

MARCH 2022

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**Renters Insurance:  
Can Landlords Legally Require  
it? What About Pet Insurance?**

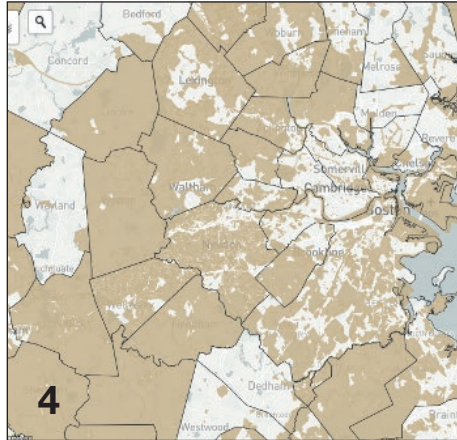
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**Notes from Boston Eviction  
Moratorium Appeal Hearing  
January 19, 2022**

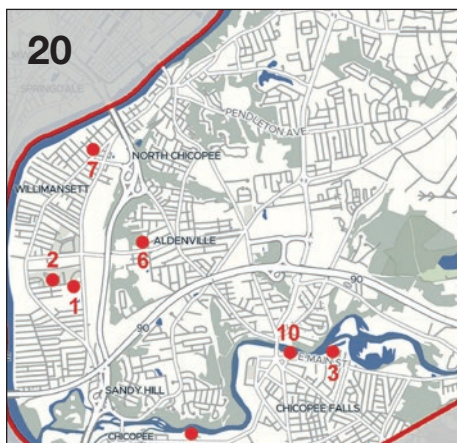
**Local Control of  
Housing Policy:  
A Bad Idea**  
**An Open Letter to the Joint  
Committee on Housing**

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ON APPEAL FROM A JUDGMENT OF THE HOUSING COURT EASTERN DIVISION	
8	BRIEF OF AMICUS CURIAE MASSLANDLORDS, INC.





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#### LETTER FROM THE EXECUTIVE DIRECTOR

# Creating Better Rental Housing

**Our Letter from the Executive Director for March 2022 discusses our opposition to local rent control and right of first refusal, gives an update on our public records lawsuit and provides some business updates.**



In February 2022, our initiatives all moved forward. We started our broadcast communication opposed to local rent control and right of first refusal. We opposed a motion to dismiss our rental assistance public records lawsuit. And we moved forward with new member signups, our partner association re-contracts and more.

Advocates of rent control and right of first refusal sense strong statewide opposition to their schemes. For this reason, all of their bills this session are "local control" proposals. The thought is, "let us set our own housing policy." This is a flawed strategy.

Rent control has a strong stabilizing effect on anyone lucky enough to have an apartment the day the law is passed. But unfortunately, rent control hurts everyone else forever after. Nothing is more clear than the disparate impact signal, which we detail in this month's Open Letter to the Joint Committee on Housing.

We're serious about equal housing opportunity, which is why we opposed the state's motion to dismiss our rental assistance public records lawsuit. In an affidavit I provided to our legislative affairs counsel, I detailed the discouraging story of how even I have been wrongly "timed out." If it could happen to me, with all my knowledge and connections, no wonder it happened to 75,000 others.

This story was picked up by Jason Law at Boston25. We had the opportunity to be on TV twice that day. WCVB ABC 5 helped a grieving family get back their security deposit. I did not enjoy pointing out that landlord's uncaring and unlawful mistakes. But we as an industry should, and will, continue to hold ourselves to a high standard.

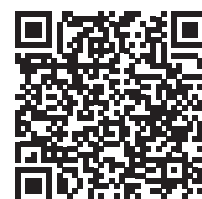
We launched our new dues schedule and join page in December. In February, we studied early results and partially revamped this page. Further feedback is always welcome at [hello@masslandlords.net](mailto:hello@masslandlords.net).

Our four partner associations at this point are all either signed on or intending to sign on again under the new dues schedule.

I would love to see a future where renter advocacy organizations and MassLandlords collaborate on zoning reform. We have so much work to do – so much housing to create – it really can be discouraging to read the partisan proposals constantly put before the legislature. On top of this, we need to do it all without greenhouse gas emissions. The work before us is daunting. We are working toward a time when housing providers are looked to for solutions instead of blamed as problems.

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.

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Stay safe,  
**Douglas Quattrochi**  
Executive Director,  
MassLandlords, Inc.

# Local Control of Housing Policy: A Bad Idea

## An Open Letter to the Joint Committee on Housing

“Why do you care and what is it your business what Michelle Wu does to provide affordable housing in Boston?” is the question of the day from Jim Braude, Boston Public Radio.

The Joint Committee on Housing will report a slew of bills on rent control (H.1378, H.1440, H.3721, H.4229, S.886, S.889) and right of first refusal (S.890, H.1426, H.4208) between March 1 and May 9. These bills would ask the legislature for local or “home rule” permission to amend state law within city limits to enact rent control and right of first refusal policies. These bills represent a

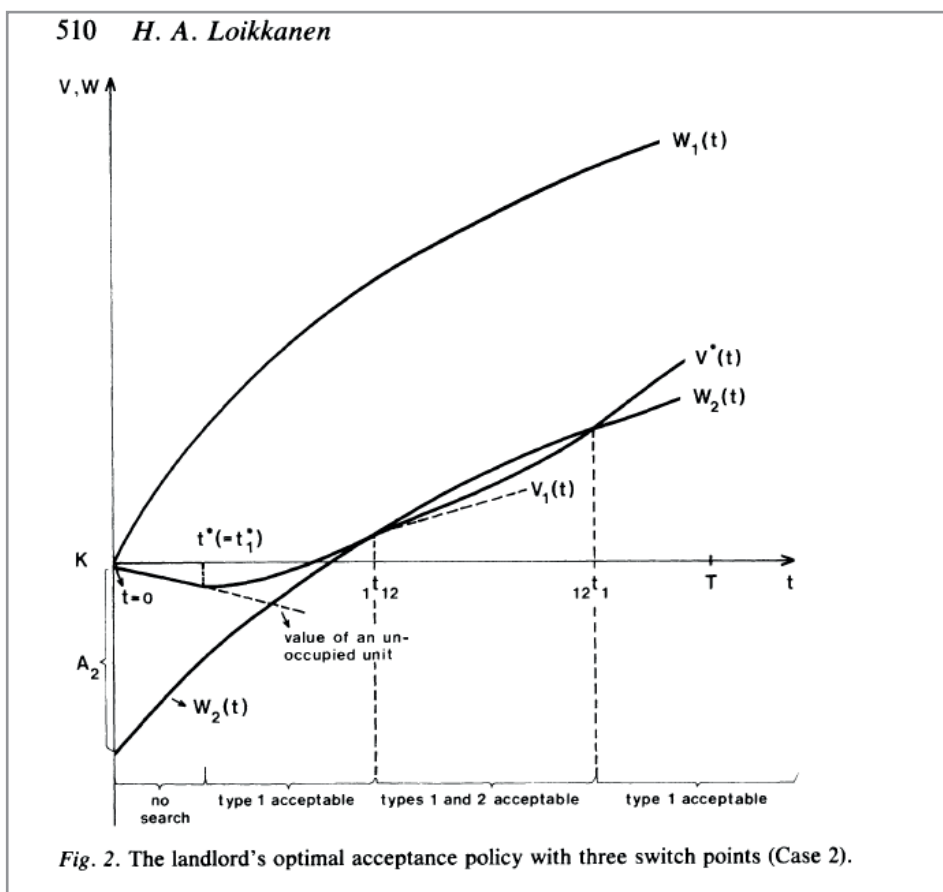
crisis in policy education. **This is not a letter opposed to rent control or right of first refusal** (although we do oppose both policies). **This is a letter opposed to local control of housing policy.**

### THREE PROBLEMS WITH LOCAL RENT CONTROL

During a Jan. 12, 2022, interview on Boston Public Radio between Jim Braude and Rep. Mike Connolly (Middlesex), Jim asked, speaking to a hypothetical legislator outside of Boston, “**Why do you care and what is it your business what Michelle Wu does to provide affordable housing in Boston?**”

1.) As we hope you will recall, **rent control was repealed in 1994** by statewide ballot initiative. The issue then was the perception that rent control in Cambridge, Brookline and Boston artificially suppressed real estate prices, assessments, and local tax revenue there. This resulted in **increased state aid to these communities** relative to communities that had not adopted rent control. An opponent of rent control would have described it as akin to allowing Cambridge to shoot itself in the foot while other towns paid for the ambulance.

2.) What we also knew at the time, but which was less pressing then than now, is that **rent control decreases housing supply**. Tenants stay longer in rent-controlled units. These controlled units are then effectively off the market. The numbers vary by study. A 2009 study by the American Institute for Economic Research showed the end of rent control was “associated with a 6% point increase



You don't need to understand this graph to know that we're serious about opposing rent control. Loikkanen (1985, Academy of Finland) proves why rent control created disparate impact.

in the probability of a unit being a rental.” One study, extrapolated to today’s demographics, shows that applying rent control would be equivalent to a 16,000-unit reduction in Boston alone, and would **result in spiking rental prices in surrounding towns.**

3.) The final point is something we have learned since rent control was repealed in 1994. David Sims (2007, Brigham Young University) found a disparate impact effect predicted two decades earlier by Heikki Loikkanen (1985, Academy of Finland): ***Rent control had unintendedly exacerbated systemic racism***, even in the presence of strong protections in the commonwealth against personal racism. Landlords under rent control, who could only charge so much for rent, held their

units vacant longer, to wait for a tenant with better credit, higher income, less criminal history and fewer evictions. As you know, there is an unfair **black-white gap** in all four of these metrics:

The Economic Policy Institute shows that 2018 median household income nationally was \$41,692 for black households<sup>1</sup> and \$70,642 for white households. ApartmentList shows black households are more than twice as likely to be evicted<sup>2</sup> as white households. The Urban Institute shows 21 percent of black households have a FICO credit score above 700<sup>3</sup>, whereas 50 percent of white households do. And a report from the Sentencing Project shows African Americans constitute 53 percent of drug convictions<sup>4</sup>, despite representing 14 percent of drug users.

**During rent control in Massachusetts, people of color occupied 12% of controlled units, despite representing 24% of the community. When rent control was repealed, this disparity disappeared.**

Local control is not the answer to housing policy. We can agree that no town should be able to enact Jim Crow or segregation laws. That’s explicitly racist. Well, no town should be allowed to enact rent control either; absent a complete redress for systemic racism on rental applications. That’s a real hard problem that is not close to being solved by any of the rent control bills, or any other bill, before the legislature.

And we’ll add: single-family zoning is the root cause of the problem and the epitome of local control. That, too, should be viewed critically.

<sup>1</sup> <http://clickmetertracking.com/epi-income-racial-gaps>

<sup>2</sup> <http://clickmetertracking.com/apartmentlist-black-white-evictions>

<sup>3</sup> <http://clickmetertracking.com/urbaninstitute-black-white-credit-scores>

<sup>4</sup> <http://clickmetertracking.com/sentencingproject-black-drug-convictions>

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## SINGLE-FAMILY ZONING MUST BE REFORMED

***Property owners who choose to should be allowed to construct multi-families or accessory dwelling units (ADUs) 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 design, these laws were put in place to prevent black and brown people from living in good neighborhoods. And for a century, single-family zoning has deterred growth in affordable housing that could have been substantial. Our housing crisis has worsened each year since, and has landed disproportionately on Bay Staters of color.

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

California has passed<sup>5</sup> a slew of recent bills, packaged as Building Opportunities for All<sup>6</sup>, 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 gentle 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 gentle density 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<sup>7</sup> 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<sup>8</sup>, passed in 2020, was a start.

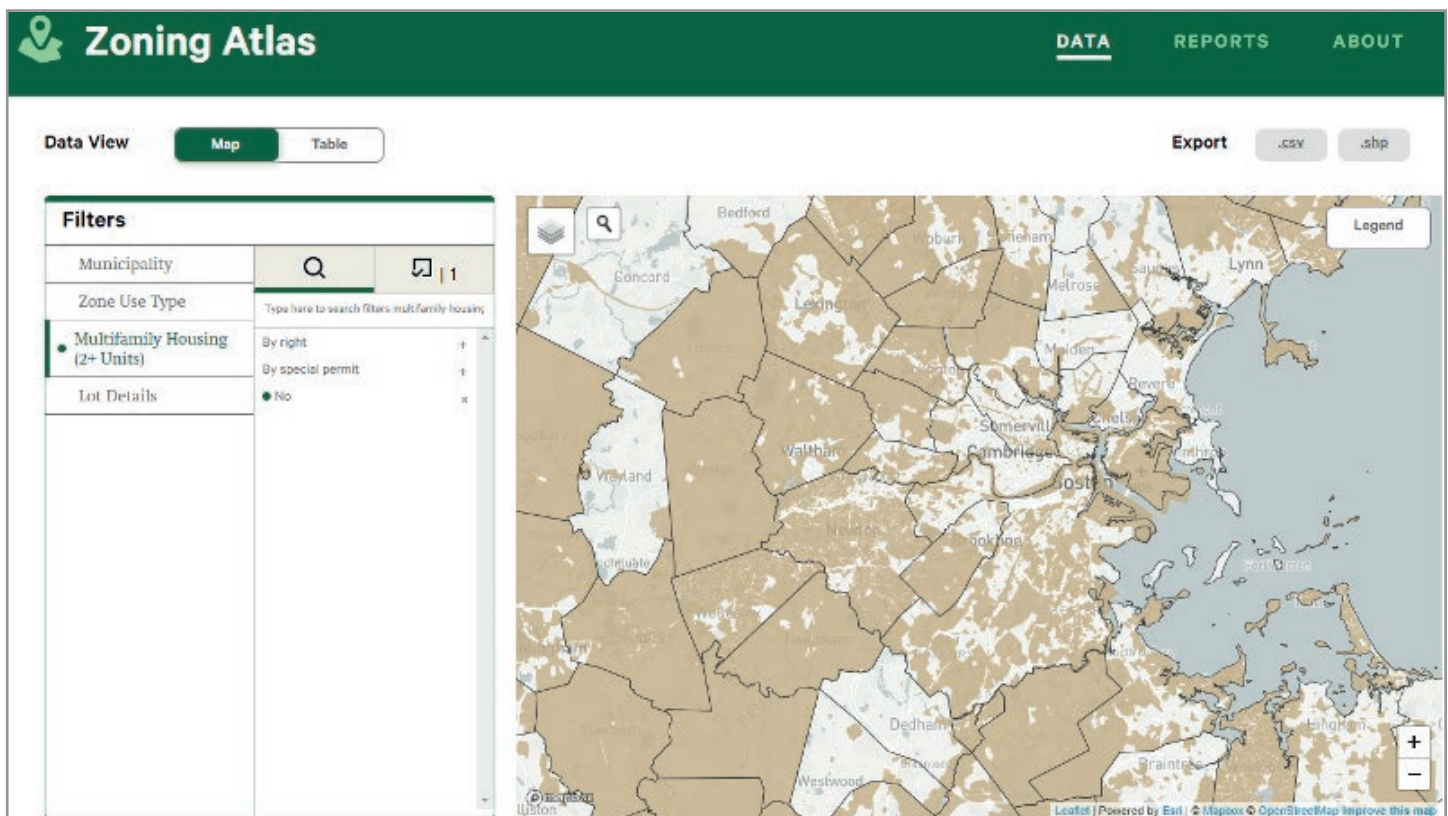
Now in Massachusetts, many (especially those who advocate for rent control) are uncomfortable with how markets work. To reform single-family zoning is not to say that the market should be entirely deregulated or that housing should be

<sup>5</sup> <https://masslandlords.net/two-new-california-laws-aim-to-boost-housing-supply/>

<sup>6</sup> <http://clickmetertracking.com/ca-gov-housing-bills>

<sup>7</sup> <http://clickmetertracking.com/Minneapolis-2040-comprehensive-plan>

<sup>8</sup> <http://clickmetertracking.com/ma-housing-choice-law>



The MAPC Zoning Atlas shows that huge swaths of areas perceived as dense no longer allow creation or restoration of 2+ units on a single lot (brown), even with special permission. More than half of Boston is now effectively single family.

a free for all. On the contrary, markets can fail in ways with clear externalities (e.g., greenhouse gas emissions) and must be regulated.

We urge our legislators to seek zoning reform similar to that in other states and that extends Housing Choice Law provisions.

### IF THE LEGISLATURE WON'T FURTHER REFORM ZONING, PREVENT RENT CONTROL, COURTS WILL DECIDE

With the data available publicly, any rent control system would be immediately challengeable under Title VIII of the federal Civil Rights Act of 1968 (the Fair Housing Act). It doesn't matter which buildings are exempt or not, or whether the allowable rent increase is above or below CPI. These refinements are the proverbial rearranged deck chairs on the Titanic. Rent control is not a solution on any scale.

Depending on how MassLandlords brings any case, the impact could be far broader than just overturning rent control. Based on the history and data available to us today, an argument could be brought to invalidate rent control and single-family zoning in a single action. That's how bad local control of these exclusionary policies has proved to be.

Local control must never exclude: Local control has been used to reduce supply, drive people out of town and make housing more expensive everywhere else. As Dr. Martin Luther King, Jr. wrote from jail, "Injustice anywhere is a threat to justice everywhere." We must work diligently to eliminate systemic racism in Massachusetts and to correct the housing market by statewide – not local – action.

For further investigation of zoning and the hidden way it makes even dense-looking neighborhoods effectively single family (in the event of a fire, the

multifamily cannot be rebuilt), we refer you to the [MAPC zoning atlas](#)<sup>9</sup>. This master database of Greater Boston zoning lays bare the problem for all to see.

We would be happy to discuss these issues with you any time, either one-on-one or among you and your colleagues.

Sincerely,

Eric Weld

Journalist, Writer, and Editor

Douglas Quattrochi

Executive Director, MassLandlords, Inc.



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<sup>9</sup> <http://clickmetertracking.com/mapc-zoning-atlas>



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# MassLandlords: Don't stop landlords from trying to recover owed rent from the pandemic

By Kimberly Rau, MassLandlords Inc.

## Amicus brief filed by MassLandlords argues that the act establishing the eviction moratorium specifically did not restrict a landlord from attempting to recover rent

In late 2021, the Massachusetts appeals court heard *Sanchez v. Collins*, a case that sought to determine whether a landlord had the right to bring nonpaying tenants to court for breach of contract under the eviction moratorium. MassLandlords filed an amicus brief in September 2021 in response, arguing that the legislation imparting the moratorium specifically stated landlords could still attempt to recover rent.

Chapter 65 of the Acts of 2020 officially established a moratorium on evictions in Massachusetts. However, Section 3(f) of Chapter 65 stated that “nothing in this section shall relieve a tenant from the obligation to pay rent or restrict a landlord’s ability to recover rent.” In the brief, attorney Peter Vickery argued on behalf of MassLandlords that this verbiage specifically allows a landlord to take action to recover owed rent, even if the tenant could not be evicted.

“If the Legislature had intended to merely confirm a landlord’s right to recover rent it would have done so,” Vickery wrote. “But it did not. Rather, it provided the landlord’s ability to recover rent.”

Vickery went on to remind the court that the inclusion of the word “ability” should not be interpreted to mean anything other than its standard definition; in other words, while a landlord could not evict a nonpaying tenant, they should be able to take them to court for breach of contract and attempt to recover lost funds.

“If a court were to dismiss a landlord’s separate action or consolidate it with a summary process case (suspended pursuant to Chapter 65), it would thereby restrict the landlord’s ability to recover rent,” Vickery continued. “To be clear, it would not restrict the right, but it would very much restrict the ability. Restricting the ability in this way would be contrary to the clear intent of the Legislature.”

The brief continued by stating that Chapter 65 makes clear that the tenants still have an obligation to pay their rent during the moratorium. Reading it in the present tense, Vickery argued, means that it must be interpreted as the tenants’ obligation to pay rent was ongoing, not deferred until the moratorium was lifted.

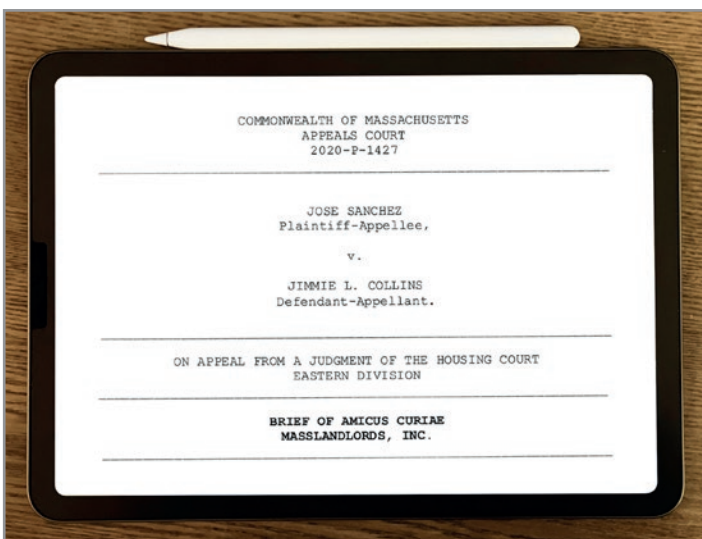
“When the Legislature intended to postpone obligations...it did so expressly,” Vickery wrote, referencing a subsection that deferred toll deadlines. If a tenant’s obligation to pay rent is ongoing, he argued, then so is the landlord’s ability to attempt to recover rent.

Vickery further noted in the brief that former landlords would not be able to use summary process action to get owed rent awarded to them. If a tenant moved out during the moratorium, the landlord could not make use of a summary process. This leaves landlords without a way to get an award for lost rent, unless they can sue for breach of contract.

“[Former landlords] will be without remedy, which is an outcome the Legislature did not intend,” the brief concluded.

Court records show the last action on the case was taken in December 2021, when the court was waiting on a response from the plaintiff. [M](#)

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The amicus brief filed by MassLandlords encouraged the court to allow landlords to attempt to recoup lost rent from the pandemic. License: CC by SA 4.0 MassLandlords Inc.



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# Renters Insurance: Can Landlords Legally Require it? What About Pet Insurance?

By Eric Weld, MassLandlords, Inc.

**Renters insurance is a good idea for both tenants and landlords, but requiring tenants to buy insurance may not be legally advisable.**

The question of renters insurance and whether it can be legally required as a condition of starting a lease in Massachusetts is open to debate. The letter of the law leaves this point vulnerable to different interpretations and case precedents are few, as we will examine below.

The practice of requiring new tenants to buy renters insurance coverage as a condition of opening a lease is not uncommon, but is it legal? Especially when a renter has a pet, many landlords want their new tenant to carry liability insurance to cover any potential property damage caused by the animal, as well as injuries – from a dog bite, for example – to visitors to the property. Some require the purchase of liability insurance as a move-in condition for renters with pets.

Regardless of the law or legal interpretations, buying renters insurance is a good idea. That much is not disputed among home providers and advisers. And many landlords would prefer that their tenants purchase insurance coverage, to protect their personal possessions and to minimize liability in the case of a mishap in or around the rental.

## IS IT LEGAL IN MASSACHUSETTS TO MANDATE RENTERS INSURANCE?

A strict reading of M.G.L. 186, sec. 15B, the Massachusetts Security Deposit Statute, explicitly states that there are four fees that landlords and property

managers are legally allowed to collect from new lessees: 1) first month's rent; 2) rent for the final month of the lease; 3) a security deposit equal to or less than the first month's rent; and 4) payment for the purchase and installment of a new key and lock.



**Dogs will be dogs. Renters insurance may not cover property destroyed by the resident pet that belongs to the renter, but it will likely cover pet-damaged property belonging to visitors in the rental. (image: CC BY-SA 4.0 Wikimedia)**

This law states by inference that collecting payment from a prospective tenant to pay for renters insurance purchased on behalf of the tenant is unlawful because it would be payment in excess of the four upfront fees allowed. The law also states that the practice of charging an additional “pet security deposit” is illegal.

This reading of the law would equate such additional fees to charging an application fee, move-in fees or

amenity fees, all of which are illegal in Massachusetts.

A legal precedent in this case provides a basis for future decisions. Hermida v. Archstone is a 2011 class action suit argued in U.S. District Court, D. Mass., in which the plaintiffs, Maeve and Jefflee Hermida, sued Archstone Reading properties for charging renters an amenity fee as a condition of moving into apartments at several locations. The Hermidas paid \$475 as part of their move-in fees, a charge that Judge William G. Young ruled violated Ch. 186, sec. 15B.

Judge Young cited the law's four allowed move-in fees, stating clearly that charging an additional fee, such as an amenity fee, pet fee or move-in fee, as a required condition of starting the lease, is illegal.

In another precedent case, Perry v. Equity Residential Management L.L.C., U.S. District Court Judge Rya Zobel applied a strict reading of Sec. 15B, invalidating Equity's practice of charging application fees, amenity fees and pet fees as move-in conditions for new tenants.

While these court decisions may have stopped many landlords and property management companies from charging amenity or other move-in fees for services such as a community pool, fitness center, laundry facilities or a media center, questions remain.

And however unequivocal the security deposit statute may seem, it doesn't clearly address a lease provision that requires a tenant to procure their own renters insurance policy without money exchanging hands between the tenant and landlord. Nor does it address a circumstance in which a property owner builds

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the cost of additional insurance coverage for renters into the monthly rent.

### WHAT ABOUT REQUIRING TENANTS TO BUY THEIR OWN RENTERS INSURANCE?

There is scant case history explicitly addressing the practice of requiring new tenants to buy their own renters insurance.

However, in a 2012 case in federal district court of Massachusetts, Judge F. Dennis Saylor cited the right of a landlord or property manager to require tenants to purchase liability insurance. The case involved seven tenants who sued their landlord, Simpson Financing Limited Partnership, which owned a building called the Highlands at Dearborn (Peabody), where the plaintiffs lived.

At the start of the lease, Simpson Partnership had required the plaintiffs to purchase liability insurance for at least \$25,000 in coverage, and advised that they also purchase coverage for their personal contents, which most of them did. Simpson also informed the plaintiffs that they could either purchase their own insurance policies in the coverage amounts specified, or be added on as insureds to a policy owned by Simpson, and pay the extra coverage amount as part of their rent. They all agreed to the latter option.

Later, when the building caught fire, the plaintiffs' belongings were destroyed and their insurance coverage was paid as guaranteed by the landlord's insurance company. However, the plaintiffs sued Simpson, arguing several lawful breaches, including a violation of M.G.L. Ch. 186, sec. 15B, the law restricting additional upfront lease fees.

The plaintiffs' chief complaint was that the landlord was negligent in storing a pile of highly flammable mulch near the dwelling, which became the source of the fire when a cigarette was inadvertently discarded near it.

Judge Saylor ruled in favor of Simpson for the sec. 15B charge, stating that "Simpson could legally require that plaintiffs purchase liability insurance." The court also added that the landlord could have mandated that the

plaintiffs (tenants) purchase their own property insurance.

Furthermore, Judge Saylor ruled that Simpson was not committing a legal violation by giving the plaintiffs the option to be added to the existing insurance policy and to pay the additional charge as a part of their rent.

### NO BINDING CASE PRECEDENT

Lower federal court decisions (other than the U.S. Supreme Court) are not considered to be binding on state courts. Therefore, the Simpson Partnership case is not a strictly binding precedent, though it may be used as a persuasive decision.

In other words, if you end up in court being sued for a violation of M.G.L. 186, Ch. 15B, for requiring your tenants to buy insurance to cover their personal belongings, the Simpson case cited above may not offer a conclusive precedential argument.

Still, considering the above cited cases together can provide a framework for landlords and property managers thinking about mandating renters insurance.

Requiring your tenants to pay up front, outside of base rent, for renters insurance purchased by the landlord on their behalf is a clear legal violation and could carry severe penalties. This may include repayment of any illegal fees charged, along with robust interest and attorney's fees. Requiring illegal fees can also be judged as a violation of M.G.L. 93A, the Massachusetts Consumer Protection Act.

This also pertains to the practice of charging a per se pet security deposit, or any upfront fees meant to cover potential damage caused by a pet.

However, mandating that tenants purchase their own renters insurance, for liability or coverage of personal possessions, as a condition of starting a lease, may be within legal territory.

### DIFFERING OPINIONS AMONG ATTORNEYS

Opinions among attorneys vary slightly, but there is consensus to interpret this issue conservatively.

Kate Higgins-Shea, an attorney with Lyon & Fitzpatrick in Holyoke, Mass.,

who focuses partly on landlord-tenant and housing law, advises against requiring renters insurance as a move-in condition in all cases.

"I read this law very conservatively," said Higgins-Shea, who regularly advises her clients on the topic. "I suggest not requiring renters insurance. You can strongly encourage it, you can make a suggestion." Even in the case of mandating renters to buy their own insurance with no money paid to the landlord, "I still read it the same," she said. "You're still requiring the tenant to pay somebody." M.G.L. 186, ch. 15B states that it is illegal to charge any move-in fees beyond the four specified. "It doesn't stipulate whom to pay the fee to," notes Higgins-Shea.

Adam Sherwin, founder and principal of The Sherwin Law Firm in Charlestown, who specializes in housing and real estate law, agrees with Higgins-Shea.

"I'm always very cautious about these matters," Sherwin told MassLandlords. "I tell landlords I wouldn't require [renters insurance for tenants] but I would certainly encourage it."

He's aware of the Simpson Partnership case decided in Essex County – the next county north from his firm in Middlesex County – awarding property owners the right to require that their tenants buy renters insurance.

"It's a gray area," he said. "I still take a cautious approach. Massachusetts is very strict about upfront fees. You wouldn't want to be the test case."

Richard Vetstein, principal of Vetstein Law Group in Framingham, Mass., agrees that it is clearly illegal to require a payment for renters insurance as part of upfront move-in deposits. However, when asked if it is legally allowed to require renters to buy their own insurance as long as no money is paid to the landlord, Vetstein responded, "Yes," it is legal from his perspective.

However, Sherwin added, given the minimal benefit to landlords from requiring their tenants to buy renters insurance, is the risk worth it? He doesn't think so.



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Renters insurance, or tenant's insurance, is highly recommended to cover renters' personal property and liability. But requiring tenants to buy renters insurance is legally risky in Massachusetts. (image: Nick Youngson CC BY-SA 3.0 pix4free)

### WHAT ABOUT REQUIRING SEPARATE PET INSURANCE?

As stated, charging tenants upfront fees, such as an extra security deposit, to cover a pet in the rental, is not legal.

As for requiring tenants to buy separate pet insurance to cover potential damage caused by a pet: it might be legal, but more importantly, it's not necessary. Most renters liability insurance policies already include pet damage to people or property not belonging to the renter.

Policies vary among insurance companies, so, as with the purchase of any insurance policy, specific coverages should be checked. But it is standard for renters insurance policies to cover both injury liability, in case a renter's pet harms a visitor in the rental property, and property damage liability, as when a pet damages someone else's property (think: a damaging doggy accident that ruins the carpet).

Renters with pets may want to purchase separate pet insurance to cover veterinary bills in case of potential pet injuries or sickness. They should also be aware that, though renters liability insurance may cover damage to others' property, it does not typically cover either 1) injuries to the renter or others living in the rental caused by the resident pet; or 2) damage to the renter's personal property or that of others living in the rental caused by the pet. (Some renters insurance policies also may not cover specific dog breeds, such as pit bulls, or exotic pets, such as reptiles, wolves or other naturally undomesticated animals.)

### THE COST OF RENTERS INSURANCE

While Massachusetts renters insurance rates are slightly higher than the national average, they are still very affordable. Average renters insurance premiums

run between \$15 and \$30 per month, according to Mass.gov estimates. The average coverage amount for that monthly fee is \$20,000 of personal property coverage and \$100,000 of liability coverage with a \$500 deductible.

In other words, renters insurance is relatively inexpensive.

Despite the low premium price in comparison with the coverage amounts, only 41% of renters nationally carry renters insurance, according to a 2018 poll from the Insurance Information Institute.

The same survey also found that many renters mistakenly believe that their landlords' insurance will protect their personal property if it's lost or damaged due to burglary, fire, flood or other mishap.

At the minimum, renters should be aware, and maybe informed by their landlords, that homeowners or business insurance carried by their landlords,

and covering the premises in which they reside, will likely not cover their personal belongings in the case of damage, destruction or loss. Landlords insurance is meant to cover damage to or loss of the building and premises, not personal belongings, except for those provided by the landlord as part of the lease. MassLandlords lease agreements, for both fixed term and Tenancy at Will, include clauses clarifying that landlord's insurance does not cover residents' contents.

It's in landlords' interest to point this out to their tenants, and to recommend (but, perhaps not require) that they buy their own insurance policies for liability and personal property damage. It's possible that if your tenant loses property due to fire, burglary or other natural disaster (no fault of their own) and they

do not have insurance coverage for the loss, they may come after you to cover the damages, especially if they suspect and can prove that the rented property wasn't sufficiently safe and secure.

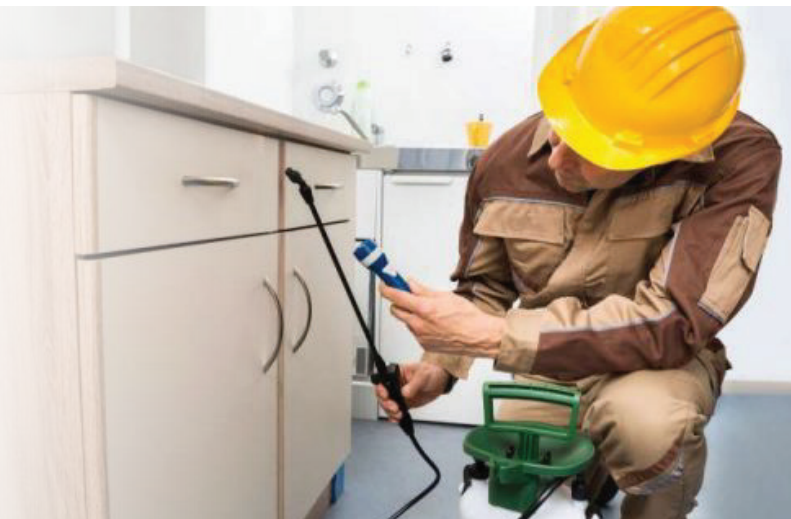
#### ENCOURAGEMENT, YES; REQUIREMENT, NO

No law exists in Massachusetts or any other state requiring renters to purchase insurance coverage. It's just wise and economical for renters to do so.

As part of the move-in process, renters should be informed about the risks of forgoing renters insurance, and clearly advised that their personal belongings, if left uninsured, are vulnerable to loss or damage. Encouragement to buy renters insurance should accompany that initial information.

But, according to attorneys in the state, information and encouragement should be the limit of a landlord's insurance assistance. Requiring tenants to buy renters insurance as a move-in condition, they say, may be asking for legal trouble. [M](#)

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# Notes from Boston Eviction Moratorium Appeal Hearing January 19, 2022

The legality of the Boston eviction moratorium is adjudicated in housing court, as it weighs whether to grant a stay on the moratorium pending appeal.

These notes were taken during a hearing presided over by Judge Joseph M. Ditkoff in Suffolk County Housing Court, considering the “validity and enforceability of the temporary order establishing an eviction moratorium in the City of Boston.” The hearing pertained to two related cases: 1) *Real Property Management v. defendants Eyette Green, Dashawnda Garrett and Ahmed Lewis*, and 2) *Janet Avila and David Boudreau v. defendants the Boston Public Health Commission and Acting Mayor of Boston Kim Janey*.

Starting at 10:30 a.m., an appeal was heard on whether the lower court ruling should be stayed pending appeal. One of the two lower court hearings had been stayed administratively pending this hearing. The two lower court hearings were adjudicated by Judge Irene H. Bagdoian.

Justice Ditkoff initially began by commenting that Judge Bagdoian’s decision in the lower court seemed to have inadvertently granted possession to the landlord, not of the rented premises, but of the entire City of Boston. Both sides agreed to work with the court to correct what the judgment should have said.

There were two cases being appealed, a civil action and a summary process action both challenging the Boston eviction moratorium.

The summary process action was brought by plaintiff Real Property Management against defendants Eyette



View of City Hall Plaza from One Beacon Street. Faneuil Hall, at upper right, has an American flag covering construction scaffolding. CC BY-SA 4.0 NewtonCourt.

Green, Dashawnda Barrett and Ahmed Lewis. The civil action plaintiffs were Janet Avila and David E. Boudreau, Sr. v. defendants Dr. Bisola Ojikutu Executive Director of the Boston Public Health Commission; Rita Nieves, Interim Director and Agent of the Boston Public Health Commission; and Kim Janey, Acting Mayor of the City of Boston. (Appointments held by the participants as of the day of the hearing.)

## INDEFINITE MORATORIUM?

Justice Ditkoff asked the city to speak first and gave the civil action defendants roughly 26 minutes. Tory Weigand, counsel for the Boston Public Health Commission (BPHC), defended the city’s moratorium by citing facts about COVID-19 and how evictions tend to lead to people being more likely to get sick with COVID-19.

Justice Ditkoff asked what the BPHC would want a judge to do, after having issued an execution (which typically reads, “You are hereby commanded...”) to comply with the moratorium. Weigand didn’t say the judge should tear up the execution or issue a stay. He said he would expect the order to be complied with in the course of law.

Justice Ditkoff also asked when the moratorium would end, and expressed concern that government inertia would result in the moratorium never being repealed.

## NO SELF-HELP EVICTIONS

Next to speak was Dick Bauer of Greater Boston Legal Services (GBLS). He asked the court to preserve the moratorium to keep their client housed.

GBLS alleged that the landlord in that case refused to cooperate to get rental

assistance for the renter and is not being substantially harmed.

Justice Ditkoff then turned to plaintiffs. First, he asked the plaintiffs about their amended complaint, where plaintiffs were added. The judgment before him only references the original plaintiffs.

Attorney Matorin spoke, saying they have the right to amend complaints and that the judgment reflects all plaintiffs. Justice Ditkoff asked Matorin to include this in the amendments made to the judgment, such that the final item before him would reference the amended complaint.

Justice Ditkoff then gave the plaintiffs 26 minutes to speak. He asked Attorney Matorin to explain, if he would be willing, what's to prevent a renter from being evicted during the pandemic without the BPHC order.

The following is a paraphrase of what was said, with emphasis on Attorney Matorin's comments. Any errors or

omissions are our own. The tilde (~) represents the start of a long paraphrase.

Justice Ditkoff: ~What is preventing someone from evicting absent the moratorium?

Attorney Matorin: ~State law. It's a very detailed process. It requires that the constables or sheriffs carry out the levy. A landlord can't do anything unless the constables or sheriffs are willing to do it. There are no self-help evictions. BPHC has called for "voluntary compliance" because the order only applies to landlords.

~Constables serve at the pleasure of the mayor: their status can be revoked or renewed, so all constables are under the implicit threat of being put out of business.

#### SCHRÖDINGER'S ORDER

~Previously, the "Grace" case was mentioned by the defendants, regarding a Brookline eviction. Brookline asked for

home rule authority to amend state law for evictions and impose a moratorium. Brookline got this permission, didn't initially exercise the power, then did so in the case of Grace. The judge said Brookline's moratorium doesn't conflict with Chapter 239 because the legislature explicitly gave them permission to adjust it within city limits temporarily. Boston didn't ask for a home rule petition.

~Another technical point: Note there are two cases here. Real Property Management (RPM) vs. Zayed Green was heard at the same time as Avila. The city has not requested a stay on RPM, but has on Avila only. Therefore, the housing court order is in effect on the RPM case, even though motion was filed to stay Avila. The order is kind of a Schrödinger's order: it exists but does not exist on the Avila matter.

~Landlords could look at this and say, "There's no stay on that other case, so I'm free to evict?" It's a weird situation,

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and should factor into the court's decision whether to extend the stay pending appeal.

(At this point, there was discussion about whether the *RPM v. Green* case had actually been levied. It might have been that there was no stay. Gary Klein of GBLS had represented Green, asked to address the point but was not allowed to speak yet.)

### IS THE MORATORIUM POLITICAL?

Matorin's main focus was on whether the BPHC moratorium was reasonable. He argued that the BPHC moratorium is not actually a health regulation at all. Returning to MassLandlords' paraphrase of Attorney Matorin's remarks:

Attorney Matorin: ~The pandemic began March 2020. The legislature enacted Chapter 65 of the General Laws of 2020, and shut down the entire summary process procedure. Whether or not that's constitutional, you can argue that the legislature has a statutory right to amend evictions. This lasted until October 2020 and then lapsed.

~When that lapsed, the BPHC didn't announce their moratorium. They could have said, "There are no vaccines, the virus is spreading like wildfire, people are dying." They didn't. Between October 2020 and December 2020, there was no BPHC order.

~The CDC moratorium, in their wisdom as experts on communicable disease, focused on economically displaced people (their moratorium specified income limitations, whether someone had applied for rental assistance, etc.). In December 2020, it looked like the CDC moratorium might be expiring, so the legislature enacted Chapter 257. This was not an exact overlap, but focuses on economic displacement, pending applications for assistance, etc.

~The CDC moratorium was renewed. When challenged, BPHC didn't come in and say, "We need to do this because the CDC moratorium is going to get struck down."

~The CDC moratorium lapsed for a few days, then the CDC enacted a new moratorium slightly narrower but still focused. BPHC didn't act during the lapse.

~Then the second CDC moratorium was struck down by SCOTUS, and it was at that moment that BPHC said they needed to act, despite the fact that chapter 257 was still in effect. So why did they do that?

~It's pretty clear: Boston was in the midst of a heated mayoral campaign. Acting Mayor Janey was being attacked by an opponent for not doing enough to protect tenants in this housing crisis. The very next day she announced that the BPHC had imposed this across-the-board moratorium. So the question is, why did the BPHC do this? Was it really a health crisis, or was it political? Was it really trying to prevent the spread of disease, or was it simply a political tactic to show that the administration of the city of Boston knows that there are some real social issues with housing and rent rates, and we're doing something to support you, and, "by the way, could you vote for us."

~So the suggestion that this is a health regulation, never mind whether it's reasonable, is belied by the political context. The courts should not defer to BPHC, and should decide that this is not a health regulation. And you see this in the briefs. The issues raised by the defendants are all social issues like disparate impact that have nothing to do with health.

### IN DISCORD WITH STATE LAW

~The 6<sup>th</sup> whereas clause from the end of the BPHC order described the need for additional time to access rental assistance. So the goal was to provide additional time, but that's what Chapter 257 already does. The Boston moratorium isn't limited to this goal, either. It's an across-the-board ban regardless of whether someone is trying, so not even supported by its supposed justifications.

Justice Ditkoff asked about paragraph 1 of Chapter 111 section 31. He said there's lots of law and case law on public health regulations, but no case law on this. He asked how he should adjudicate as a judge that law says the BPHC can do what it needs to do.

Matorin answered. Returning to our paraphrase:

Attorney Matorin: ~You judge this the same as any other decision. You can allow

BPHC to issue regulations, as long as they don't contradict state law. For instance, banning smoking in a bar, preventing vending machines for cigarettes being accessible to minors, preventing residences being infested with vermin. All of those are consistent with state law.

~The BPHC moratorium says, "I don't care about the law." And executions actually order constables to act, they say, "I order you, constable, to do this." BPHC says, "We don't care what judges order, what they write in executions." BPHC can't do that. They can only enact regulations in the interstices of the law. For instance, they could do what they do in second paragraph with respect to showings and access to units: when you're going into a housing unit, you have to give 48 hours' notice. They could say you have to wear masks, allow the tenant to be there or not, etc. Those are all reasonable and don't run contrary to any law.

~BPHC could shut down restaurants if they believed that the spread of the virus was a problem. They haven't done that, haven't shut down anything. You can get a massage, go to a bar, go to a concert. The one thing that you're not allowed to do is the one thing that has a social problem component to it, which is to levy on an execution. So they're trying to address a broad social problem by going directly against what state law says should happen.

~That's where the problem lies: they're not acting in the interstices. They could require constables to wear a mask during a levy, they haven't done that. And they are ignoring the fact that courts have the authority to evaluate any particular case on the merits. So, the BPHC says no one can get evicted, no matter how rich you are, how many other houses you have, or whether you're going to live on the street or in a high rise after, no one can be evicted.

~The contradiction with state law brings me to the other issue not addressed by the defendants: whether the BPHC has the ability to do this at all. Article 89 Section 6 says BPHC cannot conflict with state law. you cannot enact local regulations that are civil laws. Landlord-tenant relationship is a civil law, the Supreme Judicial Court has

repeatedly held this. BPHC are explicitly and ostentatiously contradicting state law and doing that in a way that regulates landlord-tenant relationships, and that violates the constitution.

#### NO IRREPARABLE HARM

~In terms of the likelihood of irreparable harm to the tenant, Ms. Watson is fully vaccinated and was awaiting booster at last report. As a matter of law, she has no legal right to remain, the housing court has already adjudicated her case. There cannot be irreparable harm because she has no right to be there to begin with.

~In terms of harm to landlords, the suggestion that there is money available is not true.

At this point, Justice Ditkoff interrupted Matorin for time and Matorin summarized, then stopped.


#### RULING PENDING FINAL JUDGEMENT

Klein was invited to speak about the Green, Barrett and Lewis cases. He said Ms. Green did not seek a stay pending appeal because she has an effective stay at paragraph 3 of the order that Judge Bagdoian entered. She was working with the clerk to schedule a hearing in January, so there was no risk to Ms. Green for eviction. Klein said she would reserve her right to seek a stay pending appeal if it became necessary.

Justice Ditkoff thanked everyone, and said this has been extremely helpful to the court.

Justice Ditkoff said he expected something to happen about the final judgment. Paraphrased: ~"I'm not going to issue a ruling until I get a notice from you that something is happening and here is the final judgment." This reiterated the

point he made upfront, which is that the Bagdoian order appears to grant possession of the City (rather than the premises) to the Landlord.

The administrative stay on one of the two cases continues until the judge issues an order. 

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# Chicopee Housing Authority's Executive Director Charged with Discrimination

By Kimberly Rau, MassLandlords

## Housing discrimination allegations against Monica Blazic include a preference for white tenants and denying disability accommodations

The U.S. Attorney's Office for Massachusetts filed an amended complaint against Monica Blazic, executive director of the Chicopee Housing Authority (CHA), in December 2021, alleging that she discriminated against disabled, Black and Hispanic tenants.

Housing discrimination allegations charge Blazic with refusing to allow people to speak Spanish in the housing office without first submitting formal paperwork, using racist terms against minority tenants and refusing disability accommodations, among others.

## APRIL 2021: ALLEGED DISCRIMINATION BASED ON DISABILITY

This complaint is an amendment to one filed by the attorney's office in April 2021, which alleged that Blazic violated the Fair Housing Act by not accommodating a tenant's disability when she could have done so. In that complaint, Blazic is accused of refusing to let an existing tenant, Clover King, transfer to a first-floor unit in her housing complex so that she could have dialysis procedures done at home.

According to the complaint, King was approved for a transfer in 2017 and placed on a waitlist, but never received

a suitable new unit. This is despite the fact that during the tenant's time on the waitlist, "CHA offered at least 10 leases for one-bedroom, wheelchair-accessible apartments to new move-in applicants, eight of whom did not submit initial applications until several months after Ms. King was approved for transfer."

## DECEMBER 2021: ALLEGED REPEAT INSTANCES OF DISCRIMINATION BASED ON RACE AND NATIONAL ORIGIN

The amended complaint, linked above, states that Blazic preferred white tenants over those of other races and "made discriminatory statements about and to Black and Hispanic tenants,

including the use of racial slurs." It alleges coercion and intimidation toward tenants based on their race or national origin.

"Since at least 2013, Blazic has made statements with respect to the rental of CHA dwellings demonstrating that she prefers White tenants to Black and Hispanic tenants," the amended complaint states. The examples provided are egregious.

Statements allegedly attributed to Blazic include a 2014 remark against Black people that "those [racial slur] are going to bring their gang members in," and in 2015, "the Spanish have sex like rabbits." She has allegedly referred to Hispanic tenants by derogatory terms,



Monica Blazic, shown here third from left in a 2015 photo with the Landfill Closure Alternatives Advisory Committee, has been accused of making racist comments and acting in a discriminatory manner in her position as the Executive Director of the Chicopee Housing Authority. Image source: The Pioneer Valley Planning Commission, <http://www.pvpc.org/projects/chicopee-landfill-closure-alternatives-project>, 2015

and has refused to let tenants speak Spanish in the CHA office without filling out a form beforehand, even when an employee was present who could speak Spanish.

"In yet another example, a Hispanic woman applied to live at CHA and had been on the waiting list for years," the complaint states. "She met with Blazic twice to come off the waiting list. In these meetings, Blazic consistently referred to her as 'you people,' which the woman understood to be because she is Hispanic. She eventually withdrew her application to live at CHA because of how Blazic treated her."

The CHA and Blazic are denying any wrongdoing.

"The Chicopee Housing Authority and Monica Blazic deny the allegations in the strongest possible terms and we

plan to vigorously defend it in court," defense attorney Melina Garland told [Masslive.com](#) after the amended complaint was filed.

### WHAT IS THE CHICOPEE HOUSING AUTHORITY?

The CHA has hundreds of housing units in 10 separate complexes spread throughout Chicopee, many of which are funded with state and federal dollars. Two are owned outright and managed by the CHA. One is funded through Chapter 200, one of Massachusetts' family low-income housing programs, and offers preference for veterans.

Multiple other complexes are funded through Chapter 705 and Chapter 667, both state-funded programs. Chapter 705 assists low-income families, and Chapter 667 helps the elderly and

disabled. One complex, Cabot Manor, is federally funded.

Our infographic shows the approximate location of these apartments, as well as how they are funded and who they assist.

### A REPEATED PATTERN OF BEHAVIOR

This is not the first time that the CHA, and Blazic, have been called out for inappropriate behavior or actions related to housing discrimination.

The State of Massachusetts published an official audit report in January 2009 that examined certain CHA activities from July 1, 2005, to Sept. 30, 2007. This was when James Lynch was still the executive director of the CHA.

Among other things, the report found numerous sanitary code violations in



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multiple CHA housing complexes, drastically slow turnaround time for repairs and out-of-date service contracts. It also discovered a potential conflict of interest between Lynch and the Chicopee Savings Bank (CSB), which is where the CHA held its money market accounts, corporate checking accounts and certificates of deposit. Lynch was on the board of the CSB, and, during 2006, received compensation for his services, including cash payments exceeding \$19,000 and more than 4,000 shares of CSB stock.

“The former executive director did not disclose his financial relationship with CSB to the Authority’s Board of Directors as required by the state’s Conflict-of-Interest Law,” the audit report stated. “In addition, the former Executive

Director neither sought nor received a written opinion from the State Ethics Commission regarding this dual role.”

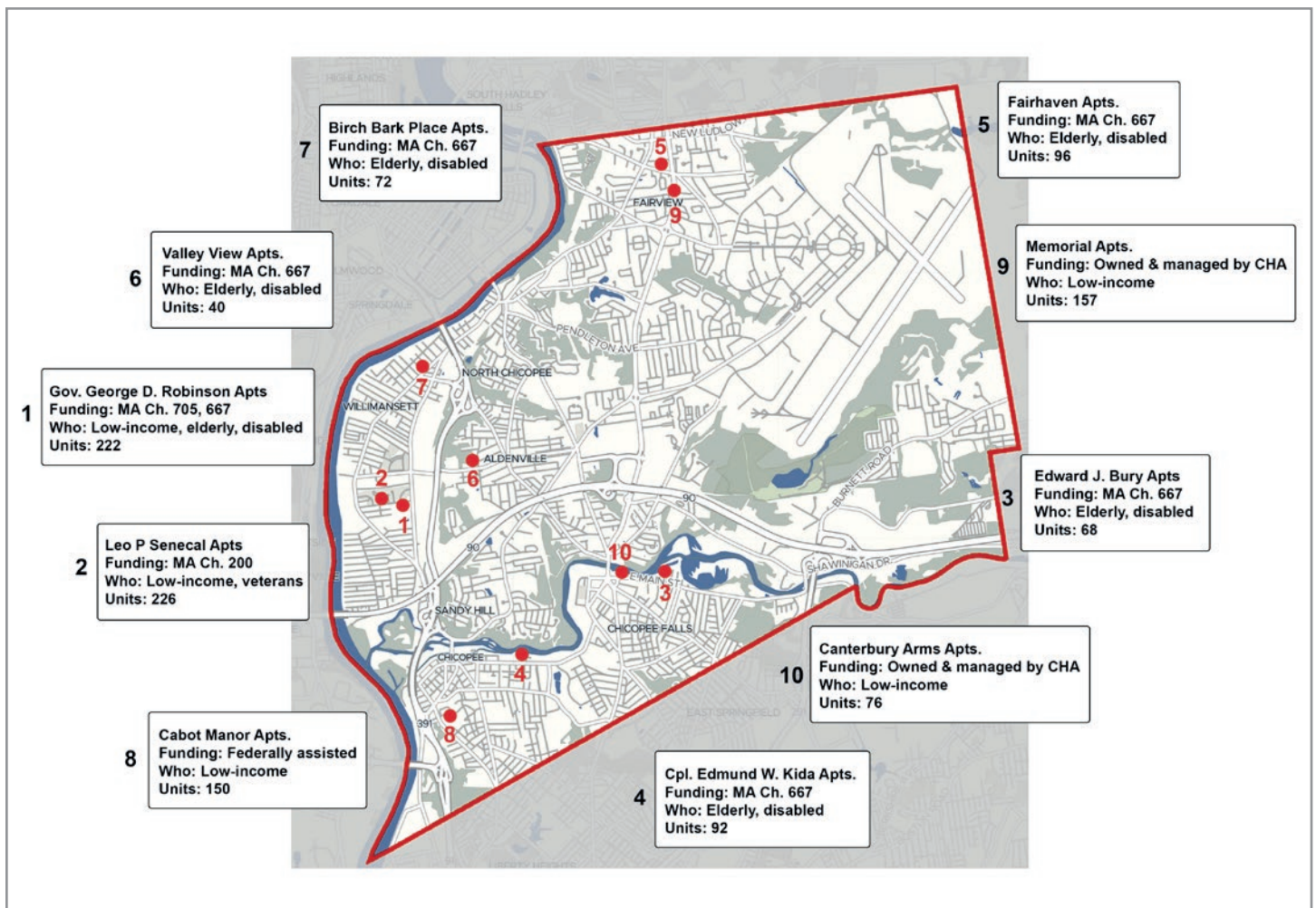
The state auditor reportedly referred the matter to the State Ethics Commission, but as Lynch had already retired when the report was published, no further recommendation was made in the audit.

Lynch retired as executive director in 2008, and Blazic was appointed to the role at a starting salary of \$82,190. The Department of Housing and Urban Development (HUD) pays Blazic’s salary, which was \$151,475 in 2018, the most current year data is available.

In December 2020, Community Legal Aid published a brief reporting that it resolved three discrimination complaints

brought against the CHA and Blazic. One complaint alleged that the CHA told a blind resident who needed a service animal that he could only have a guide dog who weighed less than 30 pounds. The second complaint stated that the CHA reportedly refused to replace a lost laundry card for a hospitalized tenant, who could not use the laundry facilities without one. The third allegation said that “an applicant family with disabilities was denied an emergency waiting list placement for failing to comply with requirements that were not imposed on applicants without disabilities.”

Solutions for those complaints included monetary compensation for the affected individuals, a restructuring of the way the CHA handles disability accommodation



The Chicopee Housing Authority oversees 10 properties in the city, with a total of more than 800 housing units. Many of these are state or federally funded, and serve low-income, disabled, elderly and veteran populations. Image source: CC by SA 4.0 MassLandlords, Inc.

requests, and anti-discrimination training for the staff, including Blazic.

“The fourth complaint, which is not yet resolved, alleges discrimination on the grounds of disability, race, and national origin,” read the brief from Community Legal Aid.

As of this writing, Blazic remains listed as the executive director of the CHA. MassLandlords reached out to the Chicopee mayor’s office, asking if Blazic’s HUD-funded position was under the purview of the city. It was puzzling why she had not been placed on administrative leave (paid or otherwise) pending the results of the investigation, if the city had any authority over her employment. The office had not replied by the time this story went to press.


#### YOUR TAX DOLLARS AT WORK?

Pinpointing acts of racism or discrimination, even unintentional ones, can be difficult. The state has an obligation to affirmatively further fair housing. In other words, it must be

proactive in preventing discrimination. MassLandlords has brought a lawsuit against the state of Massachusetts for not providing demographic data surrounding eviction relief funding. Without that data, it’s impossible to know whether the issues tenants had securing emergency relief to avoid eviction disproportionately impacted minorities.

Other times, a racist or discriminatory action or allegation makes itself as plain as day.

What’s surprising to us is that in light of these serious, and blatant, allegations, Blazic is still in her position as executive director, working with the same populations she has reportedly said and done horrific things to. As of 2020, Hispanic people make up almost a quarter of Chicopee’s population. It’s alarming to think some of them may need the services of the Chicopee Housing Authority and encounter these conditions. We don’t know what the ethnic makeup of the CHA staff is, nor whether anyone on the staff is disabled. But it’s safe to say whoever is

running the show should be compassionate and ethical toward all the populations their organization represents, regardless of whether they affiliate with them. 

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# DHCD Lawsuit Update: Half of Applications Rejected, One Third Lost?

By Douglas Quattrochi, Executive Director

**In DHCD's motion to dismiss MassLandlords' public records lawsuit, we learned that more than half of all applications for rental assistance have been denied, and as many as one third are lost to supervision among the regional administering agencies.**

MassLandlords' 2021 lawsuit against the Department of Housing and Community Development (DHCD) has revealed that more than half of all applications for rental assistance have been not approved. Up to one-third of these have been lost to state supervision among the regional administering agencies.

We filed the suit to provide public oversight into whether the commonwealth may have inadvertently systematically discriminated against certain households that applied for pandemic rental assistance.

Since Nov. 28, 2020, the commonwealth has received approximately 151,000 applications for emergency rental assistance through its 11 regional administering agencies (RAAs), according to an affidavit filed by Amy Stitely, Director of Programs for DHCD. We have paid out \$460 million of rental assistance to 58,585 households. This is an accomplishment for us in Massachusetts. Prior to the pandemic, our rental assistance safety net was approximately 10% the size in terms of staff, and 5% the size in terms of funding. Many DHCD and RAA staff worked days, nights and weekends to accomplish this roll-out. For this we should all be grateful.

Prior DHCD presentations indicate that the vast majority of non-approved applications were not denied due to ineligibility or fraud. A Sept. 21, 2021, presentation by DHCD to stakeholders, including MassLandlords, estimated that just 5% to 10% of applications were ineligible or fraudulent.

So, if 151,000 applications were received, and roughly 60,000 were approved, what about the remaining 90,000 households?

Some of those outstanding applications will surely be fraudulent or otherwise ineligible. If we take DHCD's previously estimated upper limit for ineligibility, then 15,000 of the 90,000 applications will be rightly denied. The remaining 75,000 may have been snared as part of the "time-out" process.

One common reason for a "time out" is lack of documentation. For example, an applicant may be asked to upload a copy of their lease. In some situations, the landlord and the renter may be operating on a handshake, or the renter may have simply lost their copy of the lease. In some situations, the true lessee may have previously left, and the current applicants are not formally authorized to be subletting.

To prevent inadvertent systematic discrimination, the RAAs must notify timed-out applicants of their application's shortcoming in an appropriate language. Also, the RAAs must use appropriate discretion to facilitate alternative forms of documentation. It appears this may not have been happening.

Furthermore, the RAAs and the commonwealth are obligated by federal law to affirmatively further fair housing. In other words, they must actively analyze patterns of racial segregation and

take action to integrate communities. In MassLandlords' staff view, this would begin with tracking applications for assistance and denials, including where these are happening, and what can be done to help everyone remain housed.

## RENTAL ASSISTANCE LAWSUIT HAD SIX-MONTH PERCOLATION

In July 2021, MassLandlords sent a letter to Mike Kennealy, Secretary of the Executive Office of Housing and Economic Development, which oversees DHCD, alerting him and others to the potential for inadvertent systematic discrimination. We received no reply.

That summer, we also submitted a public records request inquiring about DHCD's antidiscrimination procedures and data collection. DHCD's response indicated they had no such procedures or data.

On subsequent stakeholder Zoom meetings between the trial court and DHCD, we asked to compare applications for rental assistance to eviction records in order to see who slipped through the cracks. Our goal in requesting this information was to help these applicants. Chief Justice Carey, Undersecretary Jennifer Maddox and Amy Stitely expressed interest, but did not follow up.

Following this, MassLandlords filed public records requests with DHCD for this data in order to perform the comparison ourselves. DHCD refused, citing renter privacy. Our records request asked for addresses at which rental assistance had been proposed, application dates and status (whether approved, denied, or timed out). However, privacy does not seem to be DHCD's main concern.

# 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.



## 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.



## 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.



## 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.



## EVENTS

Weekly networking and education at virtual events.



## COLLECT CHECKS ONLINE

Virtual office manager free trial at RentHelper.



## CREDIT SCREENING COUPONS

Save on SmartScreen credit reports.



## ENTITY FORMATION SAVINGS

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

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TENANT SATISFACTION

## Find opportunities to save energy in more places.

Rising natural gas prices are creating a challenging heating season for everyone. We're here to help you take advantage of programs and solutions for managing energy use, and making your property more desirable.

Learn more at  
[ngrid.com/multifamily-masslandlords](https://ngrid.com/multifamily-masslandlords)



With natural gas prices on the rise, we want to do everything we can to help our residential and commercial customers stay safe and warm. Get more details, tips and assistance at [ngrid.com/heatinghelp](https://ngrid.com/heatinghelp).

*Incentive offers vary by service territory. These programs are funded by the energy-efficiency charge on all customers' gas and electric bills, in New York and Massachusetts per state regulatory guidance and in accordance with Rhode Island law.*

## IS DHCD MOVING TO DISMISS FOR PRIVACY OR COST?

DHCD's motion to dismiss has approximately one paragraph addressing privacy concerns, and 40 pages concerning the cost to collect the requested data. It turns out DHCD does not have records of nearly one-third of these applications.

In her affidavit, Stitely writes, "Based on DHCD's observations of RAA business practices while supervising the RAAs, and on information and belief, DHCD expects that these applications may be stored in boxes either on-site at the RAAs or off-site at storage facilities (in the case of paper applications, or in cases where RAAs preserved the electronic record by printing a hard copy)..."

According to this affidavit, DHCD has no oversight or data for 47,000 applications that were received, but ultimately

not approved. Landlords and renters have called and emailed MassLandlords unprompted to share stories of being "timed out" or having to upload the same documentation multiple times (e.g., Posco and Hong).

DHCD's motion to dismiss is primarily based on the cost of organizing these records. They estimate \$200,000 in mailing costs to notify renters of the data release, as well as approximately 40 full time equivalent working for a month or more to search boxes for missing applications. DHCD claims in their motion that these costs are unaffordable.

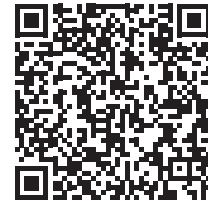
Separately, DHCD has reportedly issued a request for proposals, offering up to \$800,000 to agencies who can identify fraud.

MassLandlords' estimate based on the data above is that the state's liability for

systemic discrimination may turn out to be 10 times greater than for fraud.

MassLandlords was due to file our opposition to dismissal after writing this article February 16, 2022. We expect the case will not be dismissed and that we will have a hearing in late February or early March. We will publish another update at the next event. [ML](#)

Point your camera app here to read more online.



Regional Administering Agencies (RAAs)	Date Range (from start of self-reported data collection to date of Central Application migration)	Self-Reported Application Submissions
Berkshire Housing Development Corporation (Pittsfield)	Week ending 11/28/2020 - 8/19/2021	1,120
Community Teamwork, Inc. (Lowell)	Week ending 11/28/2020 - 9/16/2021	9,823
Franklin County Regional Housing and Redevelopment Authority (Turners Falls)	Week ending 11/28/2020 - 9/30/2021	879
Housing Assistance Corporation (Hyannis)	Week ending 11/28/2020 - 9/21/2021	1,411
Way Finders (Springfield)	Week ending 11/28/2020 - 9/23/2021	19,460
Metro Housing Boston (Boston)	Week ending 11/28/2020 - 9/02/2021	23,449
RCAP Solutions (Worcester)	Week ending 11/28/2020 - 9/23/2021	5,817
South Middlesex Opportunity Council, Inc. (Framingham)	Week ending 11/28/2020 - 8/19/2021	2,985
NeighborWorks Housing Solutions (Kingston)	Week ending 11/28/2020 - 7/20/2021	6,846
Lynn Housing Authority and Neighborhood Development (Lynn)	Week ending 11/28/2020 - 9/30/2021	4,475
Central Massachusetts Housing Alliance (Worcester)	Week ending 11/28/2020 - 9/23/2021	1,929
<b>TOTAL</b>		<b>78,194</b>

### Rounded Totals<sup>1</sup>

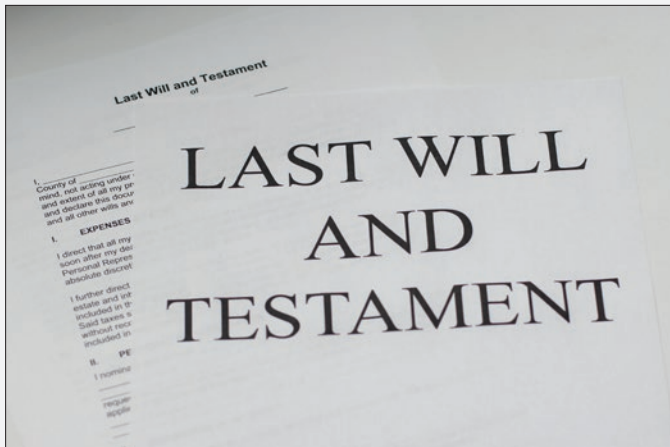
RAA Self-Reported Application Caseload as of week ending 11/28/20	14,315	<b>14,000</b>
TOTAL RAA Self-Reported Application Submissions from week ending 11/28/20 to date of Central Application migration	78,194	<b>78,000</b>
TOTAL Application Submissions through Central Application (from 7/22/21 - 1/15/22)	59,149	<b>59,000</b>
<b>TOTAL ESTIMATED APPLICATIONS RECEIVED (week ending 11/28/20 - 1/15/22)</b>	<b>151,658</b>	<b>151,000</b>

Applications with Addresses in HAPPY (approved or denied between 11/28/20 - 1/15/22) <sup>2</sup>	59,692	<b>60,000</b>
Applications in BOTH Central Application and HAPPY (estimated duplicates 11/28/20 - 1/15/22)	15,000	<b>15,000</b>
<b>Estimated Number of Addresses DHCD has on file (Central Application Addresses + Happy Addresses - Duplicates)</b>	<b>103,841</b>	<b>104,000</b>
<b>Estimated Number of Addresses RAAs/RAP Center Must Locate Data (Total Applications - DHCD Addresses)</b>	<b>47,817</b>	<b>47,000</b>

<sup>1</sup> This column uses standard mathematical rounding to the nearest thousand (if the last three digits are 500 or greater, the thousands digit is rounded up, and if they are less than 500 the thousands digit is rounded down), with the exception of calculated totals that rely on subsidiary rounding. To avoid confusion, the estimated rounded totals are calculated based on the subsidiary rounded numbers.

<sup>2</sup> HAPPY address data: 58,585 approvals; 1,107 denials

The Stitely affidavit accompanying DHCD's motion to dismiss MassLandlords' suit shows how many applications are sitting in each regional administering agency's files. Elsewhere in the text we learn that all approvals exist in HAPPY, the state payment system. From this we infer the remainder are denials. Public Domain.



## ARTICLE YOU MAY HAVE MISSED

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

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. [ML](#)

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

## MassLandlords Thanks Our Property Rights Supporters

Property Rights Supporters make monthly contributions earmarked for policy advocacy.

### OWNERS COOPERATIVE

**\$100 and Up** Arrow Properties, Inc. Allison Gray. Haddad Real Estate. Hilltop Group Holdings. Landrum Global, Inc. Rich Merlino. Premier Choice Realty. Skye High Properties, LLC. Spring Park Properties. Stony Hill Real Estate Services.

### OWNERS CLUB

**\$50 to \$99** A. A. Zamarro Realty, Inc. Commonwealth Ave. Real Estate LP. Foxworth Properties, LLC. Michael Goodman. Harbor View Realty Trust. HFP, LLC. Hilltop Realty. Brian Keaney. Darlene Musto. Mary Norcross. Jim O'Brien. Park River Properties LLC. PCPA LLC. Ted Poppitz. Shamrock Management. Slope Properties LLC. Bob Smith. Jay Teich. Michael Totman. Union Realty. Urban Lights LLC. Winsser Realty Trust. Witman Properties Inc.

### WORKING TOGETHER CLUB

**\$20.25 to \$49** 557 Union Avenue Realty Trust. Yan Alperin. Phil Arsenault. Beacon Hill Property Management. David Branagan. Broggi R.E. & Property Mgmt Inc. Linda Caterino. CHELSEACORP LLC. Michael Donahue. Dorel Realty LLC. Bob Finch. Lucille Fink. First Chair Entertainment. Dana Fogg. Barbara Frost. Royce Fuller. GMC Property Management LLC. Haverhill Multi-Family, LLC. Janice E Sawyer Family Trust. JCCarrig Real Property. Karen Jarosiewicz. Matthew Maddaleni. Kristina Midura-Rodriguez. Vincent Monaco. Jill Monahan. Liz O'Connor. Olson Apartments. Glenn Phillips. Cheryl Popiak. Real Property Management Associates. Chris Rodwill. Saltman Realty. South Shore Apartments, Wembley LLC. The Claremont Living LLC. Webber and Grinnell Insurance. Lorenzo Whitter.

### WORKING TOGETHER CIRCLE

**Up to \$10** AAMD MGT. AFL Properties. A-Z Properties Inc. Bernard Welch Realty Inc. Chris Adler. Lori Amara. Ascorp Inc. Rob Barrientos. Ray Boylan. Broggi R.E. & Property Mgmt Inc. CC&L Properties, LLC. Corofin Properties. Scott Cossette. Demers Enterprises. Liz Dichiara. Dietschler Properties. Eastfield Family Trust. Dario Echeverria. Energywise homes, Inc. Ann Eurkus. Margaret Forde. Forge Property Management. Barbara Frost. Charles Gendron. Erik Govoni. Christine Greene. Ross W. Hackerson. Hancock Holdings LLC. Mike Hempstead. JD Powers Property Management LLC. JMG Realty & Investments. Gayle Joseph. Catherine Jurczyk. Kee 55, Inc. Agency Account C/O Ercolini. Kubera Properties. John Kubilis. Altagracia Lama. Jo Landers. Geri Ledoux. Brandon Lee. MassBay Group. Shane McGlone. Anthony Membrino. Alex Narinsky. Pavel Novikov. Mary Palazzo. PJM Property Management. Alvan Pope. Tara Pottebaum. Property Realty Group LLC. Douglas Quattrochi. Real Property Management Associates. Kathryn Rivet. Lisa Rizza. Cary- Amy Rose. Schoolcraft Realty, LLC. Michael Siciliano. Jonathan Siegel. John Siri. Joann Strub. Summit Rentals LLC. Timshel Properties. TJB Properties. Tomaltach O'Seanachain Realty Trust. Topaz Realty Trust. Vadim Tulchinsky. Snaedis Valsdottir. Mark Waitkevich. Stuart Warner. Westmass Apartments LLC. Kim Wu. Alexa Zaccagnino.

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

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

# REGIONAL



## 2022 MARCH

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 8:30am-12:15pm	7 SWLCA 7:00pm-8:00pm	8 MWPOA 7:00pm-8:00pm	9 Virtual Meeting 5:00pm-7:00pm	10 Virtual Meeting, NWCLA 5:00-7:00pm, 7:00pm-8:00pm	11	12
13	14	15 Virtual Meeting 5:00pm-7:00pm	16	17	18	19
20	21	22	23	24	25 Webinar 12:00pm-1:00pm	26
27	28 Virtual Meeting 5:00pm-7:00pm	29	30	31		



## 2022 APRIL

Upcoming events  
See details under each region

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

## STATEWIDE

## Statewide Virtual Meeting: Insurance Underwriting and Discounting

WED  
03/02

Insurance is one of the “big three” expenses alongside mortgage and real estate taxes, but do you know what sets your costs? This presentation will focus on discounts and endorsements and how these affect pricing for property insurance, general liability, one to three families, four units, and more than four. Factors include:

- Your credit
- Shape of the property
- Year built
- Bundling products like auto, umbrella
- Many other factors we will discuss

We will be discussing homeowners policies, business owners policies, commercial package policies, and commercial lines. Attendees will leave better prepared to ask about and manage premiums and endorsements.



This event will be a radio style interview between **Wayne Tolley** of Hadsel Insurance and Doug Quattrochi, Executive Director, MassLandlords. Wayne has been with Hadsel Insurance Agency for over 22 years. He is the Operations Manager, a licensed agent and a notary public. He has been a member of the Northern Worcester County Landlord Association since 2018 and is an experienced presenter. Hadsel Insurance Agency was started 40 years ago in Medford, MA by Fran Hadsel. She is still the active owner.



**Patrick Sullivan of Obtainable Sobriety, also a MassLandlords Director, 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. Patrick sits on the statewide MassLandlords Board of Directors.

### 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.

#### **WEDNESDAY, MARCH 2ND**

#### **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 Insurance  
Overview and Interview  
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](mailto: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: Insurance Overview and Interview  
Virtual Meeting March 2, 2022

Time: Mar 2, 2022 05:00 PM Eastern  
Time (US and Canada)

Join Zoom Meeting  
<https://us02web.zoom.us/j/85312291594>

Meeting ID: 853 1229 1594

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

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

Meeting ID: 853 1229 1594

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

Find your local number:  
<https://us02web.zoom.us/j/kwHK6l1aG>

#### **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 [Rental Property Insurance](#).

**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.](#)

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

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

## Statewide Virtual Meeting: Review of the State Sanitary Code

WED  
03/09

The state sanitary code defines what every apartment in Massachusetts must do and be. Unlike the building code, which is usually inspected only at time of permit completion, the **state sanitary code** applies in all rentals all the time, and can be inspected at any time. Are your units compliant?

Few units are fully compliant. We'll review the code in **easy-to-understand** detail and help you get a sense

of where you may need to make repairs or improvements.

The state sanitary code is your biggest liability in a nonpayment situation, where a renter is being taken to court. They will be able to counterclaim based on the condition of the apartment. If you anticipate having any kind of conflict resolution process with a renter, it's critical that your apartment is fully up to code and your position is one of blamelessness.

**Note that this presentation is slightly longer than the standard one hour. There will be no business update.**



MassLandlords Executive Director Doug Quattrochi



**Your problem or theirs? The state sanitary code holds occupants responsible for some things, and landlords responsible for most everything else**

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.

*"Doug's presentation was excellent. He was very clear and provided a detailed explanations."* – Larry

*"Doug always holds very informative classes full of substance and Very organized!"* – Thomas

*"Thanks to you Doug, and all who worked on this presentation, as it is obvious that a lot went into it, as you said. It was much to digest, but your presentation of the information, and especially your opinions throughout,*



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**508-428-1669   508-580-4800   781-982-8700   508-755-7320   978-686-0003**

*aided the translation. Also, your answers to member's questions afterward, regarding recommendations, were most helpful. Always a pleasure."* – Liz



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!

#### **"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.

#### **WEDNESDAY, MARCH 9TH**

#### **VIRTUAL MEETING AGENDA**

5:00pm Sign-in and virtual networking:  
you can chat with others  
as people log in  
5:40pm State Sanitary Code  
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](mailto: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: State Sanitary Code Virtual Meeting March 9, 2022

Time: Mar 9, 2022 05:00 PM Eastern Time (US and Canada)

Join Zoom Meeting  
<https://us02web.zoom.us/j/84821623460>

Meeting ID: 848 2162 3460

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: 848 2162 3460

Passcode: Will be emailed and viewable online

Find your local number:

<https://us02web.zoom.us/j/84821623460>

#### **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 State Sanitary Code.

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.

Google calendar users: add this event only to your Google Calendar.

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

# 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.



**(857) 323-6303**



**info@newleasehousing.org**

homeless 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](mailto:hello@masslandlords.net).

**CHARLES RIVER (GREATER WALTHAM)  
GREATER SPRINGFIELD  
LAWRENCE  
METROWEST  
NORTH SHORE  
NORTHERN WORCESTER COUNTY**

## Fitchburg: Investing in Solar

THU  
03/10

Join us for our monthly meeting, this month we will hear from Critical Mass

Solar. Learn about the benefits of solar and how they can be applied to your investment properties.

Critical Mass Solar is a Massachusetts-based company that provides experienced solar panel installation at competitive rates. From acquisition to installation and implementation, their goal is to support their customers, in achieving financial independence in regard to utility costs, while simultaneously promoting environmental sustainability. It's in this that Critical Mass Solar empowers their customers to take control of their energy utilization while fostering a cleaner carbon footprint, which makes for a better environment for our children and their children.

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, MARCH 10TH

#### NWCLA MEETING AGENDA

Visit [nwcla.com](http://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, Winchendon, 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/>.

This event is operated by volunteers.



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