



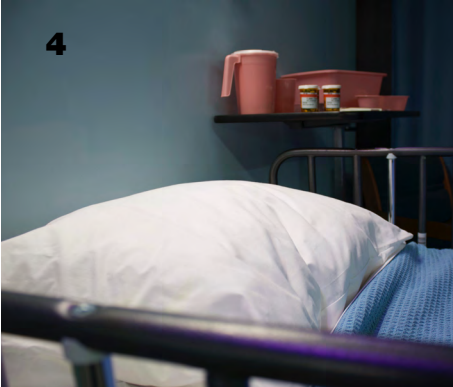
FEBRUARY 2022

**Landlords Association Files
Court Suit Against DHCD to
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**MassLandlords Testimony in
Opposition to An Act Enabling
Local Options for Tenant
Protections 192 H.1378 S.886**

**What to Do If a
Tenant Dies in
Your Rental, or
Plans To**

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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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LETTER FROM THE EXECUTIVE DIRECTOR

Fie on Housing Partisanship

Our Letter from the Executive Director for February 2022 focuses on rent control, right of first refusal, and the proposed Worcester eviction moratorium.



January 2022 was all about policy, with the team working to oppose rent control, right of first refusal, and a proposed eviction moratorium in Worcester. Also, we served our [lawsuit against the Department of Housing and Community Development](#) and prepared for that hearing.

Housing partisanship appeared to run rampant in January, beginning with a theatrical hearing on rent control and right of first refusal. Massachusetts operates on a two-year session. Two years ago, in January 2020, landlords arrived first but were made by Senator Crighton to speak last, and to an empty room. It was the same this year with Senator Jehlen. Landlords waited for over four hours to speak.

MassLandlords filed [testimony opposed to local control of housing policy](#), calling attention to studies of Massachusetts under rent control. The most damning argument against rent control is that people of color, who represented 24% of Cambridge, Boston, and Brookline residents, occupied only 12% of rent controlled units. When rent control was lifted, this disparate impact disappeared.

The reason for this is *systemic* (as opposed to personal) racism. People of color have been unfairly, disproportionately redlined out of credit building opportunities, excluded from educational opportunities and therefore income opportunities, and targeted for enforcement of drug law and evictions. [Landlords under rent control](#) waited for the best possible applicant. Unfairly, such applicants were disproportionately wealthy and/or white. This real data from Massachusetts is a good example of how housing policy requires smart people – renter and landlord advocates alike – to work together.

But renter advocates seem to have a blind spot for housing providers and relish in running us over. For example, I emailed my own city councilor, Etel Haxhiaj, to stop her proposed eviction moratorium for the City of Worcester. I said, "Now is the time to increase communication." Her reply does not merit inclusion in this newsletter. Council Haxhiaj has shut down the WTG Housing Group, the primary venue in Worcester at which landlords and renters formally collaborated.

Well fine, if renter advocates won't talk with us, we'll talk with judges. We know how to create better rental housing. The data can be used to sue for protections promised by the fair housing laws.

Switching gears: You may know I trained to be a rocket scientist (Massachusetts Institute of Technology MS 2006). In my spare time (five minutes each day) I have followed the work of the James Webb Space Telescope team, an international effort decades in the making. As of January 24, we (humanity) have deployed a massive telescope *perfectly*, one that may show us evidence of life elsewhere. ([Animation](#).) It goes to show that when we work together, across language and ideological barriers, we can accomplish incredible things for the benefit of all.

MassLandlords will keep advocating for you to create better rental housing for all. Please [join as a member](#), become a [property rights supporter](#), or increase your level of support.

Sincerely,

Douglas Quattrochi
Executive Director
MassLandlords, Inc

Point your camera
app here to read
more online.



What to Do If a Tenant Dies in Your Rental, or Plans To

By Kimberly Rau, MassLandlords, Inc.

At some point as a landlord, you may have a renter die during their tenancy. Here's how to handle it if someone passes away in your apartment.

Death is a part of life, albeit one that many people may prefer not to think about. However, you must be prepared for the possibility of a renter passing away on your property at some point in your tenure as a landlord. The more rental units you have, the greater the likelihood is that over the years one of your tenants may die in your rental property. The best time to prepare for an in-rental death is before it happens.

Content warning: This article discusses the logistics of a tenant dying in your rental unit and will cover suicide, homicide and other circumstances. It does not pertain to a tenant who dies in a hospital, hospice center or any other external setting.

Certain circumstances will require special handling. The death of your tenant may be unexpected, tragic or unnoticed for several days. You may find your renter has opted to die at home instead of in a hospital, nursing home or hospice center. A tenant's family may have arranged to have a home funeral. In this article, we'll discuss what (if anything) you need to do.

LANDLORD BEST PRACTICES (REGARDLESS OF HOW OR WHEN YOUR TENANT DIED)

When you learn that one of your tenants has died in your rental, there are a few things that you will need to do regardless of the circumstances surrounding their death.

In the simplest scenario, this is a death that you either have been expecting or are made aware of as soon as it happens. Perhaps the family let you know that their relative was approaching their last days. Maybe your tenant let you know that they were planning to pass away at home.

In this situation, the family is likely not taken by surprise and will inform you about what has happened. In other situations, you may be the one to have to call the police or reach out to your tenant's emergency contact. We'll examine those in a later section.



Your rental unit is your tenant's home. Knowing how to handle things if your renter dies in their apartment is an important part of being a landlord.

License: Alec Krum for Unsplash

Regardless, there are universal steps that you will have to take to ensure things go smoothly with your property, including the termination of the tenancy and working with the executor of your renter's estate. In every scenario, the assumption is that your tenant lived alone. A lease that still has adults on it after one tenant dies will not need to be terminated, for instance, meaning you may not need to complete all the outlined processes.

**STEP
1****OBTAIN OFFICIAL NOTICE OF YOUR TENANT'S DEATH**

It is important that you have a written notice of your renter's death before you move forward with getting the apartment ready for a new tenant. This notice may come from the decedent's next of kin or executor of their estate. If you are the one who has found your tenant's body, you will contact the police, who will notify the appropriate next of kin.

No matter how your tenant passed away, this written notice is what will allow you to start the process of terminating your tenant's lease and securing the property in a lawful manner.

If you learn of the death prior to receiving this written notice, you may go to the property to make sure all doors and windows are locked, but you should not touch any of the tenant's possessions or remove anything from the apartment. If police are involved, make sure they have cleared the scene and given you permission to enter before going inside.

**STEP
2****SECURE THE RENTAL UNIT**

Once you have received written notification of your tenant's death, your next action as a landlord should be to secure your property as soon as possible. This may go beyond simply making sure the doors are locked. If police are involved, you will need to wait until they release the scene before doing so.

If this is a death in which there will be no criminal investigation, you may generally secure the property as soon as you have been formally notified of the death. A post-mortem examination might be performed, but that does not necessarily prevent law enforcement from clearing the scene of death.

Securing the property means changing the locks so that no one can access the property without your knowledge. You don't know whom your tenant may have given a copy of their key to, and at this point, only authorized persons should be entering the rental unit. This will likely be you and the executor of your tenant's estate.

When you enter the rental to secure it, you will want to make sure any pets and support or service animals in the unit are taken care of. Do not leave them alone in the apartment. Perhaps the executor of the estate or your tenant's emergency contact can take them. If not, contact your city's animal control office for guidance.

Besides changing the locks, checking for safety issues and having any animals removed, you should not touch anything in the apartment. You do not want to be accused of stealing something from the deceased. If you are concerned, video record your actions as you secure the rental unit.

STEP 3**OBTAIN CONTACT INFORMATION FOR THE EXECUTOR OF YOUR RENTER'S ESTATE**

The executor of your tenant's estate will be your point of contact from here on out. They will handle the distribution of your renter's assets, settle any debts your tenant owed (that did not terminate upon their death) and work with you to terminate the lease.

It's important that you speak with this person as soon as possible. The executor of the estate may not be the same person your tenant designated as an emergency contact, but the emergency contact may know who the executor is. We recommend all landlords use our [rental application](#) (included with a MassLandlords membership), which requests tenants provide emergency contact information.

Exchange contact information (the executor should already have yours from the lease, but make sure). Get their name, a phone number and an email address. When you talk with them, work together to find a time for them to come and remove personal effects from the residence. Remember that whoever oversees the estate is also probably trying to make funeral arrangements and may not be immediately available for this project. Patience is key here.

If your tenant died without an executor, and no family comes forward, [a personal representative or a court-appointed representative](#) may take over handling the deceased's estate.

STEP 4**START WORKING TOWARD TERMINATING YOUR RENTER'S TENANCY**

It may surprise you to learn that your renter's tenancy does not immediately terminate upon their death.

If there are other adults on the lease, then the lease continues with the remaining renters. But if your tenant lived alone, the lease becomes part of their estate and is managed by the executor of the estate. This is one reason why it's so important to have contact information for this person. It's up to the executor of the estate to release the tenancy.

If your renter was a tenant-at-will – that is, they did not have a traditional lease and were renting on a month-to-month or weekly basis – then the notice of their death essentially serves as notice of termination. Under MGL Ch. 186 Section 12, “if the rent reserved is payable at periods of less than three months, the time of such notice shall be sufficient if it is equal to the interval between the days of payment or thirty days, whichever is longer.” In other words, if your tenant was renting on a month-to-month basis, you are entitled to the rent for the entire next month following the notice (MGL Ch. 186 Section 13). After that, the executor can sign the apartment back over to you.

STEP 5**RETURN YOUR TENANT'S SECURITY DEPOSIT**

If your renter paid a security deposit when they moved in, then that money becomes property of the estate when the lease or tenancy eventually terminates. Just as with any tenancy, whether you return the deposit depends on the condition of the apartment.

Make sure you follow all the rules for [returning a security deposit](#). Otherwise, you could end up in court facing treble damages and lawyers' fees for a misstep. If your tenant kept the place in good shape and all you found was reasonable wear and tear, then return the security deposit to the executor of the estate when the lease or tenancy is over.

If the apartment has damage that is not on your conditions statement and is not covered under “reasonable wear and tear,” then you will want to go through the proper channels to retain the appropriate portion of the security deposit. If your tenant died in a messy way or was not found for some time, you may be able to use the security deposit to go toward cleanup of the death scene, which can get expensive quickly.

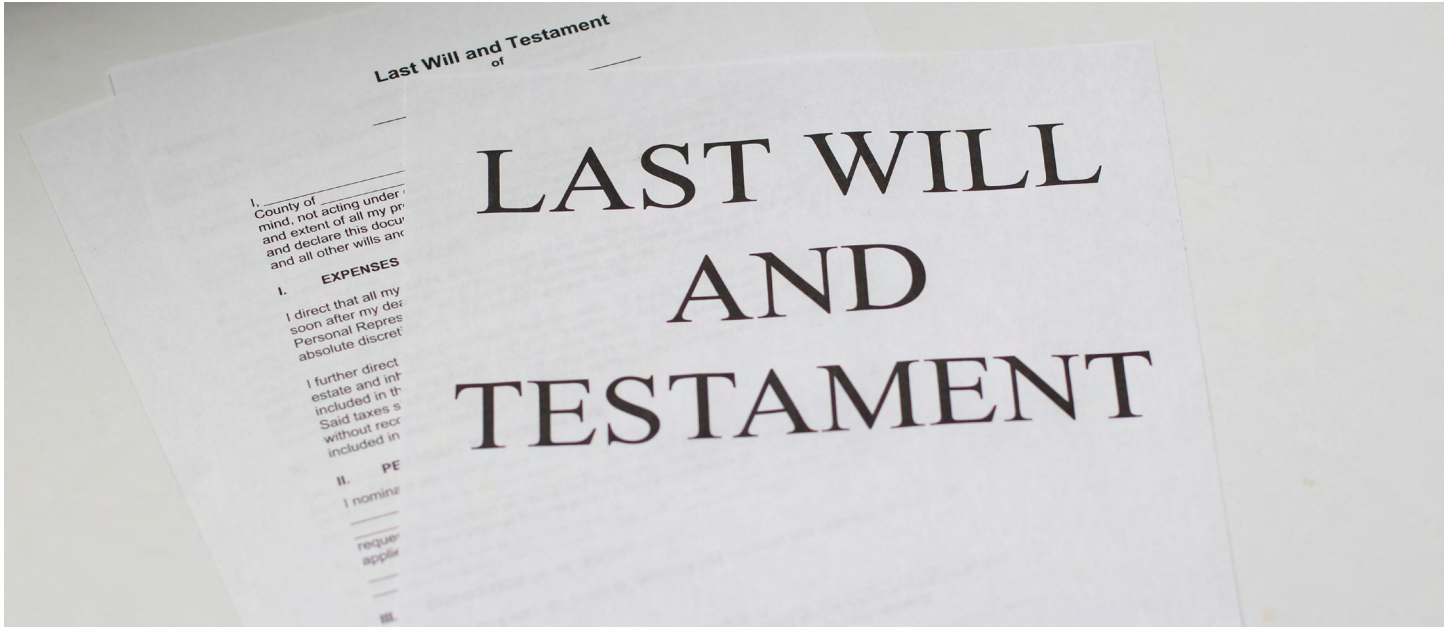
If you did not have your tenant sign a conditions statement, then you are not going to be able to withhold anything for damage done during the deceased's tenancy. However, you may be able to recoup some of the deposit for cleanup related to the tenant's death. This can get murky; someone may try to argue that damage from death could constitute reasonable wear and tear. Check with an attorney before proceeding if you are in doubt.

STEP 6**TAKE CARE OF ANY ABANDONED PROPERTY IF NECESSARY**

If your tenant designated someone to handle their affairs after their death, then you probably won't have to deal with items left behind in the residence once the lease is terminated. When you end the tenancy, you'll do a walk-through with the executor as part of settling the security deposit. This is the time to remind them that they need to remove your tenant's possessions if any remain.

Massachusetts, like most states, does not have specific laws for handling property after a tenant's death, so if you do find that personal effects have been left behind, follow the [state laws for abandoned property](#).

Tenant Death FAQ



Your tenant may have had a will that names the executor of their estate. This will be your point of contact for any lease-related concerns after their death.

WHAT IF MY TENANT OWED RENT WHEN THEY DIED?

According to [MGL Ch. 186, Section 6](#), a tenant who dies owing rent will have that debt passed on to their estate. Therefore, landlords may petition the estate to resolve the debt.

WHAT HAPPENS IF MY TENANT UNEXPECTEDLY DIES IN MY RENTAL?

If your tenant had their affairs in order prior to passing away, then you may not even hear about their death until you receive a call from the executor of the estate or receive the official death notice. In those cases, you probably won't need to do more than what has been outlined in the section above.

However, there are situations when a person dies without any forewarning, catching everyone off guard. If your tenant did not have close family or friends, was the victim of a crime or completed suicide, you may find yourself more involved than otherwise expected. Proceed with care and compassion if you find yourself in any of these circumstances.

WHAT IF ANOTHER TENANT OR I DISCOVER THE BODY?

Perhaps you show up to do a routine inspection and find that your tenant passed away shortly before your arrival. Or, maybe another renter was walking by and saw the door ajar, only to find their neighbor had collapsed in the entryway. What should you do?

Your first step is to call 911. The emergency operator will be able to guide you until the police arrive. Once the situation is in the hands of first responders, call your tenant's emergency contact and let them know what happened. Give them whatever information you can, including which police department is handling the scene and whether your renter has been transported to the hospital or the medical examiner's office. An unexpected death may warrant a post mortem examination, and the body will likely not be transported directly to a funeral home.

The officers on scene may also ask you for your tenant's emergency contact information. If they do, provide it to them. Remain on site until the police and other first responders are done and have removed the decedent from the premises. Do not touch anything in the housing unit or remove anything from the rental. Secure the unit as soon as the police allow you to.

Above all, try to remain calm. A recently dead body is not dangerous in most circumstances, but use gloves or other protective equipment if you must touch the body, especially if you do not know how the person passed away. This is especially important if you suspect a drug overdose has occurred, as fentanyl can be harmful or fatal even in small amounts and can be [transmitted through the skin](#). Wash your hands thoroughly afterwards, after removing your gloves.

If another tenant is the one who found the deceased, or if tenants from other units noticed the police and rescue presence and have questions, be reassuring but do not give too much information. Your tenant deserves dignity even in death, and their family still needs to be notified. Do not provide graphic details, and unless it is obvious a death has occurred, do not disclose that your renter has passed away until the family has been notified.

WHAT IF YOUR TENANT'S BODY HAS BEEN IN THE RENTAL AWHILE?

Sometimes, a tenant dies in rental housing and their death goes unnoticed for days or weeks. In rare occasions, a body may remain in a housing unit for months or years before it is discovered. Most landlords are going to investigate once the rent is late, but in this age of automatic payments, it could be awhile before the rent stops coming in.

In this worst-case scenario, you may not realize something is amiss until you notice secondary signs of your tenant's death. You, a neighbor or another tenant may notice the mail piling up. If your tenant had a pet, you may hear the animal barking or scratching at the door of the rental unit. You or someone else may also notice a bad odor coming from the apartment. Decomposition begins as soon as a person dies, and has an unmistakable smell. You may notice this odor within 24 to 72 hours after death, though certain factors can accelerate or slow down the decomposition process (e.g., a body in a hot, humid room is going to decompose faster than a body in a room with an open window during the winter).

If you believe there is a dead body in your rental unit, that constitutes an emergency and should justify entering the unit. [940 CMR 3.17, subsection 6\(e\)](#) details when a landlord may enter a tenant's apartment, including to inspect the premises and if you believe the unit has been abandoned by the lessee.

If your suspicions are correct, and your tenant has died in-unit, call 911 immediately. You can call your local non-emergency dispatch number if the person is clearly dead and has been for some time. They will handle assessing the situation and removing the body. You or the police should get in touch with your tenant's emergency contact, if any.

Once the body has been removed and the police have cleared the scene, move quickly to get the rental unit cleaned. Work with the executor of the estate (if any) regarding belongings. Some things may need to be thrown out (such as a mattress or piece of upholstered furniture that the person died on).

If your tenant dies in the rental and is found shortly after, getting the unit ready for the next renter may be as simple as airing out the unit and having it professionally cleaned as you normally would in between tenancies. However, if there has been decomposition in the apartment, you could be looking at a very expensive process.

Depending on where in the dwelling your tenant died, and how long they were left in the rental before being found, you may need to replace carpets, walls and/or flooring. Porous materials will absorb organic matter quickly, including the

bacteria responsible for the decomposition smell that may have alerted you to the death in the first place. You may also be dealing with an infestation of flies related to the decomposition. All of this must be cleaned and sanitized before anyone else can live in the unit.

Who pays for this cleanup, which could cost thousands of dollars? It depends on what's available. Your tenant might have had a rental insurance policy that covers biohazard remediation. It could be that your own property insurance will cover these costs after an unattended death, however, not all policies include biohazard cleanup. Check with your insurance adjuster if you are unsure. Finally, you may be able to use your tenant's security deposit toward the cleanup expenses. Depending on the costs involved, which will vary by situation, you may use all or some of these avenues to get your apartment back to a state that is compliant with the state sanitary code.

WHAT IF MY HOUSING UNIT IS THE SCENE OF A CRIME?

If your tenant has died tragically as the result of a crime, expect the police to be involved. If you discover your tenant has passed away, call the police as you would in any other circumstance. Defer to law enforcement about contacting next of kin or the emergency contact. They may ask you for that information, or ask you to call.

Until the police clear the scene and give you permission to enter, you will not be able to move anything or do much with the rental. When you have clearance, proceed alongside the executor of the estate regarding the housing unit and your tenant's belongings.

Your insurance may cover the costs of crime-scene cleanup, but others may not. Depending on the nature of your tenant's death, this could be a costly endeavor. You should be able to put your tenant's security deposit toward the cost of biohazard remediation. Check with an attorney if you are unsure of your next steps.

WHAT IF A TENANT COMPLETES SUICIDE IN THE APARTMENT?

[Suicide is a leading cause of death in America](#). In 2019, 47,500 people died from suicide, more than double the number of homicides in the same year. People attempt and complete suicide for many reasons, and it may be impossible to know that someone is struggling and considering suicide until after they have passed away. Suicide is not a crime in Massachusetts, but stigmas surrounding mental health and suicide may prevent someone from seeking help.

If you are the one who finds your tenant after their death, call 911 as you would in any other circumstance. Let the police handle contacting your tenant's next of kin, as suicide is a particularly sensitive matter. This may be a traumatic circumstance for you. If you find yourself struggling in the days after discovering a death in your rental, consider speaking with a mental health professional.

Even if your tenant's death was self-inflicted, the police will likely treat the death as suspicious until a medical examination rules it as a suicide. This may not always be obvious; [less than half](#) of the people who are planning to take their own lives leave a note.

In some cases, you may need to hire a professional cleaning service after a suicide. Again, your renter's security deposit may be applied toward any damage that resulted from the death, but if you are uncertain, check with an attorney.

If you or someone you know is struggling with suicidal ideation (thoughts of suicide) or suicidal behaviors, call the National Suicide Prevention Lifeline at 1-800-273-TALK.

WHAT IF MY TENANT IS PLANNING TO DIE AT HOME?

Statistically, 20% of people die at home, though when surveyed, 80% of Americans said they would [prefer to pass away in their home](#).

If your renter is terminally ill, they may spend their final days in a nursing home or hospice center. Or, they could elect to remain at home, under the care of family, hospice nurses or a combination of providers.

WHAT IF MY TENANT IS PARTICIPATING IN A HOSPICE PROGRAM AND PLANS TO DIE IN THE RENTAL?

There are outside hospice facilities, and some hospitals have units dedicated to hospice care. However, hospice services can also occur in-home.

If your tenant has a terminal illness and has elected to die at home under a hospice program, then they will have medical staff checking in on them regularly. This means that when they pass away, a medical professional will be aware of their death and will guide the family on their next steps.

Patients with terminal illnesses and a prognosis of six months or less to live may elect to participate in a hospice program. The goal of hospice is to keep the patient as comfortable as possible, allowing them to pass away peacefully and without "heroic measures" (resuscitation attempts such as chest compressions, CPR or other medical interventions). This is different from palliative care, which can take place alongside curative treatment and typically takes place in a hospital setting.

Depending on how often you speak with your tenant, you may not be aware that they have entered a hospice program. The first you hear of it may be when you are contacted about their death. However, if you are made aware of your renter's situation, find out if there is anything you can do to help make their transition easier. Even something as simple as designating a parking spot for a regular caregiver can help provide peace of mind.

MEDICAL AID IN DYING, RIGHT TO DIE, ASSISTED SUICIDE

Formerly called physician-assisted suicide, [medical aid in dying](#) is allowed in some form in 11 states, and Massachusetts is considering its own ["right to die" legislation](#). However, for the time being, Massachusetts has no legislation allowing a terminally ill patient to end their own life.

CAN MY TENANT LEGALLY HAVE A HOME FUNERAL IN A RENTAL UNIT I OWN?

Until the late 19th century, all funerals were "home funerals." Most people died at home, and were laid out in their home for the visitation prior to their funeral service and burial. By the mid-20th century, however, the home funeral had become much less popular. The funeral industry is a multi-billion-dollar business. As of 2020, the average traditional funeral (calling hours, embalming, casket, transportation, burial, service fees, etc.) cost between \$7,000 and \$12,000, with [a median funeral price of \\$7,848](#).

In recent years, people have begun to look for ways to honor their loved ones without paying for all the trappings of a traditional funeral, many of which are not necessary (including embalming, except under certain circumstances). Cremation is more popular than ever before. Nineteen states in the U.S. now allow [alkaline hydrolysis](#) (a water-based alternative to cremation); three permit [human composting](#). And Americans are starting to slowly re-embrace the concept of the home funeral, meaning you may someday encounter this situation as a landlord.

Under state law, you are [not required to use a funeral home](#) as an intermediary when making final arrangements for yourself or a loved one. You do need permits to transport a body and have it cremated or buried, however a funeral home does not have to be involved in obtaining those permissions. The executor of the estate or next of kin can manage the paperwork. You may take your loved one's body home and prepare it for its final disposition on your own (burial or cremation must occur in [properly licensed crematoriums or cemeteries](#), however).

Chances are, if your tenant's family has opted for a [home funeral](#), they will already be educated on what this entails (including how to properly keep a body cool until it is buried). Many people having home funerals utilize dry ice to keep a body cool. If your renter's family is planning to use something else (such as ice and a drainage catchment for the water), make sure they have a plan for that. Otherwise, unless you have a specific health or safety concern, you should leave the family to say goodbye to their loved one.

DO I NEED TO TELL PEOPLE THAT SOMEONE DIED IN MY APARTMENT?

Some states require you to let potential tenants know (disclose) if someone died in the apartment they want to rent. [California requires disclosure](#) of any death in the housing unit in the past three years, except where it is otherwise protected by law. Georgia requires property managers, realtors and landlords to disclose this information, but only if they are asked directly. In Connecticut, you do not have to volunteer such information, but a potential lessee can request a disclosure about certain types of deaths.

Massachusetts has no such laws. [MGL Ch. 93, Sec. 114](#) states that whether a property is “psychologically impacted” is not relevant to a real estate transaction. Therefore, sellers, landlords and property managers are not required to disclose whether the property was the site of a suicide, homicide or other death. They are also not required to disclose whether the property is allegedly haunted.

That said, property managers, landlords and other real estate professionals are not allowed to lie or misrepresent facts surrounding a property. If someone asks you if anyone was murdered on the property, and the answer is yes, the most you can do is tell them that you are not required to disclose that.

LANDLORD BEST PRACTICE: KNOW AND SUPPORT YOUR TENANTS

It may seem that when it comes to a tenant’s death, there’s a lot that is out of your hands as the landlord. That makes sense, as death is a deeply personal process that our modern society has trained us to keep largely private. The idea of dying at home is unusual to some people. While gaining gradual popularity, the concepts of caring for a body at home and home funerals are practically unheard of in many circles.

However, as a landlord you can still show your support in many ways. Check in with your tenants regularly. When you receive the rent, occasionally ask how they’re doing (“Is there anything in the apartment that needs attention?” is a good opener). If you haven’t heard from someone in a while, a quick phone call or email can go a long way toward opening the lines of communication.

If you have multi-unit properties, encourage your tenants to keep an eye (not spy) on each other. The tenant who tells you, “Usually I see Mrs. Smith getting the mail every day when I walk my dog, but she hasn’t been out at all this week,” could be doing you both a favor. Maybe Mrs. Smith is just on vacation; maybe she’s in distress. Either way, you can try to call and check in on her. If you are worried, you can call the police (not 911; use your local department’s non-emergency dispatch number) and ask them to conduct a well-check for you. You may want to meet them at the unit with keys, if possible.

If you know your tenant is terminally ill, reach out to them and find out what they need. The answer may be “nothing.” But even the act of asking shows you’re empathetic and compassionate toward their situation.

TENANT DEATH CONCLUSION

At MassLandlords, we are emphatic that landlording is a business, and that your tenants are not your friends. However, that doesn’t mean that you should check your humanity at the door. Everyone deserves empathy and care, especially during difficult times. Your tenant’s family may never have met you before. They might not have known your name prior to losing their loved one. Dealing with death can be mentally, financially and physically difficult. Keep in mind these best practices and do your best to help everyone live and, when necessary, die respected and cared for.

Point your camera app here
to read more online.



Article You May Have Missed The Bellus Lawsuits: Denying Leases for the Wrong Reasons Can Send Landlords to Court

Bellus Real Estate is bringing landlords throughout the state to court, alleging that certain housing providers are unlawfully denying tenancies to addicts in recovery.

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

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Landlords Association Files Court Suit Against DHCD to Enforce Public Records Request

**December 20, 2021
FOR IMMEDIATE RELEASE**

CAMBRIDGE, Mass.—MassLandlords, Inc., has filed a petition in the Superior Court of Suffolk County asking the court to enforce a request for public records from the state Department of Housing and Community Development (DHCD) that could shed light on the agency's distribution of Covid-related federal rental assistance funding.

A high percentage of households in the state that have applied for pandemic-related rental assistance have been denied by Regional Administering Agencies (RAAs) overseen by DHCD, either for lack of information on their applications, or in some cases because the applications simply “timed out” without cause.

MassLandlords, Inc., is seeking data from DHCD that may provide clarity as to: 1) the reason for a high percentage of application denials and time-outs; 2) whether some applications have been rejected on illegitimate grounds; and 3) whether rental assistance application approvals and denials are tracing trends of systemic racism or other forms of discrimination.

MassLandlords has submitted public information requests to DHCD on several occasions, beginning in June 2021, and has been repeatedly denied access to the information it seeks. The DHCD is an agency in the Executive Office of Housing and Economic Development.



President Lyndon B. Johnson signs the Fair Housing Act (Title VIII of the Civil Rights Act) on April 11, 1968, legally prohibiting housing discrimination based on race, religion, national origin, family status and other protected classes. Image: CC BY-SA 4.0 Wikimedia Commons.

IN COMPLIANCE WITH THE FAIR HOUSING ACT?

MassLandlords, Inc., is a statewide association based in Cambridge, representing housing providers and vendors. The association, through its communications, events and operations, supports fair and equitable rental housing throughout the state. The MassLandlords Board of Directors unanimously voted to approve the petition.

Specifically, the MassLandlords petition aims to determine whether the DHCD is distributing rental subsidies in a manner that affirmatively furthers fair housing in compliance with Title VIII of the federal Civil Rights Act of 1968 (the [Fair Housing Act](#)).

In mid-2021, it came to the attention of MassLandlords that an astonishingly high percentage of applicants for rental assistance have been “timed out” by RAAs for non-substantive reasons, and effectively denied funding that could keep them in their homes. In March 2021, DHCD reported 57% of applicants for RAFT and ERMA assistance had been timed out. In June 2021, records showed that 67% of applicants had

been timed out (5,453 out of 8,146 applications). And in September 2021, timed out applications were at 33% (5,619 out of 16,774 applications).

Through an analysis of demographic data and RAA applications, MassLandlords has reason to believe that a disproportionate percentage of rejected rental assistance applications were submitted by people of color, immigrants, families with children and people with disabilities.

MassLandlords seeks to determine if these suspicions are true, and if the thousands of timed-out applications have errantly led to tenants being wrongly evicted, by comparing the addresses of rejected applicants with addresses of tenants who are defendants in eviction court cases (public record).

These addresses (but not names) of rejected rental assistance applications are the main subject of the MassLandlords public records request. Without these addresses, it may not be possible to discern whether rental assistance has been unjustly and disproportionately denied to people of color.

REPEATED REJECTIONS, SAME LANGUAGE

MassLandlords has been repeatedly turned down by DHCD for requests of information that could show: 1) reasons for application closures; 2) the numbers of applications rejected due to missing information that may indicate national origin, family status, disability or other statuses; and 3) RAAs' efforts to reach out to applicants whose applications were closed for being incomplete, using methods and languages accessible to the applicants. Each of these requests was met with the identical response by DHCD that the office "has no responsive records nor the data that would allow it to provide the information you are seeking."

The DHCD, in other correspondence, has claimed that the addresses sought by MassLandlords are personal data whose release is not legally authorized. However, as MassLandlords defines in the petition, the addresses it seeks

(specifically those of defendants in summary process cases) are public records, available via the trial court. Furthermore, it states, the Supreme Judicial Court has held: "Where the public interest in obtaining the requested information substantially outweighs the seriousness of any invasion of privacy, the private interest in preventing disclosure must yield." MassLandlords is not seeking the names of the holders of addresses denied rental assistance funding; it seeks only addresses.

Finally, MassLandlords argues in its suit that the public's right to know if the state is disbursing public funds in an efficient and law-abiding manner supports its request for data that will help determine if that is the case.

pandemic through cumulative stimulus bills. As of December, the DHCD had [distributed \\$411 million](#) through temporary rental assistance programs RAFT, ERMA, ERAP, HomeBASE and others. That leaves almost half of federal funds still available, even while more than half of all applicants have been denied funding or timed out.

MassLandlords seeks to know why so many applications for rental assistance from households in need have been rejected, leading in some cases to evictions and the loss of homes. The Superior Court petition aims to enforce the release of data that would help inform the public as to why this has happened.

NEARLY HALF OF APPLICATIONS REJECTED

Massachusetts has received some \$800 million from the federal government to help people pay rent during the

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MassLandlords Testimony in Opposition to An Act Enabling Local Options for Tenant Protections 192 H.1378 S.886

This is an excerpt of 19 pages of testimony opposed to rent control submitted during the January 11, 2022 hearing. This excerpt focuses on 192 H.1378 S.886.

The following testimony specifies opposition, by MassLandlords, Inc., to the proposed legislation, An Act Enabling Local Options for Tenant Protections 192 H.1378 S.886. This bill is proposed by representatives Mike Connolly and Nika Elugardo.

This legislation would legally re-enact rent control statewide, a failed policy that was attempted in Cambridge, Brookline and Boston from the 1970s to the mid-1990s. In 1994, a statewide ban on rent control, Chapter 40P, was enacted via referendum.

To attempt now to rewind the clock and again enact rent control laws would be to invite the same failed policies that inspired the need for Chapter 40P originally. Studies and experience have shown that rent control policies reduce housing and rental housing stock overall, deter maintenance of housing, discourage investment in new housing and force small rental property owners out of the market – all opposite outcomes of what is needed.

A well-known case of rent control disaster is memorialized on Magazine Street in Cambridge and [detailed here](#). The case of homeowners Helen and Peter Petrillo ended in a fatal heart attack for Peter immediately following a dispute with the Cambridge rent control board over a basement apartment in the couple's three-decker that would have cost them tens of thousands of dollars. Helen Petrillo eventually won their case, but a sign standing in front of the house remains as a reminder of rent control's deleterious effects.

The Petrillos were only one example of property owners who suffered great loss in the failed experiment to control rental rates in Massachusetts.

The following points represent our testimony in opposition to proposed changes to Title VII, Chapter 40P, the Massachusetts Rent Control Prohibition Act.

OPPOSED TO BILL TITLE CHANGE – 40P ALREADY ALLOWS RENT CONTROL

We are opposed to the Section 1 proposal to change the title of Ch. 40P to the TENANT PROTECTION ACT. The fact is that Ch. 40P already allows rent control. Any city or town in Massachusetts is allowed under current law to exercise rent control for apartments renting for less than \$400, *as long as* the municipality reimburses the owner for the difference between market rent and the controlled rent price. The original bill title, while deficient, is more accurate than the proposed title and should remain in place.

OPPOSED TO CHANGES TO LOCAL CONTROL, WHICH MAY WORSEN HOUSING INEQUITY

We are opposed to proposals to replace Ch. 40P, SECTION 2 sub-sections emphasizing and allowing local rent control. Dividing a statewide issue into local control can be problematic on many levels. Enabling local control to address the statewide problem of unaffordable housing could exacerbate the problem, and will promote inequitable housing prices from community to community. Any action, including restrictive zoning, that needlessly and unhelpfully restricts housing supply, should not be tolerated, let alone written into law. This is one reason why the state legislature enacted the Housing Choice Act earlier this year.

OPPOSED TO SUBSECTION 4: ANTI-DISPLACEMENT ZONES, AN INVITATION TO REDLINING

We oppose the SECTION 2, subsection 4, proposal allowing “anti-displacement zones,” in which municipal governments could opt to regulate rent and eviction specifically in designated areas with low-, moderate- or middle-income residents at risk of displacement. This proposal would be akin to encouraging the racist former practice of “redlining,” by allowing towns and cities to literally draw a red line around poor areas, and exempting wealthy areas from regulation. The disparate impact on people of color would be profound and would represent a big step backwards in achieving equitable housing.



caption: Peter Petrillo died of a heart attack after being ordered by the Cambridge rent control board to jack up this building. This intersection was named for him and his widow.

OPPOSED TO SUBSECTION 4(D): OPTIONAL, NOT MANDATORY – A PATH TO REPEATING RENT CONTROL ABUSES OF 1970S–90S

Subsection 4(d) states: “Any city or town that adopts this section *may* (emphasis added) ensure that dwelling units governed by such measures are only eligible for those individuals or households who meet income-based eligibility requirements as provided for by the city or town.” This subsection is clearly an attempt to correct past failings of rent control by means testing, because too many rent controlled dwellings during the 1970s–‘90s iteration of the law were occupied by wealthy residents, including a mayor (Cambridge Mayor Ken Reeves, 1992 to 1995, lived in a spacious rent-controlled apartment) and a judge (state Supreme Court Justice Ruth I. Abrams also lived in rent-controlled housing).

The flaw with this suggested subsection is that it allows the *option* of means testing with the word “may” instead of requiring it with the word “shall.” This was one of the most flawed deficiencies of former rent control laws. To attempt to correct it by voluntary compliance shows that these proposed changes to Ch. 40P were written in ignorance and without due attention to context.

OPPOSED TO SUBSECTION 4(E): RENT CONTROL BOARDS, ONE OF THE WORST PROVISIONS OF PAST RENT CONTROL LAW

We oppose the recommended change in subsection 4(e), allowing towns and cities to establish boards to oversee local rent and eviction regulation. During rent control of the 1970s through ‘90s, local boards were increasingly appointed to govern rent control. These boards levied notoriously stringent regulatory thresholds for landlords, and were, according to anecdotal testimony, rife with corruption and favoritism.

Stories abound from property owners who became caught up in rent control boards’ bureaucratic webs and lost thousands, or their property, or both.

Jim Regan, a longtime landlord in Boston, well recalls the rent control decades and the board appointed to oversee rent control laws. “You were petrified [to go before the board],” he said, as reported in [this article](#). “I remember, for example, a fridge would break down, you’d have to go out and buy a new refrigerator. It would take you three to six months to get a decision whether or not you could get more money because you put a new refrigerator in there.”

For the above reasons, we strongly believe that the proposed law, 192 H.1378 S.886, should not be considered nor enacted by the state legislature.

OPPOSED TO JUST CAUSE EVICTION, ANOTHER FORM OF RENT CONTROL

We strongly oppose the proposed law’s suggestion, in subsection 5, of enacting just cause eviction protection. Just cause eviction is simply another form of rent control. As practiced, just cause eviction makes it difficult or impossible to evict tenants who refuse to pay a rent increase, as explained in [this article](#). The Just cause eviction provisions attempt to enumerate all the possible reasons that a tenancy may be terminated, but does not include refusal to pay a rent increase. In other words, within the provisions of just cause eviction, a landlord has no recourse if a tenant does not agree to pay the increase. This is tantamount to telling a property owner that they are not allowed to raise the rent and charge their tenant the higher rate – that the current rent is frozen and not subject to market forces.

It is impossible to thoroughly anticipate all the possible reasons why a tenancy might fail, as just cause eviction attempts to do. This is why the legislature created the tenancy at will, which allows an owner to terminate for no fault.

The suggestion to enact just cause eviction as part of the proposed legislation is another reason why bill 192 H.1378 S.886 should not be considered nor enacted by the state legislature.

OPPOSED TO SHARING NOTICE TO QUIT INFORMATION, A LEGALLY QUESTIONABLE FORM OF COMPELLED SPEECH

Subsection 6, which addresses Notices to Quit, reiterates the inclusion of a verbatim statement in any Notice to Quit, as follows: "THIS NOTICE TO QUIT IS NOT AN EVICTION. YOU DO NOT NEED TO IMMEDIATELY LEAVE YOUR UNIT. YOU ARE ENTITLED TO A LEGAL PROCEEDING IN WHICH YOU CAN DEFEND AGAINST THE EVICTION. ONLY A COURT ORDER CAN FORCE YOU TO LEAVE YOUR UNIT." The requirement for property owners to utter this verbatim language to tenants is akin to compelled speech. In theory, compelling someone to say something – and conversely, barring someone from saying something – are not legal actions and are under protection of the federal First Amendment. However, cases of compelled speech being allowed do exist in recent jurisdictional history.

Nonetheless, this compelled speech is legally shaky at the least, may be subject to legal challenges and bears watching.

OPPOSED TO SUBSECTION 6(B): CONTRADICTION BETWEEN PERSONAL INFO VS. PRIVATE DATA

Subsection 6(b) outlines a concerning contradiction, stating both that personal identifying information on a notice to quit would be kept confidential by any officials with the executive office of housing and economic development and the chief officer of the municipality; yet may also be shared, "to the extent permitted under federal law," with regional administering agencies (RAAs) or housing consumer education centers (HCECs) "for the purposes of providing housing stability resources (emphasis added) to tenants at risk of eviction."

Either a notice to quit is considered a debt collection document for legal purposes, and therefore cannot be legally shared with a third party, or it is not a debt collection document, in which case it is public record. Personal identifying information on notices to quit cannot be both legally private and shared with third parties such as HCECs.

The above outlined examples of legal inconsistency and careless consideration add to our conviction that the proposed law, 192 H.1378 S.886, should not be considered nor enacted by the state legislature.

OPPOSED TO RENT ROLL BACKS, A WAY FOR MUNICIPALITIES TO CANCEL CONTRACTS AND INVALIDATE INVESTMENTS

We oppose the recommendation in Subsection 7 advocating for rolling back rental amounts in rent-controlled units to the monthly rate that was charged 12 months prior to a municipality's acceptance of this ordinance.

Imagine a property owner who just finished investing in improvements to rental properties on the basis of offsetting some of the cost with recently raised rent revenue. Now that property owner is ordered to lower rents back to their former rate, potentially losing tens of thousands of dollars per order of the municipality.

Landlords would rightfully be outraged by this compelled revenue forfeiture and it would result in numerous legal challenges.

Further, this provision would require a town or city to nullify and rewrite legally established contracts, a legally questionable action in itself in this setting.

Finally, as with other forms of rent control, this proposed ordinance would have a similar effect of deterring rental upkeep and renovations.

OPPOSED TO LOCAL REGULATION OF MOVE-IN FEES, A RECIPE FOR ENSURING HIGHER RENTS

In addition to rent control, this proposed legislation also promotes local regulation of move-in fees, allowing tenants to make installment payments for last month's rents and security deposits. The potential problems with this proposal are many, foremost the increased risk for landlords of opening a lease with a fraction of a security deposit and last month's rent in hand. In such cases, the monetary incentive is removed for tenants to comply with lease provisions, to care for the dwelling and to remain through the lease duration.

This provision would also result in higher rents as landlords forgo the risk of unpaid-up-front security deposits and last month's rents and make up for it in an increased rental price. This is already taking place as landlords are increasingly moving away from security deposits, and raising rents to cover the equivalent cost, due to the monetary risks and confusion built in to the existing security deposit law. Adding an installment option to last month's rents would multiply the trend.

To replace a security deposit and last month's rent within the monthly rental price would equal an increase of 16%, or 1/6 (2/12) of annual rent. For an apartment renting for, say, \$1,500, that equals a \$240 hike per month.

OPPOSED TO LOCAL ESTABLISHMENT OF ANTI-DISPLACEMENT ZONES, A PRECURSOR TO HOUSING DISCRIMINATION

As stated above, the allowance of designating anti-displacement zones enables a regression to racist redlining practices of the past by empowering town and city government officials to draw highlighted barriers around poor neighborhoods and marginalizing them from wealthy and high-opportunity areas.

Subsection 9 of the proposed legislation recommends precisely that practice by allowing municipalities to establish anti-displacement zones either community-wide or by piecemeal as it sees fit. New construction would not be exempt from such designation.

In light of above reasons, separately and in total, we believe it is clear that the proposed law, 192 H.1378 S.886, should not be considered nor enacted by the state legislature.

RETURN TO RENT CONTROL IS NOT THE ANSWER

Rent control is not the answer to a shortage of housing in Massachusetts, nor is it an effective measure for increasing affordable housing. Our past attempts at implementing rent control, in the 1970s into the 1990s, has demonstrated its fecklessness in addressing the housing conundrum.

Worse, the rent control legislation being proposed is written in a way that would result in duplicating the most poignant failures of that former ineffective experiment.

BETTER SOLUTIONS TO HOUSING SHORTAGE

Alternatively, MassLandlords recommends a two-tiered approach to alleviating the housing crisis and encouraging growth in affordable housing statewide.

First, in the short term, MassLandlords is suing the Department of Housing and Community Development to enforce a release of public records that would shed light on the agency's uneven and confusing distribution of federal emergency rental assistance funding. We hope the data that we seek might provide information that could assist agencies in correcting and improving rental assistance so that more renters can remain in their homes.

Secondly, and in the long term, MassLandlords has long advocated for reform of the state's zoning laws. Specifically, we promote reform of outdated single-family zoning laws. Property owners who choose to should be allowed to construct multi-families or accessory dwelling units on their property as long as their plans comply with building code. Homeowners who choose to have a single-family house on a lot with several acres should be free to, of course. But those who choose to benefit by offering housing options on their lots should have that option too.

Single-family zoning laws disallow such options. By doing so, these laws deter growth in affordable housing that could be substantial.

There is no shortage of examples of other states and communities across the United States taking such steps to reform single-family zoning. California and Oregon lead the way among states creating laws intended to expand housing through zoning reform.

[California has passed](#) a slew of recent bills, packaged as [Building Opportunities for All](#), that allow property owners to subdivide parcels in two in order to build extra dwellings, such as duplexes and ADUs. Another bill gives municipalities the option to rezone neighborhoods in transit-rich and/or urban/infill areas to allow increased density of up to 10 homes per parcel. Other new laws in California allow residential housing to be built on commercially and retail-zoned properties, enable housing density increases, and provide support for affordable housing projects, among other measures.

Oregon passed a law in 2019 disallowing cities with populations of more than 10,000 people from preventing duplex and townhouse construction on single-family zoned land.

In 2020, Minneapolis, Minn., became the first major U.S. city to ban single-family zoning in every neighborhood as part of its [Minneapolis 2040](#) comprehensive plan. The policy bans the prohibition of building duplexes and triplexes on single-family zoned land citywide. Washington, D.C., has taken recent steps to allow the construction of ADUs in most residential zones.

In Massachusetts, the [Housing Choice Law](#) passed in 2020 was a start. We urge our legislators to seek zoning reform similar to that in other states and that extends Housing Choice Law provisions instead of considering ineffectual rent control policies such as the one currently proposed.

Bill 192 H.1378 S.886 would only move us backward in the pursuit of housing for everyone.

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REGIONAL



FEBRUARY 2022

Upcoming events
See details under each region

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



MARCH 2022

Upcoming events
See details under each region

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

STATEWIDE VIRTUAL MEETING

Rent Control Theory, History, and Talking Points for Massachusetts

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- First, second, and third generation schemes for price controls.
- Economic data from Massachusetts, Finland, and other studies.
- Evidence of housing shortage, disparate impact under rent control.
- Ways to help others understand rent control and the alternatives.

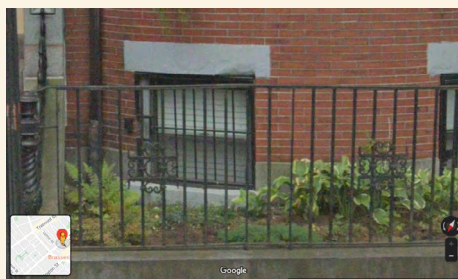
Attendees will leave knowing more about the history of rent control in the commonwealth, as well as how best to oppose rent control when speaking with legislators or even advocates.



MassLandlords Executive Director
Doug Quattrochi



During Rent Control: A window at 326 Shawmut Ave, Boston circa 1990 to 1993



Shawmut Ave nowadays is in good repair (Google Street View, 2018)

This presentation will be given by **Doug Quattrochi**, Executive Director, MassLandlords, Inc. Doug was a founding member of MassLandlords in 2013. He became the association's first Executive Director under new bylaws in 2014. Since then, he has scaled the organization from a core of 160 members in Worcester to approximately 2,500 dues paying businesses from Pittsfield to the Cape, and from an all-volunteer team to approximately 20 full and part-time staff plus 50 volunteers. Doug has been instrumental in advancing democratic governance mechanisms, including score voting for policy priorities and a staggered and democratically elected Board of Directors. Doug also oversees the RentHelper spin-off, which is expanding access to electronic banking for those of us who are unbanked or underbanked. Prior to MassLandlords, Doug held leadership roles in various Massachusetts startups, two of which are still operating. Doug holds a Master of Science in Aerospace Engineering from the Massachusetts Institute of Technology.



Erin Zamarro of A.A. Zamarro Realty will moderate networking time.

You can volunteer for a future event.

Networking time for this event will be moderated by **Erin Zamarro**. Erin lives and works in Worcester. Erin is a real estate broker at A.A. Zamarro Realty, an independent brokerage which has operated in the Worcester residential and commercial real estate markets for over 50 years. Our office frequently works with buyers and sellers of investment property. Erin is a Certified Massachusetts Landlord™ as well as a member of the National Association of Realtors. Erin received a B.A. from Holy Cross and an M.B.A with a concentration in Marketing from Clark University.

Members register for no charge 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.

THURSDAY, FEBRUARY 10TH**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 Rent control
 - 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: Rent Control Virtual Meeting
February 10, 2022 Time: Feb 10, 2022
05:00 PM Eastern Time (US and Canada)

Join Zoom Meeting <https://us02web.zoom.us/j/88905341000>

Meeting ID: 889 0534 1000 Passcode: Will be emailed and viewable [online](#).

Dial by your location:

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

Meeting ID: 889 0534 1000 Passcode: Will be emailed and viewable online
Find your local number: <https://us02web.zoom.us/j/88905341000>

PRICING

Open to the public. Membership is not required!

- Contemporaneous participation:
- Public: \$21
- Members: No charge. Registration is required.

This event will not be recorded.
Slides and handouts if any will be uploaded to [Rent Control](#).

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

The 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](#).

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

Outlook users: add [our event calendar to Outlook](#).

STATEWIDE VIRTUAL MEETING**Security Deposits, Last Month's Rent and Move-in Monies**

TUE
02/15

This presentation will teach how to take move-in monies as a landlord in Massachusetts. We will discuss the four allowable charges:

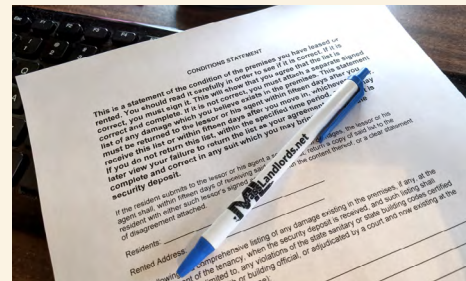
- First month's rent
- Last month's rent
- Security deposit
- Locks

Security deposits are one of the primary liabilities for Massachusetts landlords. If you make a paperwork mistake, you might owe your renter **three times the amount of the deposit plus attorney's fees!** But we'll show you how to protect your property with a deposit, and how to protect your business with bulletproof compliance.

We will compare and contrast security deposits with last month's rent.

Can you charge a pet deposit?
Application fee? Amenity fee? Attend and ask why not.

Attendees will leave knowing what Massachusetts law requires when taking move-in monies and how to operate with peace of mind.



You'll be ready to take a fully compliant security deposit after this training



Attorney Katherine Higgins-Shea of Lyon and Fitzpatrick will be presenting

This presentation will be given by attorney Kate Higgins-Shea. Attorney Higgins-Shea is a partner at Lyon & Fitzpatrick, LLP in Holyoke. Her practice concentrates on housing, representing landlords and property managers in civil and eviction cases. She also represents court-appointed receivers. She has been instrumental in developing our rental forms and has been a long-time contributor at MassLandlords Greater Springfield.



Dana Fogg will moderate networking time.

[You can volunteer for a future event.](#)

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 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!](#)

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TUESDAY, FEBRUARY 15TH

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 Security Deposits, last month's rent, and move-in monies
- 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.
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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: Security Deposits and Move-in Monies Virtual Meeting

February 15, 2022 Time: Feb 15, 2022 05:00 PM Eastern Time (US and Canada) Join

Zoom Meeting <https://us02web.zoom.us/j/84628059213>

Meeting ID: 846 2805 9213 Passcode: Will be emailed and viewable online

Dial by your location:

- +1 301 715 8592 US (Washington DC)
- +1 312 626 6799 US (Chicago)
- +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: 846 2805 9213 Passcode: Will be emailed and viewable [online](#). Find your local number: <https://us02web.zoom.us/j/84628059213>

PRICING

Open to the public. Membership is not required!

- Public: \$21
- Members: \$7

This event will not be recorded. Slides and handouts if any will be uploaded to [Security Deposits](#).

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

The 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.](#)

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

Outlook users: add [our event calendar to Outlook.](#)

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

SUN
02/27

SUN
03/06

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 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, FEBRUARY 27TH, 2022 AND SUNDAY, MARCH 6TH, 2022

Virtual Course Agenda

Sunday, February 27th, 2022

- 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
 - paint (Legal highlight)
 - Utilities
 - Bones vs surfaces
 - Amenities
 - Repairs and renovations
 - Durable vs beautiful
 - What if I'm stuck with what I've got?
- 9:20 - Sales and marketing 101 for rental property managers
 - Marketing rentals
 - Sales process
 - Staying organized
 - Branding a small business

- Getting more or fewer calls
- Tips and tricks
- 10:05 - Break
- 10:15 - Applications and screening
 - Criminal, credit, eviction
 - Discrimination (legal highlight)
 - Tenant Screening Workshop
- 11:20 - If time allows, start Rental Forms
 - Lease vs Tenancy at Will
 - iCORI
 - Eviction notices
- 12:15 - End Day One, course resumes the following Sunday

Sunday, March 6th, 2022

- 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
- 10:15 - Legal Matters finish
- 11:00 - Maintenance, hiring, and operations
 - Keeping the rent roll and expenses
 - Filing taxes
 - To manage or not to manage
 - Tenants as customers
 - Notifying tenants
 - Extermination
 - Monitoring contractors
 - Lease violations and conflict resolution
 - Record keeping
- 11:50 - Overview of books and resources for further education
- 12:00 - Review of unanswered questions
- 12:15 - End Day Two and End Course

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

Participation is Easy

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

Virtual Meeting Details (hosted by Zoom)

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

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

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

Topic: Crash Course Virtual Meeting
February 27 & March 6 Time: Feb 27, 2022 08:30 AM Eastern Time (US and Canada) Every week on Sun, 2 occurrence(s) Feb 27, 2022 08:30 AM Mar 6, 2022 08:30 AM

Join Zoom Meeting <https://us02web.zoom.us/j/81936808884>

Meeting ID: 819 3680 8884 Passcode: Will be emailed and viewable [online](#).

Dial by your location:

+1 346 248 7799 US (Houston)

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

Meeting ID: 819 3680 8884 Passcode: Will be emailed and viewable [online](#).
Find your local number: <https://us02web.zoom.us/j/kdlg7AEsUL>

Please note: The above Zoom information is intended for ticket 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.

This event will not be recorded.

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](#).

[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 to iCal](#).

Outlook users: [add our event calendar to Outlook](#).

BERKSHIRE COUNTY

BOSTON, CAMBRIDGE, SOMERVILLE

CENTRAL WORCESTER COUNTY

Wanted for Guarantee: Worcester Studios and One Bedrooms

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

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

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

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

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

**CHARLES RIVER (GREATER WALTHAM)
GREATER SPRINGFIELD
LAWRENCE
METROWEST**

Marlborough: Three Lesser Known Legal Approaches for Dealing with Tenants During the Current RAFT and Covid Climate

TUE
02/08

Join us for our February MWPOA event where you will learn about three lesser known legal approaches for dealing with tenants during the current RAFT and Covid climate. This presentation will be given by Attorney Mark Burrell and will include a question and answer session.

This will be both an in-person and Zoom meeting at the same time. Please let us know if you'll attend either in-person or by Zoom. Remember that all in-person attendees should be either fully vaccinated or have had a negative test within 72 hours of the meeting. Please bring your vaccination card or test results.

For all who are members of the MWPOA (Metrowest Property Owners Association) there will be no charge. For members of other Masslandlords Groups there will be a \$7 charge for a Zoom pass.

TUESDAY, FEBRUARY 8th MetroWest Property Owners Association Meeting Agenda

- 6:00pm Networking Starts
- 6:30pm Business Update
- 6:45pm Meeting Starts
- 8:00pm Meeting Ends

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

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

In Person Location
[Marlborough Fish and Game](#)
1 Muddy Ln
Marlborough, MA 01752

FOOD

- Dinner will be provided
- Pricing & RSVP

Open to the public! Membership is not required. ***MWPOA Members***

RSVP by emailing your full name to
Laurel.newlakeview@yahoo.com

PRICING

- [MassLandlords.net/MWPOA](https://masslandlords.net/MWPOA) Members pay \$100 annual MWPOA dues and each meeting is free, just RSVP!
- Zoom ticket - Public and Members other than MWPOA: \$7

If you purchase the Zoom ticket or are an active MWPOA member the Zoom meeting information will be sent by email on the day of the event. You can also find the details online at <https://masslandlords.net/events/password> a few days before the event.

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

This event is operated by volunteers.

NORTH SHORE

NORTHERN WORCESTER COUNTY

RAFT: What You Need to KnowTHUR
02/10

This month we will hear from the Central Massachusetts Housing Alliance (CMHA) to receive training on Residential Assistance for Families in Transition (RAFT). Learn about the services CMHA provides, how to apply and what you need in order to get the rent paid.

Recognizing the dignity of all, CMHA leads a collaborative response to homelessness that fosters long-term housing stability through prevention, quality services, education and advocacy.

Meetings are open to the public! In-person tickets are \$20. Zoom tickets are

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

THURSDAY, FEBRUARY 10th**NWCLA Meeting Agenda**

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

- 7:00pm Dinner, Networking & Presentations
- Networking draws from 25 towns including Fitchburg, Gardner, Leominster, Athol, Holden, Ayer, Orange, Ashburnham, Spencer, Ashby, Lunenburg, Townsend, Westminster, Princeton, Sterling, Lancaster, Shirley, Groton, Pepperell, Winchedon, Templeton, and Hubbardston.

In Person Location
British American Club
1 Simonds Road
Fitchburg, MA 01420

FOOD

- Dinner will be provided.

PRICING

NWCLA Membership not required! Open to the public.

- In person ticket - Public and Members other than NWCLA: \$20
- Zoom ticket - Public and Members other than NWCLA: \$10
- MassLandlords.net/NWCLA members: pay annual NWCLA dues, then free for Zoom or In Person

If you purchase the \$10 Zoom ticket or are an active NWCLA member the Zoom meeting information will be sent by email on the day of the event.

This event will be recorded and accessible for active NWCLA members only at <https://www.nwcla.com/members/meeting-recordings/>.

**MEMBERSHIP BENEFITS****RENTAL FORMS**

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

**LEGAL STANDING**

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

**EVENTS**

Weekly networking and education at virtual events.

**CERTIFICATION**

Become a Certified Massachusetts Landlord™.

**HOME DEPOT SAVINGS**

Members save on most items at Home Depot stores and online, including appliances, lighting, lumber, hardware, paint and more.

**COLLECT CHECKS ONLINE**

Virtual office manager free trial at RentHelper.

**SERVICE PROVIDER DIRECTORY**

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

**VIDEOS, ANALYSIS, & SPREADSHEETS**

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

**CREDIT SCREENING COUPONS**

Save on SmartScreen credit reports.

**MESSAGE BOARDS**

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

**SEARCH EVICTIONS**

Search eviction records by address for acquisition due diligence.

**ENTITY FORMATION SAVINGS**

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

SIGN UP AT

<https://masslandlords.net/join/>

MassLandlords
One Broadway, Floor 14
Cambridge, MA 02142

SUBSCRIBE TODAY

Perfect to share at the office.

Membership + print delivery \$190 per year
(add print delivery to existing membership
\$90). Mail your check to MassLandlords,
PO Box 844570, Boston, MA 02284-4570
or join online at masslandlords.net/join.

Support better housing policy and housing
journalism in Massachusetts.