

Back in 1990 WPOA charged “per unit” for membership dues.
CC BY-SA MassLandlords.

Do I have to become a Certified Massachusetts Landlord?

No, but you should not join MassLandlords unless you support our mission to create better rental housing. We strongly encourage you to work toward your [certification](#), as it will benefit us, you, tenants and rental housing in general.

HOW DO BUSINESS MEMBERSHIPS WORK?

A business is loosely defined to fit a variety of different situations. The following all count as businesses:

- You are a sole proprietor.
- You and a family member, spouse, or partner work together without an entity.
- You have an LLC or an entity.
- You have multiple LLCs, trusts, or other entities, each owning or responsible for different parts of an operation under shared control or ownership.

If your business joins as a member, then one set of dues covering all units owned or managed will allow you to add any number of team members. You can add:

- Your spouse, partner, or family.

Your LLC manager or other team members who work for you, whether 1099 or W-2.

- The managers or other team members who work for controlled entities like sub-LLCs.

Each person added will receive full MassLandlords benefits. Each will count as a member. Your entire business will have one vote in [elections](#) for the Board of Directors. When allocating resources per our [Policy Priorities Survey](#), we may weight votes based on units owned or managed, depending on the type of issue we are considering working.

The following are not businesses for the purpose of collective dues:

- Other groups of landlords. Each landlording business must pay dues on their own.
- Groups of unrelated entities or individuals. There must be a common thread like joint ownership, shared team members, or shared family or relationship status.

CAN I BUY MULTIPLE BUSINESS MEMBERSHIPS FOR MULTIPLE LLCs?

Yes, but you should not buy multiple memberships if your LLCs are all under shared control or ownership. See previous FAQ. You would be paying multiple sets of base dues.

How Can I add a Business Member to my Business Account?

Eventually the website will facilitate this. For now, email hello@masslandlords.net with the name and email address of the team members you wish to add.

WHY DON'T MANAGERS PAY LOWER DUES THAN OWNERS?

To continue the question: A manager's revenue is expected to be lower than an owner's. Property managers are typically paid as a percentage of owner revenue, through fixed fees, or by collecting a month's rent at turnover. Shouldn't a manager pay less for dues than an owner?

Owners typically have high fixed costs that scale with the number of units. These include mortgage, taxes,

insurance, and repairs for each unit. Managers typically have only one fixed cost (their own rent or mortgage, taxes, insurance, and repairs for their office). Manager fixed costs do not scale with the number of units.

For this reason, although manager dues may be higher than an owner's as a percentage of revenue, manager dues may be lower than an owner's as a percent of net income.

If you feel the price of your dues is not justified for your particular business, submit a hardship waiver, see elsewhere in this article.

CAN I PAY DUES MONTHLY TO MANAGE CASHFLOW?

Not currently. If you strongly prefer to pay monthly, please email us at hello@masslandlords.net, subject: "Vote for monthly billing." We can redevelop our accounting processes if enough members request it.

WHAT IF I CAN'T AFFORD MEMBERSHIP DUES? (HARDSHIP WAIVER)

Our membership benefits are designed to be highly valuable for all owners regardless of size. That said, there are several reasons why dues may be unaffordable:

- Drawn out eviction or nonpayment scenario.
- Backlog of deferred maintenance.
- Years or decades without rent increases.
- And more.

To qualify for reduced dues, you must agree to a [helpline](#) intervention. Call 774-314-1896 and leave a voicemail asking for help with a hardship waiver. We will collect information about your situation. A team member or a helpline counselor will determine whether MassLandlords membership would be beneficial and can make the determination about granting a hardship waiver.

Please note that the hardship waiver intake call is not a helpline session, even though a helpline counselor may conduct the call.

ARE DUES REFUNDABLE?

Generally, no. [See our terms for the full set of conditions applicable to refunds.](#)

We monitor engagement with the site, especially our downloadable rental forms. Since the forms are an information product, we cannot differentiate between those who legitimately don't want the forms from those who do but ask for a refund anyway. For this reason, requesting a refund after downloading a form at any time in your membership will result in your refund request being denied.

It is your responsibility to monitor and adjust your autorenew settings. If we have to cancel and refund an unwanted autorenew for you, an administrative holdback applies, [see our terms](#).

HOW CAN I HAVE MY DUES PRICE GRANDFATHERED IN?

If you joined before Nov. 15, 2021, it means you paid dues under the previous system and may be eligible for grandfathering. See [MassLandlords to Implement First Dues Increase in Seven Years](#) for the original announcement in July 2021.

If you last paid dues by credit card before Nov. 15, 2021, and autorenew is turned on

Then your dues price is automatically grandfathered in so long as autorenew succeeds. Visit the [Account page](#) and scroll down. Verify that you have a membership subscription. This will automatically renew.

If you last paid dues by credit card before Nov. 15, 2021, and autorenew is turned off

Then your dues price is not grandfathered in. Follow the instructions below before Nov. 15, 2021, for grandfathering, or after Nov. 15 for paying normal dues.

If you last paid dues by check

Then your dues price is not grandfathered in. Follow the instructions below before Nov. 15, 2021, for grandfathering, or after Nov. 15 for paying normal dues.

To obtain grandfathered dues pricing This option is only available for members who joined before November 15, 2021.

You must have signed up for automatically recurring credit card payments. Before November 15, 2021, visit [Account page](#) and click the button “Renew or add membership options.” (You must log in to see the button.)

On the next page, click “Calculate Dues Based on Units.” Enter a zip code for your region. There is no per unit price component yet before November 15, 2021. You can truthfully report your unit ownership without penalty. Then purchase that membership. You will automatically be added to autorenew.

The unused portion of your previous membership will be added to the end of your newly purchased membership.

What is the History of Dues Changes?

MassLandlords, Inc. legally is the same entity as the old Worcester Property Owners Association, Inc., originally incorporated in 1985. Since then we have restructured via new bylaws and processes and by incorporating other

groups, but we have the same tax ID.

Dues for the WPOA were at some point “per unit.” For reasons lost to us, dues were switched from “per unit” to “per person.” Similar changes happened across the state except at the Rental Housing Association of Greater Springfield (RHAGS). RHAGS had a tiered pricing system based on units owned or managed.

When MassLandlords, Inc. took over

the operations of RHAGS in 2016, the “per person” pricing was implemented. This was intended to simplify, but it substantially lowered the resources available for us to help members.

We are moving back to per unit pricing now that technology makes it easier to calculate and verify units owned and managed.

See Also

[About MassLandlords](#)

Point your camera app here to read more online.



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w : rentals@woomasspm.com



Article You May Have Missed Across the U.S. by Bike – A Slow Motion View of Housing in America

The view from the Santa Ana River Bike Trail coming into Riverside, Calif., is like a snapshot of housing in America.

On the south side of the trail, suburban neighborhoods with large, well-tended two-story homes spread across the landscape below the trail, bordered and protected by a tall brick wall closely abutting their backyards. An uncharacteristically verdant golf course – despite the dearth of water in the nearby Santa Ana River – interrupts the residential streets.

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



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MassLandlords to Attorney General: Amend Landlord-Tenant Security Deposit Regulations Verbiage

By Kimberly Rau, MassLandlords

A petition to Attorney General Maura Healey requests that language allowing treble damages for security deposits be removed.

In October 2021, MassLandlords sent a formal petition to Attorney General Maura Healey, asking for an amendment to the verbiage in 940 CMR 3.17, the state's general regulations for landlord-tenant relationships.

State regulations allow for any interested person to petition an agency and request any regulation be adopted, amended or repealed.

940 CMR 3.17 Sec. 4, which specifically governs security deposits, has 10 practices that are considered "unfair or deceptive," including failure to return a security deposit. However, an 11th point, (k) reads "otherwise fail to comply with the provisions of M.G.L. c. 186, s. 15B."

This verbiage effectively imposes treble damages and attorney's fees for violations of the security-deposit law that the Legislature had exempted from such penalties.

"The statute (G.L. 186, § 15B) imposes treble damages for violating three specific paragraphs of subsection 6, namely paragraphs (a), (d), and (e):

If the lessor or his agent fails to comply with clauses (a), (d), or (e) of subsection 6, the tenant shall be awarded damages in an amount equal to three times the amount of such security deposit or balance thereof to which the tenant is entitled plus interest at the rate of five per cent from the date when such payment became due, together with court costs and reasonable attorney's fees,"

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October 27, 2021

Attorney General Maura Healey
 Office of the Attorney General
 1 Ashburton Place, 20th Floor
 Boston, MA 02108

VIA EMAIL: AGOPolicyGovernment@state.ma.us

PETITION TO AMEND 940 CMR 3.17

Dear Attorney General Healey:

On behalf of MassLandlords, Inc., and pursuant to G.L. c. 30A, §4, I respectfully petition you to amend 940 CMR 3.17 so as to delete from 3.17 (4) (k) the words "or... otherwise fail to comply with the provisions of M.G.L. c. 186, s. 15B." By these words, 3.17 (4) (k) imposes treble damages and attorney's fees for violations of the security-deposit law that the Legislature exempted from those remedies.

The statute (G.L. 186, § 15B) imposes treble damages for violating three specific paragraphs of subsection 6, namely paragraphs (a), (d), and (e):

If the lessor or his agent fails to comply with clauses (a), (d), or (e) of subsection 6, the tenant shall be awarded damages in an amount equal to three times the amount of such security deposit or balance thereof to which the tenant is entitled plus interest at the rate of five per cent from the date when such payment became due, together with court costs and reasonable attorney's fees.

G.L. c. 186, § 15B (7). In providing for treble damages and attorney's fees for these particular violations, the Legislature chose not to impose treble damages for violations of subsection 6 (b) and (c), which impose forfeiture as the sole remedy against any landlord who:

(b) fails to furnish to the tenant within thirty days after the termination of the occupancy the itemized list of damages, if any, in compliance with the provisions of this section; [or]

(c) uses in any lease signed by the tenant any provision which conflicts with any provision of this section and attempts to enforce such provision or attempts to obtain from the tenant or prospective tenant a waiver of any provision of this section.

The Legislature chose multiple damages as the remedy for violations of three paragraphs of subsection 6, and forfeiture as the remedy for violations of the other two paragraphs.

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Page 1 of Attorney Peter Vickery's letter to Attorney General Maura Healey

wrote attorney Peter Vickery on behalf of MassLandlords.

Vickery went on to note that paragraphs (b) and (c) were exempted from these damages and fees. Paragraph (b) discusses landlords who don't provide an itemized list of damages to tenants within 30 days. Paragraph (c) discusses landlords who have lease provisions that otherwise violate the state laws governing security deposits.

Vickery argues that if the Legislature means to impose treble damages and attorneys' fees for things such as returning the wrong amount of interest on a security deposit, it would have been specifically highlighted in the statutes. It does not specify such damages. However, the verbiage in 940 CMR 3.17 imposes multiple damages for any violations of s. 15b.

"Absent the regulation, a court would not have no authority to impose multiple damages for violations of subsection 6 (b) and (c). In construing statutes, it is well established that 'where the Legislature has employed specific language in one portion of a statute, but not in another, the language will not be implied where it is absent,'" Vickery wrote.

Though the law allows anyone to petition for changes to regulations, it does not specify a timeframe in which the addressee must respond. MassLandlords plans to continue to pursue the issue, and we will continue to update this story as it develops. This lays the groundwork for future movement towards broader security deposit reform.

The full letter from Vickery to the Attorney General can be viewed in the three images following this article.

Point your camera
app here to read
more online.



However, the regulation effectively imposes multiple damages for violating *any* part of § 15B, an alternative route that the Supreme Judicial Court has noted:

Even apart from the remedies provided by § 15B, we note that similarly situated tenants have further recourse, as they may have rights under G. L. c. 93A, § 9, including to multiple damages where the landlord fails to return the forfeited amount or offer a settlement in response to a demand letter from the tenant. See 940 Code Mass. Regs. § 3.17(4) (1993) (interpreting c. 93A to cover landlord's misconduct under § 15B); *McGrath [v. Mishara]*, 386 Mass. [74, (1982)] at 86–87... (affirming award of multiple damages under c. 93A in security deposit dispute).

Phillips v. Equity Residential Management, LLC, 478 Mass. 251, 261 (2017). Absent the regulation, a court would not have no authority to impose multiple damages for violations of subsection 6 (b) and (c). In construing statutes, it is well established that "where the Legislature has employed specific language in one portion of a statute, but not in another, the language will not be implied where it is absent." *Simmons v. Clerk-Magistrate of Bos. Div. of Hous. Ct. Dep't*, 448 Mass. 57, 65 (2006). See also *Dartt v. Browning-Ferris Indus.*, 427 Mass. 1, 8 (1998) ("we will not add to a statute a word that the Legislature had the option to, but chose not to, include").

By creating this alternative regulatory route to multiple damages for acts and omissions that the Legislature chose to exempt from multiple damages, the Office of the Attorney General usurped a legislative function contrary to Article 30 of the Massachusetts Declaration of Rights, which provides in pertinent part that "the executive shall never exercise the legislative and judicial powers, or either of them."

Further, in 1976 the Legislature created the requirement for agencies to file a small business impact statement. St.1976, c. 459, § 2, which rewrote c. 30A, § 2. To the best of my knowledge, and based on my research, the Office of the Attorney General did not file a small business impact statement. In fact, the impact of the regulation on small businesses has been significant. As members of MassLandlords will testify, the prospect of treble damages and attorney's fees for omitting to provide a former tenant with a sworn statement itemizing damages within 30 days of the end of the tenancy – an omission that would trigger only forfeiture under § 15B, 6 (b) – has prompted many landlords to eschew security deposits altogether and insure against property damage by setting a higher rent. There are many reasons for the dearth of affordable housing in Massachusetts, and while I do not suggest that this factor is *the* cause it is certainly *a* cause.

If the Office of the Attorney General were inclined to consider the security deposit statute poorly drafted and in need of repair, there would be no disagreement from MassLandlords. Deletion of the requested regulatory wording could be accompanied by a public statement about the need to overhaul this important set of renter protections, both to eliminate triple damages in cases of good faith attempts by scrupulous landlords to comply with the law and to protect renters from *unscrupulous* landlords who wrongly retain security deposits that they are not entitled to use. My client would welcome the chance to work with the Office of the Attorney General to draft a new security deposit law.

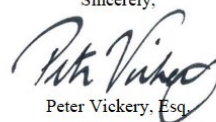
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Page 2 of Attorney Peter Vickery's letter to Attorney General Maura Healey

In the meantime, on behalf of MassLandlords, Inc., and pursuant to G.L. c. 30A, §4, I respectfully petition you to amend 940 CMR 3.17 so as to delete from 3.17 (4) (k) the words "or... otherwise fail to comply with the provisions of M.G.L. c. 186, s. 15B."

Thank you for your attention to this matter.

Sincerely,


Peter Vickery, Esq.

Cc: Client

Page 3 of Attorney Peter Vickery's letter to Attorney General Maura Healey

How to Collect Rent on Time

By Eric Weld, MassLandlords, Inc.

With so many automatic online options, collecting rent on time no longer needs to take up landlords' time and attention.

How to collect rent on time depends somewhat on landlords' preferences and comfort with technology, and it may sometimes depend on your relationship with your tenants.

Collecting rent is, of course, a necessary aspect of the landlording job. It's how landlords get paid and partly what funds upkeep and improvements on our rental properties.

But how to go about collecting rent from tenants, and how to do it most efficiently and on time, may vary from landlord to landlord.

TRIED AND TRUE METHODS

Some landlords stick with the old-fashioned methods of asking tenants to write a check and then drop it in the mail, leave it in a previously agreed-upon place for pickup, or deposit it in an established bank account.

Others want to take the time to stop by their tenants' homes in person, to maintain personal interaction or to use the occasion for a monthly once-over of the property to see how it's being treated.

These 20th-century rent-collection methods may work fine for some landlords, especially those with one or only a few rentals, or with trusted long-term tenants.



With today's technologies, paying rent, for many landlords and tenants, has become either an automatic process or a simple matter for pressing a few buttons on their smart phone. Image: cc by-PS 4 MassLandlords.

The potential problem with these forms of rent collection is that they rely on tenants to pay rent on time, to be home and available at the time you agreed to stop by and to have the rent available when they're scheduled to pay it. For landlords and property managers with numerous rentals, collecting and processing checks is an unnecessary time thief.

There are now more efficient, automated rent-collection options available that don't require face-to-face contact or old-fashioned paper handling. In fact, once these processes are set up, they require very little effort or time on either landlords' or tenants' parts.

AUTOMATED VS. MANUAL

One common way to collect rent these days is asking tenants to set up an online bill pay through which they transfer the rent amount on the due date to your bank account. This may be either through their bank or a separate money transfer program, like [PayPal](#) or [Venmo](#).

PayPal and Venmo provide a very basic service, strictly moving money from one entity to another. For some landlords, that's all that's needed. And this is certainly an improvement on check-writing or in-person collection methods.

But this unsophisticated process still unnecessarily depends on tenants to voluntarily comply with rental due dates.

When they fail to pay on time, it burdens landlords and managers nearly equally with check collection. They now have to spend time following up, applying and processing late fees, or sometimes tracking down an elusive tenant. All this extra work can create tension in the business relationship.

SMART PROPERTY MANAGEMENT

Far superior to these basic rent-collection methods are "smart" property management tools –fully automated options that issue reminders of upcoming rent due dates, notify you of late or missed payments, allow credit card or ACH payments and calculate and apply late charges when needed.

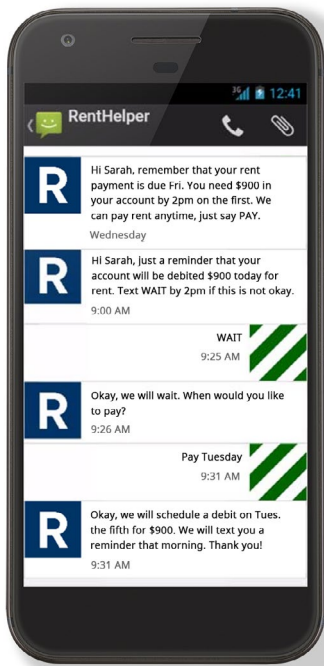
Smart management platforms are interactive with renters, landlords and property managers, and provide services based on information customized to a given rental situation.

There are numerous smart property management platforms, apps and companies available, depending on your range of needs. Some may only handle the rent-collection process for you. Others can provide comprehensive services such as maintaining and organizing records, issuing reports, coordinating maintenance requests, paying vendors, advertising and more, in addition to collecting rent.

These smart platforms also help protect landlords' legal compliance by adhering to use and occupancy agreements during evictions and tenant transitions, for example, and by only accepting payments according to contracts on file.

RENTHELPER

One example of a smart property management tool is RentHelper.



RentHelper and some other rent collection platforms use text messages to communicate directly with renters, sending rent due reminders, late payment notifications, and responses to renters' situations. (image: cc by-sa MockUPhone and RentHelper)

MassLandlords piloted RentHelper in 2016 to assist its members in rent collection. [RentHelper](#) has since become its own entity and is available to MassLandlords members. (Disclosure: MassLandlords receives an affiliate commission equal to 9% of RentHelper service charges for the first year of use by a MassLandlords member.)

RentHelper is a highly interactive text messaging system that combines real-time communication with automated reminders and responses. Unlike some rent-collection platforms, RentHelper heavily engages with tenants, landlords

and property managers via hundreds of text messages every month exchanging information about rental amounts, due dates, reminders of due dates, roommates, changes in occupancy and more.

For rent collection, RentHelper sets up an automatic debit from renters' accounts on the due date, and deposits the rent into designated rent payment accounts set up by landlords and property managers.

MANY OPTIONS TO CHOOSE FROM

There are many other options for online, automatic, "smart" rent collection and property management programs. Rich Merlino of Gwendolyn Property Management in Westborough, and a frequent presenter for MassLandlords, [offers a few recommendations](#) for automatic rent collection, including [PopMoney](#), a money transfer app that allows transfers directly from bank account to bank account. Unlike PayPal or Venmo, Popmoney does not require funds to pass through any administrative programs.

Merlino also recommends [ClearNow](#), a leading rent payment program similar to RentHelper that debits rent payments from tenants' bank accounts and deposits them directly into landlords' and property managers' accounts. Finally, Merlino suggests [Buildium](#) for housing providers who need full-service property management software, including rent collection.

Other rent payment services include [PayRent](#) and [RentTrack](#). Property management programs with rent collection include [Rentec Direct](#) and [Appfolio](#).

Whatever program you use, be sure to keep a rental ledger and check to make sure payments have been made, then record them in the ledger with data including the renter's name, the amount, exact date of payment and whether or not it was on time.

WHAT IF RENT IS NOT PAID ON TIME?

In Massachusetts, rent is due on the date you and your tenant agreed it would be paid. After that date, rent is late. There is no grace period allowed.

In the event rent is not paid on time, you have legal options of serving a Notice to Quit or filing for eviction. Before doing so, however, we recommend that you try to talk with your tenant first to find out why rent hasn't been paid.

In Massachusetts, terminally late rent payment can be considered as a reason to terminate a lease for cause.

But if a tenant is habitually late with rent, you could consider offering different payment options. It may work better for some tenants to pay bi-weekly, for example, or even weekly. Peter Haroutian, a Worcester landlord and longtime real estate investor, [did this](#) with his tenants (listen at approximately 7:30), who turned out to be among his favorite renters. If your tenant is paid on a Friday, for instance, you would debit their account on the Friday they receive payment before any other debits on the account. Finding a creative rent payment solution is almost always a better option than filing for eviction.

Landlords also have the legal option of charging late fees. However, in Massachusetts, you may not charge a [late fee](#) until rent is late by 30 days or more beyond the due date. (This is an unusually long late fee period in contrast with other states.) For instance, if rent is due on the first of the month (the most common setup), then the rent is late by one day on the second day of the month, by two days on the third day, etc.

Giving a discount for early rent payment is equivalent to charging a late fee, and is not legally allowed.

COSTS OF RENT COLLECTION

Rent collection programs have varying fees, sometimes applied per transaction. Fees can range widely, depending on levels of service and the platform itself. RentHelper is able to keep charges very low because of its use of interactive text

messaging; the platform charges 0.6% per transaction. Popmoney charges a flat fee of \$.95 per transaction.

PayPal and Venmo require processing fees for each transaction (these platforms consider rental payments to be business transactions) – 1.9% for Venmo, 2.9% for PayPal. These fees can add up quickly with rent payments.

ClearNow becomes more financially beneficial with multiple debits. The charge for a single debit per month is \$14.95, but only \$2 per month for each additional debit. Buildium offers a free trial followed by subscription fees of \$50, \$160 or \$460 per month depending on service level.

Price may be a consideration for some landlords, but many feel it's worth the cost to save the time and effort that rent collection requires.

Choosing a rent collection program depends on specific needs, such as cost, time of payment processing and scope of services offered. Some landlords

only need a simple fund transfer from the tenant's bank account to their bank account. Others need broader management services that might include advertising, tenant screening, property inspections, rent collection and more.

THE FUTURE OF RENT COLLECTION

Collecting rent on time is easier than it once was, thanks to technology and the online, automatic options it makes possible. These online programs might not be for everybody and there will likely always be landlords who prefer paper payment and monthly contact with their tenants, which costs them nothing but time (and sometimes stress).

If you use a manual method, remain in contact with your tenants and remind them when rent due dates are approaching. Also invite them to notify you of any pending or potential cashflow problems to avoid their nonpayment from adversely affecting your accounts

with overdrafts and associated fees.

Automatic rent collection programs are fast becoming the norm due to their low cost and undeniable convenience. They also provide added benefits for tenants, such as improving credit records and avoiding late fees with automatic reminders of rental due dates.

With so many automatic rent collection options available, the days of checking the mailbox or knocking on doors to collect a rent check are soon to be things of the past.

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LANDLORD INCENTIVE PROGRAM

The City has launched a program to support landlords who rent to Boston households moving out of homelessness.

The program provides landlords with **signing bonuses, holding fees, and other incentives**. It also offers access to prospective tenants – with rental subsidies and a dedicated housing support provider – who are ready to sign leases.

Contact **New Lease for Homeless Families** to gain access to this opportunity.



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How to Avoid Housing Discrimination Based on Military Status

By Kimberly Rau, MassLandlords



Giving preference to veterans or military members when renting a unit is just as problematic as denying someone a rental because they are in the armed forces. Don't make military status a consideration when choosing your tenants. Image license: Iona Virgin for Unsplash

Both veterans and active-duty military members are protected under Massachusetts law.

While federal law only protects seven classes of people under the Fair Housing Act, [Massachusetts protects 14](#), including veteran or active military status. Veterans and members of the U.S. armed forces became a protected housing class in Massachusetts in 2004.

As landlords, it's important to recognize what discrimination against members of the armed forces can look like, and tailor your housing practices accordingly.

KEEP NEGATIVE OR POSITIVE THOUGHTS TO YOURSELF

You're entitled to your opinions about past or current wars and conflicts, defense spending, the GI Bill or anything else military-related. What you shouldn't do is let your feelings affect your housing decisions.

Back in the day, a soldier returning from Vietnam was not necessarily guaranteed a hero's welcome upon his arrival stateside. In the years since, public opinion about America's military action around the globe has diverged wildly, from those who protest to those who passionately support anything American armed forces do. Regardless, members of our armed forces deserve a place to live just like everyone else.

This military generation is living through the public's support and backlash of 20 years in Afghanistan. No one wants to come home from work to hear strangers' thoughts on the job they're doing. Worse, too much negative or positive commentary could lead someone to believe you are factoring in veteran or active-duty status when making your housing decisions.

WHAT DOES "MILITARY" MEAN?

There are six branches of the U.S. military. They are the Army, Marine Corps, Navy, Air Force, Space Force and Coast Guard. Anyone in any of these branches is protected as a member of the military.

In some cases, members of the National Guard serving under specific conditions may be eligible for certain deployment protections as well.

ACTIVE DUTY? NO PROBLEM.

Active-duty military members don't always know when they're going to be deployed. As a landlord, you might shy away from the idea that your rental unit could be empty for months at a time if the service member who signed the lease is called away. However, this is not a reason to deny a tenancy, as active-duty status is also protected under state law.

You also cannot charge a higher security deposit because the place may wind up vacant for part of the lease. This would also be considered discrimination. Other illegal practices would be charging an inspection fee, a late payment fee or a lease termination fee for an active-duty military member.

WHAT IS THE SERVICEMEMBERS CIVIL RELIEF ACT?

Otherwise known as the [SCRA](#), the Servicemembers Civil Relief Act is a federal law that gives protections to active-duty military members, including housing protections. It protects all active-duty service members, reservists and members of the National Guard (while on active duty).

It's the SCRA that allows military members to break their leases in the case of enlistment, reassignment, discharge or retirement (these would be considered a permanent change of station), or deployment for at least 90 days.

To break the lease, the tenant must inform their landlord in writing that they intend to move, provide a copy of their military orders and pay the rent for both the month that notice is given and the following month. In other words, if a soldier is told he is going to be deployed immediately in the middle of August, and they notify their landlord right away, the tenancy would be officially terminated at the end of September.

Typically, the service member or their spouse would need to be listed on the lease to qualify for this, but always check with an attorney prior to taking any action.

The SCRA should not be confused with a [military clause](#),

which is a customized addendum to a lease that a landlord and tenant might agree upon. For instance, an example of a military clause might state that an active-duty military member can break their lease and still receive their security deposit back. This can enhance the SCRA, but does not replace it.

WHAT IS THE MILITARY SPOUSE RESIDENCY RELIEF ACT?

Enacted in 2009, the [MSRRA](#), or Military Spouse Residency Relief Act, amends the SCRA and extends housing protections to those married to members of the military.

One of the biggest protections under the MSRRA allows military members and their spouses to maintain legal residency in the state they were living in prior to the military member's relocation, called a change of station. It also allows military spouses to declare the same state of legal residency as their spouse.

This will likely not impact you greatly as a landlord, but if you ever have reason to see your tenant's tax returns, you may see they have filed taxes in a state different from the one they are renting and living in now.

VASH SUBSIDIES ARE THE SAME AS SECTION 8

Some veterans receive housing subsidies from the U.S. Department of Housing and Urban Development (HUD), called the [VA-Supportive Housing Program](#) (VASH, or HUD-VASH). This subsidy is tailored to veterans, but works exactly like Section 8. The government pays a certain portion of the veteran's rent, depending on income, and the veteran also pays a portion.

This means that you are guaranteed rent for your place if you have a tenant that receives VASH. It also means that you cannot deny them tenancy because you do not want to participate in the program. Doing so would be [discrimination based on public assistance](#) (and military status).

SERVICE AND EMOTIONAL SUPPORT ANIMALS ARE WELCOME

Some veterans might have emotional support animals or service animals that may be directly related to their military status (e.g., a soldier wounded in combat may have a service dog, or a veteran suffering from PTSD may have an emotional support animal). As with anyone else who has a service or assistance animal, [you may not deny a tenancy](#) based on this.

You can verify that the animal is a service or assistance animal (see our page on how to conduct proper [verification for reasonable accommodation](#)), but you cannot deny the animal because your lease prohibits pets, or charge an extra security deposit fee or "pet fee" for them. However, if the animal damages the property, you can charge for the repairs.

WHEN YOU MAY NEED A MILITARY AFFIDAVIT

If you have ever been to court and had your defendant not appear, you would have had to provide an affidavit stating that the defendant is not in the military before a judge would rule in your favor. Known as the [Military Affidavit](#), this form protects active service members from having a judgment made against them when they are not able to defend themselves.

Courts will not rule against a defendant in the military until the defendant has a lawyer who can represent them effectively.

You can download a [Military Affidavit form here](#).

CONCLUSION

Past and present members of our armed forces put their lives on the line in service to the country. It would be unfair, as well as illegal, to discriminate against them for the job they do. It's important that you apply a fair and balanced approach to renting to tenants, and not let personal feelings about the military get in the way.

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How to Avoid Housing Discrimination Based on Someone's Religion

By Kimberly Rau, MassLandlords

Applying fair housing practices to all renters regardless of their religious beliefs (or lack thereof) goes beyond tenant selection.

Both the federal [Fair Housing Act](#) and the [Massachusetts Fair Housing Law](#) consider religion a protected class, which makes it illegal to deny someone housing based on their religious beliefs. However, fair housing practices go beyond approving a rental application. When it comes to religious beliefs, it may surprise you what can be considered discrimination.

"RELIGIOUS BELIEFS" COVERS ALL RELIGIONS, AND LACK OF RELIGION

The Fair Housing Act (FHA) protects all religions and religious beliefs, regardless of how popular or esoteric they are. (For example, though some regard it as satire, the [Church of the Flying Spaghetti Monster](#) has received some limited recognition as a legitimate religion.) These protections also include a ban on discriminating against someone because they wear certain articles of clothing that their religion mandates or encourages.

Furthermore, you cannot discriminate against someone because you disagree with or do not understand their religious practices. Recently, an Orthodox Jewish family [sued two New York housing agencies](#), claiming that they were denied housing because of the number of children they had. They stated that

having a large family was a major tenet of their beliefs. The definition of a "[sincerely held](#)" [religious belief](#) is purposely vague, so always consult with a lawyer before making any decisions about religious accommodations.

The FHA also protects lack of religion. In other words, you cannot refuse to rent to someone because they are agnostic or atheist (or make disparaging comments about the fact that they don't go to church, believe in God, etc.). You cannot refuse to rent to someone because they no longer practice the faith they once belonged to.

NO PREFERENTIAL TREATMENT

You must also be aware of preferential treatment when showing rentals. Landlords cannot offer lower rent to tenants who practice a certain religion, or reserve units with nicer amenities or preferential locations for people of a certain faith.

Certain types of religious housing may express a [preference for members of a certain faith](#), but this exemption applies to a small number of housing providers. The housing must be provided by a religious institution or a non-profit associated with a religion, and cannot be a commercial enterprise. The housing provider also may only give a "preference" for members of a certain religion and cannot discriminate based on race, color or national origin.

Religious housing providers who receive any kind of federal funding may not discriminate/express preference based on religion.



Your rental may be located near houses of worship or other religious buildings, but play it safe and don't mention them in your housing ad. Image license: Google Earth/cc by SA for MassLandlords

BE AWARE OF HOLY DAYS

If you are renting to an Orthodox Jewish family, it would be unfair to insist on scheduling a full inspection on Saturday, when doing work is prohibited. If one of your tenants goes to church services every Sunday morning, it is discriminatory if the only time you make yourself available to come in for maintenance is during that time.

If your tenant expresses a preference for a certain day of the week or time for inspections, repairs or maintenance, it is unfair to ignore that if you can otherwise accommodate them.

WATCH YOUR (ADVERTISING) WORDS

“Located in a quiet neighborhood near a park, library and synagogue.”

That sounds like a lovely street to live on, doesn't it? Who doesn't enjoy going to the park or taking advantage of all the services the library offers? But by listing a religious institution in your rental ad, you run the risk of looking like you are trying to entice a certain demographic to apply, possibly in preference over those who might practice a different faith.

“Christian landlords” sounds like you really might only be looking for other Christians to rent from you. “Near the Islamic Day School” suggests you'd prefer that Muslims rent the apartment. Even if that's not your intention, do you really want the headache of a discrimination suit? People are going to figure out what's nearby the same way they probably found your ad: by searching the internet or driving around town (meaning they've probably also passed by the synagogue or temple you may have been tempted to list in your ad). Play it safe and don't include anything in your rental ad that indicates your faith, or a preference for a certain religion.

BE CAREFUL WITH HOLIDAYS

If you allow one renter to hang a Christmas wreath on their door, you must allow your other tenants to display holiday decorations that correspond with their religious beliefs. If you allow Christmas lights for one tenant, you must allow another to put a light-up

menorah in their front window.

If you do not allow your tenants to temporarily modify the outside of their rentals in any way, you must apply that rule evenly to everyone. (Don't approve Christmas lights or a nativity scene for one and deny generic or secular decorations to another; nor allow an Easter cross on someone's door but tell a Wiccan they cannot keep crystals on their balcony.)

If your rentals have a common area (such as an apartment lobby or main entrance), stick to non-religious decor during holiday seasons. An evergreen tree with lights is festive; a large nativity is showing preference for one religious winter holiday out of the many that exist. Putting lilies in your lobby in the spring is fine; putting a large cross and a banner that reads “He is Risen!” could run you afoul of the FHA.

BEST PRACTICE: NO ONE-SIZE-FITS-ALL GIFTS

If you are going to give Christmas wreaths to some of your tenants, you should be asking all your tenants which holiday is most important to them and giving a gift of similar value and relevance on that holiday. If that sounds like a headache to you, avoid the practice altogether.

Avoid giving food to your tenants unless you are sure it is something they will use and appreciate. Some religions forbid alcohol or meat consumption; others say no pork or beef or shellfish. Some faiths require special preparation methods for food. And those are just religious concerns; we aren't even getting into potential allergies or health restrictions.

Remember, it's OK not to give your tenants gifts as well. You can keep your relationship entirely businesslike (and that's probably the best way to go).

DO I HAVE TO ALLOW CANDLES?

Many landlords do not permit renters to burn candles in the unit, and with good reason: candles are responsible for more than [23,000 residential fires every year](#). Banning candles has a strong business justification. Therefore, if

that is your rule, you should apply that practice evenly for all your tenants. This includes candles for religious purposes. Even prayer candles that are almost entirely encased in glass can be a fire hazard. Open flames are risks you can safely deny.

WHAT IF A TENANT'S PRACTICES BOTHER OTHERS?

Religious beliefs cannot infringe on the “quiet enjoyment” that your tenant's neighbors are also entitled to. This means that someone's right to practice their faith does not override the other renters' rights or privileges.

For example, if your apartment complex has a “no solicitation” rule, then your evangelical Christian tenant (or a tenant of any other religion) can be told not to go knocking on the neighbors' doors to talk about their faith.

On the other hand, if you allowed the evangelical Christian renter to go door to door passing out tracts, you won't be able to say much if one of your Jehovah's Witness tenants does the same.

Many religious celebrations require or encourage music. Some Hindu festivals call for singing and dancing and can get quite lively. As a landlord, you can mandate quiet hours for the comfort of all your tenants. If you are enforcing those rules evenly for everyone, you are within your rights to require that festivals continue at a quiet volume after a certain hour (for instance, 10 p.m.).

If there are complaints, you will want to handle concerns on a case-by-case basis and examine why a tenant may be coming forward. Can they really hear their neighbor's religious music through the walls, or are they being anti-Semitic? Is your Muslim tenant really “harassing” someone else, or is the person complaining put off by seeing someone in a hijab? If you apply your rules fairly across the board, you'll be able to mediate things before they become big problems. (“Mrs. Green is welcome to have a mezuzah on her door, and if you want to put up a cross, you're welcome to.”)

WHAT ABOUT PEST CONTROL?

This may seem like an odd thing to include in an article about religious discrimination, but suppose your Buddhist tenant tells you that the first precept of Buddhism is to abstain from taking a life and they object to your extermination practices. Or, if you are Buddhist, how do you handle the ethical dilemma when you don't want to kill anything, but you also can't have pests in your rental?

We aren't going to tell you not to hire an exterminator if you really need one. Sometimes, it's necessary to do so to eradicate pests ([bed bugs](#) are notoriously hard to get rid of). But Massachusetts law does not require you to kill vermin; it states you must keep your property vermin-free. This should be something you want to achieve regardless of your faith.

In this instance, an ounce of prevention is worth a pound of pesticides. We recommend utilizing the landlording best practice of exclusion, that is, preventing [rodents](#) and [insects](#) from gaining access to the rental unit in the first place.

Exclusion is a more permanent solution to extermination (you can kill the mice, but if you aren't checking the foundation for access points, their brethren will gain entry before you know it). It's also cheaper, less odorous and safer (you aren't going to get sick from a window screen in good repair, but breathing in too much insecticide is another story). There are entire articles dedicated to [Buddhist-friendly pest removal and exclusion](#) options.

CONCLUSION

Matters of faith and religion are deeply personal and vary greatly between individuals. On a personal level, it can be fascinating to learn about different religions. If your tenants are doing something that you are unfamiliar with, check your Google calendar. It lists a variety of religious festivals and holy days that you can read about online. You may be surprised to learn how much we all have in common across various faiths.

However, as a landlord, it is never your place to delve into your tenants' personal lives. It's best to stay away from questions or comments about religion and focus on renting to (and keeping!) the best possible renters.

Point your camera app here to read more online.



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Notice of Annual Meeting: MassLandlords Annual Elections December 8 through 21, 2021

Members in good standing must vote in the 2021 election online at MassLandlords.net/governance. Nominations through Dec. 7. Vote Dec. 8 through 21.

Each year in December we elect a member to the Board of Directors, and we also recognize a non-member with the MassLandlords Good Neighbor award.

Our annual meeting this year will be conducted electronically only. The four event locations that would normally host in-person voting are closed. Electronic voting will take place at MassLandlords.net/governance starting Dec. 8, 2021 and running through Dec. 21, 2021. The record date is Sunday, Nov. 28 (meaning you must be a member on that date to vote).

Members must pay dues to MassLandlords or a directly managed chapter (service contract chapters have your own elections and cannot vote in MassLandlords, Inc. elections).

The Good Neighbor Award

The Good Neighbor Award is intended to recognize a non-member's efforts to advance property rights or to improve the quality of rental housing in Massachusetts. All addressable nominees are sent a letter of thanks. The winning nominee chosen by the membership will receive a commemorative plaque.

Nominations will be accepted until voting opens on Dec. 8. This year no one has yet been nominated for the Good Neighbor Award.



THE BOARD OF DIRECTORS

At time of writing, one member had been both nominated for election and confirmed willing to run.

Allyson Gray of East Boston is a MassLandlords member, property rights supporter, crash course graduate, and regular event attendee. Here is her personal statement, which will also be printed on the ballot:

"I believe education is central to my success in the rental business. I manage a total of 23 rental units. I have been in the rental business for 45 years, but I am not a real estate broker or an attorney. However, my rental business has benefited from the education I pursued. With the training provided by IREM, (Institute of Real Estate Management), I was awarded the ARM designation (Accredited Residential Manager) and I became a better manager of my properties. I have never stopped learning. There is so much to keep up with, from what is the best flooring, to how to deal with a hoarder, to how to navigate in the Covid world, etc.

"MassLandlords is and should continue to be both educator and lobbyist. It provides education courses for landlords, and the opportunity to talk with other landlords whether on Zoom or in person. MassLandlords also provides a fee-based advice service that is needed. The plan for three levels of certification is another education-based program that benefits our members and the world of renters. We landlords need MassLandlords to become a major player in working with legislators to write bills that best meet the needs of both landlords and tenants."

Directors serve a five-year term. The Board of Directors has no operational responsibility, rather, their job is to oversee. In particular, they must hire or fire the person currently in the Executive Director's role, if necessary. They must also review financial reports and verify that association business aligns with our mission.

The final deadline to submit names to appear on the ballot is Dec. 7, 2021. Write-in's will be allowed. [Submit nominations online](https://MassLandlords.net/governance). Log in at MassLandlords.net/governance between Dec. 8, 2021 and Dec. 21, 2021 to view final ballots and biographies and to vote electronically.

Point your camera app here to read more online.



REGIONAL



DECEMBER 2021

Upcoming events
See details under each region

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



JANUARY 2022

Upcoming events
See details under each region

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

STATEWIDE VIRTUAL MEETING

Flood Risk Monitoring and Mitigation, Even Far Inland

WED
12/08

This presentation will give an overview of how flood water gets into buildings and what buy-and-hold investors should do about it. We will focus on the impact climate change is having on the general trend of rainfall and flooding. Previously dry buildings may become moist, wet or flooded over time. We will teach the trends with:

- Rainwater,
- River overflow,
- Storm surge, and
- Base sea level rise

This presentation will be highly relevant for inland owners. We are going to be focused primarily on rainwater and river flooding, a previously underrated risk for many properties statewide especially in Franklin County. We are all familiar with the risk of coastal flooding, this will also be covered.

We will then evaluate different sources for flood risk data and warnings, including:

- Federal Emergency Management Agency (FEMA) resources
- First Street Foundation's Flood Factor™ (speaker has no affiliation, this will be a third party appraisal)
- Weather apps

Attendees will leave knowing how to

- Prepare existing properties for water,
- Assess new investments in terms of their flood exposure, and
- Develop and maintain hazardous weather plans to reduce your costs and liabilities.

Part of this event will be presented by **Dr. Alicia Wasula, President of STM Weather**. Weather impacts everyone. Dr. Wasula's passion is helping you understand how to use information and science to save time and money, prevent injuries, and save lives.



Dr. Alicia Wasula of STM Weather



Cambridge St, Worcester, July 2018.
Telegram and Gazette video: [YouTube](#)

As an educator, she was driven to help her students understand tough concepts and make abstract ideas relevant and real. Every aspect of her business is saturated with that sense of purpose. Whether she is communicating weather information to attorneys or juries for litigation purposes, property owners for weather preparedness training, or community groups, her goal is to help them understand how the weather works in a way that is relevant to them and to communicate complex information in an understandable, relatable way.

STM Weather was founded in 2004 as Shade Tree Meteorology. Originally a forensic-based firm, it has grown over the years into a full-service meteorological firm. As STM Weather has grown, they have expanded their services to include weather planning and trainings, seminars and speaking engagements, and data-driven consulting which helps answer questions such as "When is the best time of year to plant tomatoes in my backyard?", "What is the most likely weather hazard I will

encounter at my location?", or "What is the best way to receive weather information?" We are fully committed to serving each of our clients with kindness and respect, giving them a scientifically sound, complete analysis, and delivering our findings in a clear, easy-to-understand manner.

Networking time will be moderated by **Dana Fogg**. Dana started his rental business in 1994 with his first Multifamily in Watertown. Since then, Dana and his wife have purchased and



Dana Fogg will moderate networking time.
[You can volunteer for a future event.](#)

sold rental properties around the Metro West area. They now have 9 Units in Watertown and Marlborough. Dana is the Vice President of the Metro West Property Owners Association.

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

You are welcome to participate in this virtual meeting no matter where you are.

WEDNESDAY, DEC 8TH**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 Flood risk monitoring and mitigation
- 7:00pm Virtual meeting ends

Participation is Easy

We have two formats of online events:

- **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: Flood Risk Monitoring and Mitigation Virtual Meeting Dec 8, 2021

Time: Dec 8, 2021 05:00 PM Eastern Time (US and Canada) Join Zoom Meeting <https://us02web.zoom.us/j/85814752497>

Meeting ID: 858 1475 2497

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: 858 1475 2497

Passcode:

Will be emailed and viewable [online](#).

Find your local number:

<https://us02web.zoom.us/j/85814752497>

PRICING

Open to the public. Membership is not required!

- **Contemporaneous participation:**
 - Public: \$21
 - Members: \$7

This event will not be recorded.

Slides and handouts if any will be uploaded to [Flood Risk](#).

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

This virtual meeting counts for continuing education credit for Certified Massachusetts Landlord Level Three. [Beep in. Leave feedback/beep out.](#)

This event is operated by MassLandlords staff.

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

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

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

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STATEWIDE VIRTUAL MEETING

Pet Rent: Can you charge it? The answer just changed

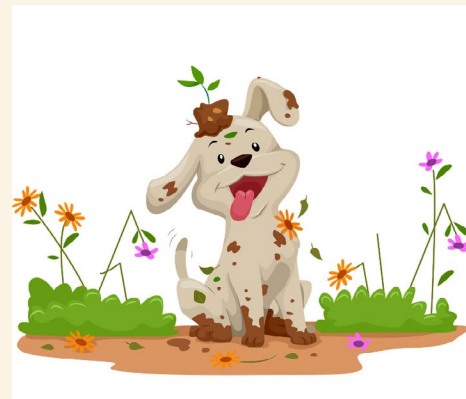
THUR
12/09

This presentation will look at the long-standing prohibition in Massachusetts on charging fees other than first, last, security, and locks. A recent decision has wide-ranging implications for our

interpretation of General Law Chapter 186 Section 15b. We will review:

- What the law said before October 28, 2021
- Fleming v. Greystar Management Services, L.P.
- What the law still says (what the decision does not change)
- How we can interpret the decision with respect to ongoing charges in addition to rent
- Whether the decision can be appealed
- Whether you should charge pet rent, or if it's best to include as many things in "the rent" as possible

Attendees will leave knowing whether and when to update their processes to cite this new case and possibly to charge pet rent, renter's insurance, amenity fees, and more.



Can you charge pet rent? New answer October



2021 Attorney Adam Sherwin of The Sherwin Law Firm

Part of this presentation will be given by attorney Adam Sherwin.

Adam is an experienced real estate litigator with years of experience representing landlords, property owners, and other real estate professionals. He has extensive experience litigating real estate disputes before judges and juries and has obtained favorable decisions from the Massachusetts Appeals Court and District Court Appellate Division. He is also a long-time crash course instructor at the Cambridge headquarters and now virtually over zoom.



Patrick Sullivan of Obtainable Sobriety will moderate networking time. [You can volunteer for a future event.](#)

Networking time will be moderated by Patrick Sullivan. Patrick has been an avid landlord since 2007 primarily focusing on multi families in the greater Worcester area. Having worked in high level IT his whole life he looks at things from a different perspective which he applies to real estate. He became a Real Estate agent in 2015 and now primarily focuses on Sober living facilities for people recently out of drug and alcohol treatment centers.

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

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their expertise and willingness to present helpful educational content. Your purchase of an event ticket sustains our nonprofit model.

Open to attendees statewide

You are welcome to participate in this virtual meeting no matter where you are.

THURSDAY, DEC 9TH

Virtual Meeting Agenda

- 5:00pm Sign-in and virtual networking: you can chat with others as people log in
- 5:40pm Business Update
- 6:00pm Pet rent
- 7:00pm Virtual meeting ends

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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: Pet Rent Virtual Meeting
December 9, 2021

Time: Dec 9, 2021 05:00 PM Eastern Time (US and Canada) Join Zoom Meeting <https://us02web.zoom.us/j/89941350490>

Meeting ID: 899 4135 0490

Passcode:

Will be emailed and viewable [online](#)

Dial by your location

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- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)

Meeting ID: 899 4135 0490

Passcode:

Will be emailed and viewable [online](#)

Find your local number:

<https://us02web.zoom.us/j/89941350490>

PRICING

Open to the public. Membership is not required!

- **Contemporaneous participation:**
 - Public: \$21
 - Members: \$7

This event will not be recorded.

Slides and handouts if any will be uploaded to [Pet Rent](#).

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

This virtual meeting counts for continuing education credit for Certified Massachusetts Landlord Level Three. [Beep in. Leave feedback/beep out.](#)

This event is operated by MassLandlords staff.

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

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

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

SUN
12/12

SUN
12/19

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.

Purchase your ticket in just a few clicks!



Instructor Douglas Quattroch



Instructor Adam Sherwin

Open to attendees statewide
You are welcome to participate in this virtual meeting no matter where you are.

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

SUNDAY, DECEMBER 12TH, 2021 AND SUNDAY, DECEMBER 19TH, 2021

Virtual Course Agenda

Sunday, December 12th, 2021

- 8:30 am - Introduction of MassLandlords and course participants
- 8:50 - Rental markets
 - Urban, suburban, rural
 - Luxury, college, professional, working, subsidized, rooming houses
- 9:05 - 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 for ten minutes

- 10:15 - Applications and screening
 - Criminal, credit, eviction
 - Discrimination (legal highlight)
 - Tenant Screening Workshop
- 11:20 - If time allows, start Rental Forms
 - Lease vs Tenancy at Will
 - iCORI
 - Eviction notices
- 11:30 - Break for five minutes
- 12:15 to 12:30 depending - End Day One, course resumes the following Sunday

Sunday, December 19th, 2021

- 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
 - Move-and-store
 - Water and electrical submetering
 - Housing Court vs District Court
 - Warranty of habitability
 - Inspections
 - Subsidies
 - Rent control
- 10:05 - Break for ten minutes
- 10:15 - Legal Matters finish
- 11:20 - 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
- 11:30 - Break for five minutes
- 12:00 - Overview of books and resources for further education
- 12:05 - Review of unanswered questions
- 12:15 to 12:30 depending - End Day Two and End Course

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

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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 December 12 & 19

Time: Dec 12, 2021 08:30 AM Eastern Time (US and Canada) Every week on Sun, 2 occurrence(s) Dec 12, 2021 08:30 AM Dec 19, 2021 08:30 AM Join Zoom Meeting <https://us02web.zoom.us/j/82978344536>

Meeting ID: 829 7834 4536 Passcode: Will be emailed and viewable [online](#).

Dial by your location

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- +1 646 876 9923 US (New York)
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- +1 669 900 6833 US (San Jose)

Meeting ID: 829 7834 4536

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

Find your local number:

<https://us02web.zoom.us/j/82978344536>

Please note: The above Zoom information is intended for ticket



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holders only (1 attendee per ticket purchased). To be admitted into the meeting your Zoom account name must correspond with the ticket purchase. If you are purchasing this ticket for someone else please email us at hello@masslandlords.net.

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: \$215
- Members: \$205 (log in before you register or you will see the non-member price)
- Online registration required. All ticket sales final.

Slides and handouts will be downloadable in advance at to [Event Password Page](#).

This event will not be recorded.

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

The training counts for continuing education credit for Certified Massachusetts Landlord Level Three. [Beep in. Leave feedback/beep out.](#)

This event is operated by MassLandlords staff.

Membership.

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

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

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

BERKSHIRE COUNTY

BOSTON, CAMBRIDGE, SOMERVILLE

CENTRAL WORCESTER COUNTY

Wanted for Guarantee: Worcester Studios and One Bedrooms

THUR
12/09

[to iCal](#).

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

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

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

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

For no-obligation information, call the helpline at 774-314-1896 or email hello@masslandlords.net

CHARLES RIVER (GREATER WALTHAM)

GREATER SPRINGFIELD

LAWRENCE

METROWEST

Marlborough: Networking and Speaker

TUE
12/14

masslandlords.net.

Our next event will be held Tuesday, December 14th. Check [MassLandlords.net/events](https://masslandlords.net/events) for updates.

NORTH SHORE

NORTHERN WORCESTER COUNTY

Fitchburg: Holiday Meeting

THUR
12/09

Our next NWCLA event will be our Holiday Meeting held on Thursday, December 9th. Check [MassLandlords.net/events](https://masslandlords.net/events) for updates.

SOUTHERN WORCESTER COUNTY

Southbridge: Networking and Speaker

MON
12/06

Our next SWCLA event will be held Monday, December 6th. Check [MassLandlords.net/events](https://masslandlords.net/events) for updates.

MassLandlords Thanks Our Property Rights Supporters

Property Rights Supporters make monthly contributions earmarked for policy advocacy.

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

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EVENTS

Weekly networking and education at virtual events.



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Watch past events, learn about the laws, and access spreadsheets you can build on like our heat pump vs furnace calculator.



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