



JULY 2022

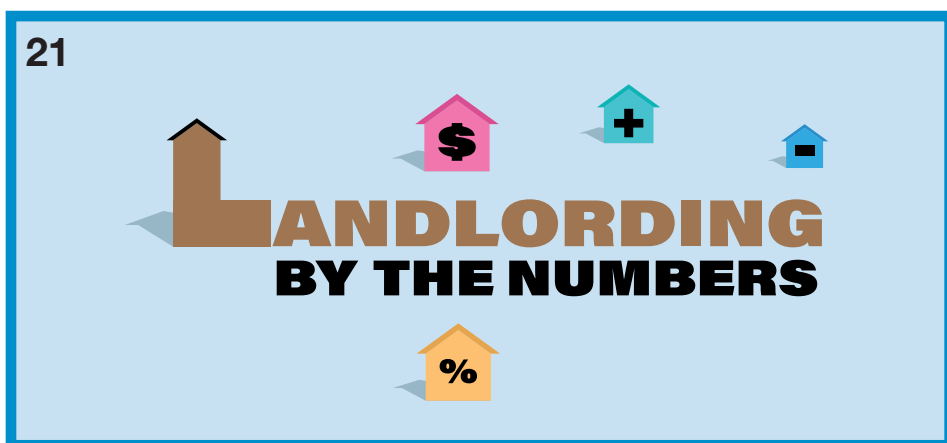
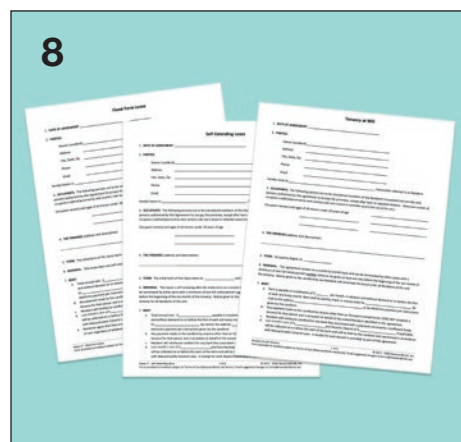
**Landlords: Don't Invest Your
Security Deposits in Bitcoin**

**Frequently Asked Questions
about Our Fixed-term and
Tenancy-at-will Leases**

**Trespasser or
Tenant? Superior
Court Case Helps
Define the Difference**

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LETTER FROM THE EXECUTIVE DIRECTOR

Inflation, Interest and Frankenstein

Our Letter from the Executive Director for July 2022 recaps the changes that June brought to the fore, including record inflation and a big interest rate increase. This spells trouble for those of us who oppose rent control.



June brought with it new realizations about inflation and interest rates. It also brought us one hearing closer to our goal of bringing greater transparency to rental assistance.

Inflation is going to be a real problem for us individually and as housing providers. At MassLandlords we became aware of high inflation eight months ago, in October. Each month we review wage rates for team members originally hired in that month. Our intent is to hold compensation constant or increasing in real dollar terms, according to local inflation and skill development. In October we thought, "uh oh." Now in June, we saw the largest year-over-year inflation in 40 years.

The Federal Reserve has raised interest rates to control inflation. It may take a couple years for the current and planned rate increases to soak into the market. There were earlier opportunities to start raising rates, despite the pandemic. Alas, we didn't.

The pandemic has left banks flush with pandemic savings. Low interest rates means money is available. Many are using savings or loans to renovate. This has made it very difficult to hire a contractor in the last six months. Housing supply in need of touch-up therefore remains off-market, contributing to historically low availability.

Contrary to what many landlords may think, now is not a great time to raise rents. Yes, prices are high. Yes, your costs are increasing. But renter households are hurting even worse with gas, eggs, and other daily necessities exceeding budgets. Every renter getting a 9% rent increase is calling the mayor's office or the news to demand that rent control be resurrected before the current legislative session ends this July 31.

If rent control is resurrected in Massachusetts, it will surely take a hideous Frankenstein form. Even in the best of times, it is extremely difficult to craft a rent control policy that won't run amok with unintended racist disparate impact. The leading bill, sponsored by Representatives Connolly and Elugardo, allows towns to stitch together all the failed bits and pieces from the past. Boston's Rent Stabilization Advisory Committee remains uninterested in listening to our warnings. We need every housing provider to call their Representatives and Senators to oppose local control of housing policy. Statewide problems need statewide solutions, not mad scientist towns waiting for lightning to strike.

Policy-wise, we are being effective. For instance, our litigation for pandemic rental assistance records continues.

We are currently reevaluating our electronic newsletter (not our print newsletter). Please complete our survey if you would like to guide us toward a more useful electronic presentation.

We updated recommendations in our article, "Which Tenant Screening Service is Best?" Zumper has been removed from the shortlist. Please do not charge unlawful application fees.

We supported a Boston Globe article on raising the rents, as well as a WHDH story on airline crash pads.

MassLandlords is an enormously valuable service to owners, managers and service providers of rental housing. 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.



Trespasser or Tenant? Superior Court Case Helps Define the Difference

By Eric Weld, MassLandlords, Inc.

MassLandlords submitted an amicus brief for the case *Slavin V. Lewis* in the interest of protecting landlords from Ch. 93A vulnerability.

Imagine you are accused of being a trespasser in your own home, the home you've lived in for more than eight years. You're hauled into court as a defendant facing the prospect of being ordered to vacate your longtime residence within days.

That was the recent circumstance for Nanette Lewis, the defendant in a Norfolk Superior Court case brought by her former domestic partner, Sumner Slavin. Slavin asked the court to issue a preliminary injunction, labeling his former partner an unapproved occupant – a trespasser – and ordering her to leave the Brookline residence that

they lived in together for about eight and a half years.

The situation arose in fall 2021, when Slavin decided the couple's romantic relationship was over. He immediately moved out of their home, which is owned by Slavin, and was purchased through a trust in which he is the sole beneficiary. Lewis remained in the home. After about a month, Slavin asked the housing court for an injunction that would have her forcibly removed. That motion was dismissed, and he subsequently filed the motion in Norfolk Superior Court.

The Superior Court denied the injunction and Slavin appealed the decision, arguing that Lewis had lived in his property as "a licensee – a mere guest." As such, Slavin held, now that their romantic relationship was over he had the right to seek her removal as

"she is now a trespasser, or in layperson's terms, a squatter," as quoted from his original motion.

SLAVIN V. LEWIS DECISION

The *Slavin v. Lewis* case has several more court layers, including a countersuit in which Lewis, a renowned interior designer, alleges that the couple agreed to be business partners in purchasing the Chestnut Hill property. According to Lewis' countersuit, the general agreement was that Slavin would provide funding for the purchase and renovation of the property while Lewis would coordinate the purchase and oversee design and renovation, possibly for the eventual sale of the property for a sizable profit. This agreement matched a partnership Lewis previously had with a former business partner, "flipping" high-end properties



The secluded and expensive looking 66 Laurel Dr, Brookline where Slavin and Lewis cohabited for eight and a half years. Google Street View <https://goo.gl/maps/aNoFXjWsX54EufCg8>

and evenly splitting the profits. Slavin and Lewis eventually decided to move into the vastly expanded and improved Chestnut Hill home together in 2013.

The Appeals Court issued a decision on June 16, 2022, upholding the Norfolk Superior Court's decision denying a preliminary injunction to force Lewis to vacate the couple's home. In doing so, it reinforced the court's assertion that summary process was the exclusive legal avenue for removing an approved occupant from a residence.

(Simultaneous to the Superior Court suit and appeal, Slavin also filed a summary process to remove Lewis from his property. That case is pending.)

MASSLANDLORDS AMICUS BRIEF

MassLandlords submitted an amicus brief for the Slavin v. Lewis case, in support of Lewis' countersuit requesting denial of a preliminary injunction to force Lewis to vacate the couple's co-residence.

While we acknowledge the plaintiff's – Slavin's – legal ownership of the couple's property, with his name on the deed, we recognize Lewis' occupancy rights as someone who was invited to reside in the home, and who lived in, designed and vastly improved the property over several years. The couple's business agreement aside, it is impossible to define Lewis as a trespasser in this case, as Lewis was invited to live in the home.

MassLandlords' amicus brief argues (paraphrasing from a 1988 Massachusetts case *Gage v. Westfield*): "Entry made [into a property] with the consent of the owner is not a trespass. What the precedents make clear is that where an owner permits a person to occupy the owner's property, that occupant is not a trespasser."

This legal definition was ratified through legislation, M.G.L. 266, s. 120, the trespass law, which states that the only mechanism by which a property owner may recover property from an occupant approved by the owner to

live there is through "appropriate civil proceedings," i.e., summary process.

WHY DID MASSLANDLORDS TAKE THE RENTER'S SIDE?

We submitted an amicus brief in support of the defendant's – Lewis' – argument based on two points:

1) we recognize the fairness of the defendant's rights as a longtime occupant who added value to the property.

And 2) we seek to prevent an unwittingly massive fee shifting from owners to renters.

VULNERABILITY TO THE CONSUMER PROTECTION LAW

A landlord who is able to oust a tenant through preliminary injunction, having successfully deemed them a trespasser, could be vulnerable to triple damages for charges in violation of Chapter 93A, the state's consumer protection law.

Imagine a scenario in which you win a lawsuit forcing your former tenant out

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of your rental property on the grounds that they are trespassing. Five years down the road, that former tenant is now a client of legal services and the primary witness in a lawsuit, swearing under oath that their life went off the rails at the moment the trespass law was improperly applied to remove them. Legal services will assert that their client had been entitled to summary process five years earlier based on any number of reasons. Damages claimed include five years' worth of alternate housing, medical bills and emotional distress, times three, plus attorney's fees.

Even if legal services never won such cases, the settlements could substantially increase their lobbying power at the expense of people working to provide rental housing.

A ruling in favor of Slavin's motion for a preliminary injunction forcing the removal of a longtime resident from his property based on his whim would add layers of confusion to already complicated landlord-tenant regulations and have potentially disastrous connotations as a precedent for countless landlord-tenant disputes.

Under what circumstances in that legal framework could a landlord say their tenant is a trespasser and seek removal based on that assertion rather than file summary process?

PERMISSION TO RESIDE = LEGAL OCCUPANT

From a strictly legal standpoint, any individual who is given permission – by either the owner or a tenant – to occupy a residence is at that point not a trespasser, but an approved occupant. Trespass is no longer a consideration. From then on, because they received approval to reside there, even if only temporarily, the only legal remedy to force removal of that individual is via summary process.

Even a tenant who overstays beyond a notice to quit or lease deadline remains a tenant, as legally defined. That person does not become a trespasser when their lease or occupancy runs out. Legal recourse is a summary process in housing court.

This can be a frustrating circumstance for landlords whose tenants invite unleased friends, family members or romantic partners to move into their residence without informing the owner or manager. But the same legal concept still applies in that case: summary process.

What if you had a tenant who invited their partner to live with them, then the relationship broke up and your original tenant on the lease moved out, leaving the partner not on the lease in the rental? Even then, the remaining non-leased occupant is not a trespasser, having received permission from the leased tenant to live on the premises. Summary process is your avenue to repossess the property.

And certainly, if a tenant requests permission to allow a friend or family member to move into their rental, even temporarily, our recommendation is always against such casual occupancy. Either a would-be occupant should be screened and added to a rental agreement, or should not be given permission to move into your property.

A FORM OF DOMESTIC ABUSE?

The case of *Slavin v. Lewis* is not as unusual a circumstance as one might expect, according to Jamie Ann Sabino, Deputy Director of Advocacy for the Massachusetts Law Reform Institute, a poverty law and policy nonprofit that advocates for vulnerable and disadvantaged people. MLRI also submitted an amicus brief for the *Slavin v. Lewis* case, in collaboration with six other advocacy groups representing victims of domestic abuse.

"Many abusers exert economic control over their victims by intentionally excluding their victims' names from housing paperwork such as deeds and leases," notes the amicus brief. "Thus, survivors are frequently in the situation as the appellee here: facing threatened removal from a longtime home, without the security of a name on a deed or a lease."

All such disputes are not abusive, and we don't suggest there is abuse in the *Slavin v. Lewis* case. But frequently, domestic partners, often unmarried,

decide to live together in a residence owned or leased by only one of them. When the relationship turns sour, the occupancy rights of the partner whose name is absent from the lease or deed are in question. Unfortunately, many people (mostly women) in such a situation feel intimidated, are unaware of their occupancy rights and are coerced to move out.

OCCUPANCY RIGHTS IN QUESTION

The law seems well-defined: a trespasser is someone occupying a property who was never invited to live there by anyone with possession – a landlord, occupying tenant or property manager. Anyone else, who has received permission by someone in possession to occupy a residence – is a legal occupant who can be sued in housing court via summary process.

Despite the seeming simplicity, cases frequently occur in which a property owner, following a change of heart, abruptly ousts an occupant of the household as if they were suddenly a trespasser with no occupancy rights.

Barbara Hirshfield, a loan broker living in Lexington, was in a similar situation to Nanette Lewis. Hirshfield lived with her partner in an apartment for about six years (the couple were together for about 11 years) until her partner announced that their relationship was over and that she had to move out, at age 78.

"When he decided that it was time to move on with another woman, I was basically evicted," Hirshfield recently told *MassLandlords*.

Amid the Covid pandemic, Hirshfield hastily moved in with her daughter and her family, where she has remained since. Hirshfield has spoken out about her and other similar circumstances, appearing on an online news show and submitting an op-ed about the situation to AARP and the *New York Times*.

When she approached family law attorneys about her predicament, Hirshfield says she was told that there was no legal protection for her because the couple was not married and had no documented agreement.

CREATE A DOCUMENTED AGREEMENT

A legal agreement, Hirshfield recommends, is the best way to avoid legal trouble for both landlords and tenants. Regardless of the relationship between two people moving in together – engaged, married, unmarried partners, casual acquaintances or friends – some kind of document spelling out the conditions of co-residence should be signed by all parties planning to live together.

A legal agreement between Slavin and Lewis, including parameters of their business arrangement, could possibly have avoided Slavin's trespass suit and properly diverted the legal action to a summary process in housing court, where it belonged.

Hirshfield insists her experience – and that of Nanette Lewis – is not unique. The amicus brief submitted by MLRI and other domestic abuse protection agencies supports that claim.


Even in the absence of a paper agreement between domestic partners, a trespass action is not a viable legal option. The moment an individual is invited to live in a residence, that person gains the legal right to be there. They cannot legally be forced to move out or deemed a trespasser, regardless of the status of the personal relationship between that person and the property owner or tenant.

SUMMARY PROCESS OR CASH FOR KEYS

For landlords who find themselves in a variation of the above scenarios, or who end up with occupants in their rentals who were invited in by their leased tenants, your options are: 1) to serve a notice to quit and file a summary process; or 2) if you seek a more expedited vacancy, to offer cash for keys to incentivize the occupant to leave.

To attempt to oust an invited occupant via a trespass action is to tempt a Chapter

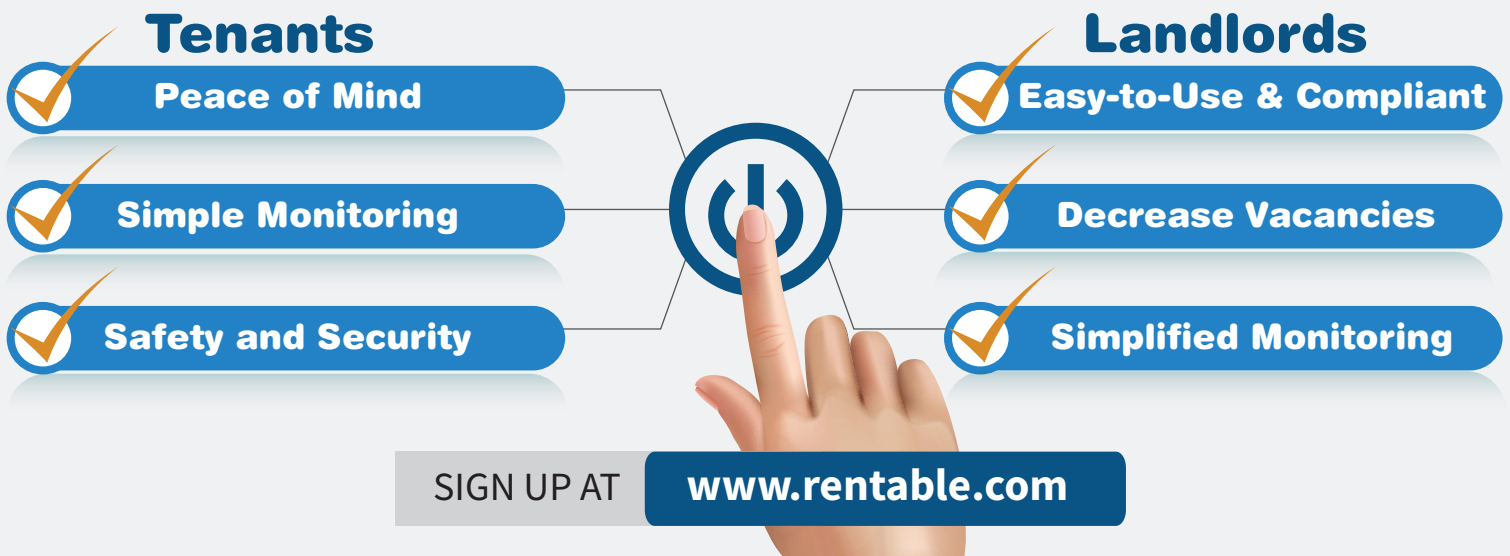
93A violation lawsuit down the road, at potentially massive legal cost.

Summary process is the only legal recourse by which to forcibly remove an approved occupant from a property. 

Point your camera app here to read more online.



The simple way for landlords & tenants to handle security deposits & assess damage to their units over time.



Frequently Asked Questions about Our Fixed-term and Tenancy-at-will Leases

Our lease and month-to-month rental forms can be tailored to fit your needs. Here are some of the most frequent questions we get about our rental agreement templates, with expert answers.

We are proud to offer rental agreement templates for both fixed-term leases and tenancy-at-will occupancies (frequently known as month-to-month rental agreements). These forms are meant to appeal to a broad audience, but also contain optional clauses you may add as necessary. We also have a self-extending, or auto-renewing, lease available.

After reviewing these agreements, some landlords had further questions. We've found if one person is asking, usually,

others are wondering, so we are providing our answers here. This page will be updated as needed.

WHY DOES THE RENTAL AGREEMENT SAY, "REASONABLE NOTICE" FOR ENTRY INSTEAD OF 24 HOURS? ISN'T THAT STANDARD?

"Reasonable" is totally dependent on the situation. Sometimes, 24 hours might be reasonable notice. But if a tub has overflowed and is flooding the downstairs unit, 24 hours is way too long to gain entry to fix the problem. In that case, "reasonable" might be shouting through the door "It's the landlord, I'm coming in!"

A 24-hour notice was proposed for the next round of state sanitary code revisions and we filed testimony against it for this reason. For situations you know about in advance (non-emergent repairs,

inspections, etc.), we suggest you give your tenants one full business day of notice for each day of planned interruption.

SHOULD I PUT SOMETHING IN THE AGREEMENT THAT ALLOWS ME TO LIMIT THE SIZE OF GATHERINGS THAT CAN OCCUR AT THE RENTAL SITE?

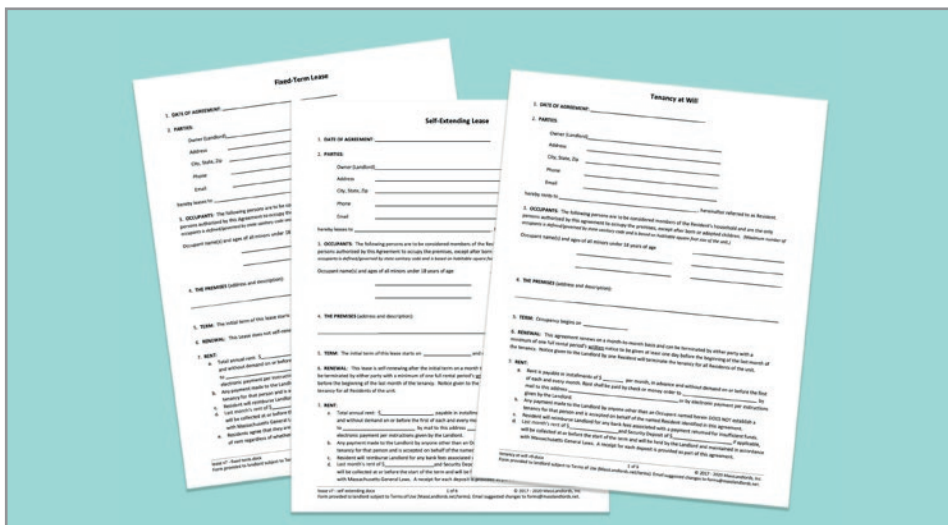
Tread lightly here. Trying to stop a peaceful but large family gathering could invite a disparate impact claim on the basis of family or marital status. That said, there have been porch collapses related to too many people on balconies or decks. You should be able to put something in restricting the number of people you can safely have in those areas. Restrictions for "live load" situations may be coming in future updates to the forms.

IS THERE SOMETHING IN THE AGREEMENT REQUIRING MY TENANTS TO NOTIFY ME ABOUT EXTENDED ABSENCES?

Make sure you review the optional clauses we have available! Optional clause D covers this exact situation. Note that restricting someone from leaving for nine months at a time or similar could invite a disparate impact claim on the basis of current service in the armed forces.

We don't include the optional clauses in the primary agreements because there are many different types of business agreements and situations. The primary agreements are meant to be starting points common to all.

YOUR AGREEMENT DOES NOT SPECIFICALLY PROHIBIT SELLING OR PROVIDING ALCOHOL TO



Our rental agreement forms are designed to be a jumping-off point for all situations. Make sure you look over our optional clauses to get a rental agreement that's just right for you. Image License: CC by SA 4.0 MassLandlords, Inc.

A MINOR OR INTOXICATED PERSON. WHY IS THIS?

Verbiage in our primary agreements covers this situation indirectly. The lease states that the tenant will "Follow all federal and state laws and local ordinances while on the premises" and stipulates the tenant "will not... Use the premises as a business." This prohibits your tenants from serving underage people (against the law) or selling alcohol to anyone (against the lease).

CAN I OFFER A LOCK CHANGE AT THE BEGINNING OF THE TENANCY (WITH A FEE)?

We have made a note to add the lock fee to the 7d paragraph discussing last month's rent and security deposit. Make sure you are also using the [move-in monies receipt](#), which covers this.

WHY DOESN'T THE AGREEMENT GIVE ME THE OPTION TO SPECIFY WHERE ANY LEGAL ISSUES WILL

BE HEARD? FOR INSTANCE, CAN I SPECIFY A JURISDICTION WHERE CASES MUST BE FILED?


The Housing Court already has its own standards as to what's reasonable in these areas, and regardless of what you have in your contract, if there's a dispute they're going to use their standards. Your lease can say that any dispute will be heard in your local district court, but if the tenant asks that the case be transferred to Housing, that's what's going to happen, whether you like it or not. Tenants have an absolute right to transfer a case to Housing Court.

WHY DOES THE AGREEMENT HAVE LANGUAGE LIKE "RESIDENT WILL ENSURE OCCUPANTS AND VISITORS REFRAIN FROM SMOKING" INSTEAD OF JUST SAYING "NO SMOKING IS PERMITTED IN THE UNIT"?

We prefer to use positive language whenever possible. Stating someone will do something provides positive incentive

to act in the required manner. Negative language begets negative behavior or no behavior. In this case, failure to act to prevent a visitor from smoking is itself an evictable offense, even if the renter was not themselves smoking.

DID WE MISS SOMETHING?

Still have questions about our rental agreement forms? Don't be shy, email us at hello@masslandlords.net. We'll update this page as we get more inquiries, so check back often! 

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DHCD's Motion to Dismiss Taken Under Advisement



The hearing was held at the John Adams Courthouse in Boston. CC BY-SA 4.0 MassLandlords, Inc.

The state's Department of Housing and Community Development attempted to have MassLandlords' lawsuit for missing RAFT records dismissed, but was not immediately successful.

On Wednesday, June 15, Associate Justice Jackie A. Cowin of the Suffolk County Superior Court heard arguments for and against dismissing the lawsuit MassLandlords filed against the Department of Housing and Community Development (DHCD) earlier this year. MassLandlords Legislative Affairs Counsel Peter Vickery and Executive Director Doug Quattrochi traveled a combined 266 miles for the hearing.

MassLandlords sued the DHCD after the department refused to provide

records on rejected or timed-out rental assistance applications during the height of the Covid-19 pandemic. During that time, the DHCD received approximately \$1 billion in rental assistance monies, accessible through applications for the Residential Assistance for Families in Transition (RAFT) program. Regional administering agencies (RAAs) received approximately 151,000 applications for RAFT assistance, however, as of January 2022, just over 61,000 applications were actually approved, accounting for \$460 million. Almost 90,000 applications were not approved, but only around 15,000 were estimated to be denied for cause. The rest simply timed out.


Attorney Vickery explained to the judge, paraphrased, "The public interest is profound. We have reason to believe the affected households are disproportionately people of color, immigrants,

families with children and people with disabilities."

Attorney Vickery submitted a public records request for information surrounding these timed-out applications. We were informed that the records for rejected and timed out applications were not readily available. Obtaining that information, the DHCD said, would take 39 full-time employees approximately 4 weeks to do, at a cost of \$200,000. The DHCD said this was untenable, despite spending approximately four times that amount to search for instances of fraud.

Arguing for the state, Attorney Cray emphasized the need to protect the privacy of applicants for rental assistance, particularly where the state failed. He said, "It would make no sense for a person's privacy protections to vary with organizational performance. It would be perverse to waive privacy if the state were doing a bad job."

It was unclear from Attorney Cray's remarks by what other means the public should assure itself of the lawful and efficient administration of government.

Judge Cowin asked numerous questions and gave considerable time to the matter. We will update you when the judge issues a decision. 

Point your camera app here to read more online.



A modern multi-story apartment building at night. The building has a mix of glass balconies and solid walls. Many windows and balconies are lit up from within, showing interior furniture and decor. A large banner is attached to the side of the building, featuring text in white and green. The sky is dark blue, and a street lamp is visible on the right side of the frame.

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FURNISHED
WITH
EFFICIENCY
AND TENANTS

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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.

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Share the message of MassLandlords benefits with your clients and friends by ordering your own set of MassLandlords flyers and marketing materials today.

We invite all our members to order free MassLandlords flyers and marketing materials to share with your clients, customers, service providers, friends and others.

We will provide you with flyers, business cards, postcards and brochures highlighting MassLandlords benefits. They're packed with information helpful

to housing and service providers as well as other business people, and are free for the asking.

Just three easy, quick steps: 1.) Scroll through [this page](#) to shop for informational items; 2.) Order the quantity of each item you would like us to send you for sharing, free of charge; 3.) Enter your address at the bottom of the page for delivery of materials.

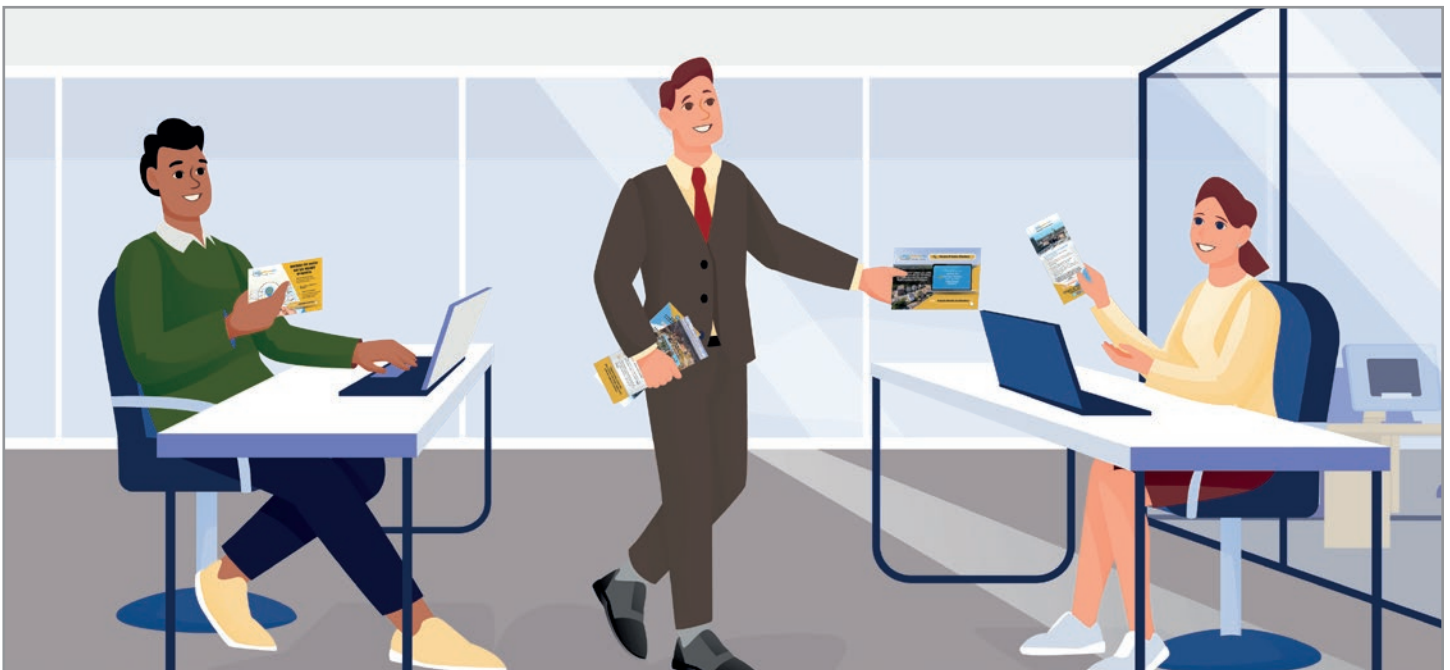
That's all there is to it. We will send you the informational materials you ordered.

MORE MASSACHUSETTS LANDLORDS

Our members know of the [many](#) benefits of MassLandlords membership.

That's one reason we count more than 2,400 dues-paying members, a list that is rapidly growing. But we still have lots of work to do – we estimate there are around 70,000 landlords in Massachusetts. Once they know about the savings and services offered by MassLandlords, we are confident a large percentage of them will want to join, too. That's one reason we are offering this opportunity for you to share our marketing materials.

But it goes further than that. Joining MassLandlords or engaging with our membership as a service provider is also an opportunity to expand a company's client base by gaining access



Sharing MassLandlords flyers, postcards and other marketing materials with your colleagues, friends and others is a great way to help them grow their business while sharing the benefits of MassLandlords membership. Image: cc by-sa MassLandlords.

to thousands of business owners in need of services.

For landlords and property managers, membership affords a chance to interact with like-minded business people and participate in educational events about ways to improve business, among many more benefits.

MASSLANDLORDS MARKETING MATERIALS FOR THE ASKING

Browse [this page](#) and let us know which MassLandlords flyers and other marketing materials you would like us to send your way.

We offer: business cards highlighting our [business helpline](#) and our cost-saving partnership with Home Depot stores, where members can [save thousands of dollars per year](#) (20% off of paint purchases alone); postcards outlining our many [membership benefits](#), our [eviction records search tool](#) and our highly

valuable service provider directory; informational brochures about our state's extensive security deposit and notice to quit regulations; an attractive rack card outlining MassLandlords membership; and a flyer for RentHelper, an online ACH service that makes the landlord business much more efficient and convenient.

Just let us know which of these you would like, and how many.

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A Landlord's Guide to Refugee Programs in Massachusetts

By Kimberly Rau, MassLandlords



Refugees in Massachusetts come from all over the world. Some of the top countries include Afghanistan, the Democratic Republic of Congo, El Salvador, Honduras, Ukraine and Sudan. Image License: CC by SA 4.0 MassLandlords, Inc

What programs exist to help refugees seeking housing, and what you can do as a landlord to help recent immigrants

In January 2022, the news reported that Massachusetts was set to host 2,000 Afghan refugees, who were expected to arrive by the end of that month. That was almost double the 1,100 individuals the state was expecting following the Taliban's takeover of Afghanistan in 2021. Between October 2021 and the end of the year, 450 Afghan refugees settled in Massachusetts and New Hampshire. Massachusetts is one of only a handful of states that has pledged additional state money to help refugees.

In spring 2022, the state legislature approved an additional \$10 million to assist refugees from Ukraine. The first Ukrainian refugee family that entered the state in April 2022 settled in Westfield.

Refugees come to a country seeking asylum, and often have very little in the way of resources or local connections. That makes access to state programs imperative to these individuals' success in their new country. Very few, if any, will purchase a home right away, making rentals a primary form of housing for many new immigrants.

WHO ARE REFUGEES?

The United Nations Refugee Agency defines a refugee as "someone who has been forced to flee his or her country because of persecution, war or violence." These individuals may not be able to return to their home country, or are afraid to, and may be afraid of persecution based on their race, national origin, political beliefs or other social group affiliations.

Amnesty International reports that there are 26 million refugees globally, half of whom are children. In 2019, two thirds of all refugees came from Syria, Venezuela, Afghanistan, South Sudan and Myanmar. However, in 2019, 85 percent of those refugees were living in developing nations, and only half of a percent of those refugees were resettled. This makes Massachusetts' efforts to host refugees even more important.

WHICH HOUSING PROGRAMS ASSIST REFUGEES?

After arriving, refugees in Massachusetts receive 90 days of assistance from resettlement agencies. This includes housing assistance, food, clothing and other necessities. After that, matching grant programs may provide further assistance. These initial resettlement services are funded by the U.S. Department of State.

Following that, the Massachusetts Office for Refugees and Immigrants (ORI) connects refugees with support programs offered by a network of service providers. All programs are managed under the umbrella of the Massachusetts Refugee Resettlement Program, also known as 121 CMR 2.0.

To participate in the program, an individual must have documented status as a refugee as defined under 121 CMR 2.420, which covers a number of situations, including refugees, those seeking asylum and victims of trafficking.

The Refugee Resettlement Program has a number of methods of assisting refugees as they resettle.

For those who do not have dependent children and are searching for work, the Refugee Cash Assistance (RCA) program provides up to eight months of cash assistance. Applicants must meet income and time availability requirements. They may not be receiving other assistance such as SSI or SSDI. Those with children may be eligible for the Transitional Aid to Families with Dependent Children (TAFDC) program. Eligibility is determined through the Department of Transitional Assistance. These funds can be applied to housing.

For refugees who need help finding employment, the office of Refugee

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Employment Services can assist with the job search.

ARE REFUGEES PROTECTED BY ANTI-DISCRIMINATION LAWS?

Federal and state anti-discrimination laws protect individuals from discrimination based on race and national origin. Either (or both) of these categories may apply to refugees, and therefore, they are protected under the law. You must vet them for tenancy as you would any other rental candidate, and proceed accordingly.

Discrimination based on these factors is illegal. So is discrimination based on income. Refugees who are receiving cash assistance from a state or federal program who meet income guidelines cannot be denied a tenancy based on this.

ARE REFUGEE ASSISTANCE PROGRAMS TEMPORARY SOURCES OF INCOME?

The Refugee Cash Assistance program is a temporary source of income, as is TAFDC. Refugees may also be receiving SNAP (food stamps) benefits, which,


while not necessarily as temporary as other programs, should be counted as income. This benefits the renter, because if less of their income is allocated for food, more may be allocated for housing.

Refugees may also be receiving disability benefits from the federal Social Security program, SSI or SSDI. These too should be factored in as income.

Calculating temporary sources of income can be trickier than calculating more permanent sources (Social Security disability programs can be either short- or long-term, and may be permanent). We recommend reading our article on temporary sources of income for guidance.

CONCLUSION

Refugees enter new countries in the hope of finding a better life than they had in the country they left. Even with government assistance, this can be difficult, especially with language barriers. Agencies may assist refugees with finding housing; if you receive a call from such an agency, work with them to determine if you and their client are a good fit for each other.

It's good to remember that the temporary source of income qualifier may not always give you a complete picture. Some refugees may only qualify for a few months of aid, but may have strong professional credentials that will boost their earning potential once they have their feet on the ground. Your applicant may have been a professor or doctor in their former country. They may have an engineering or tech background that will help them find employment quickly. Before dismissing someone out of hand, find out what their plans are, if possible. You may be one of the first long-term business relationships they have in America. 

Point your camera app here to read more online.



LANDLORD INCENTIVE PROGRAM

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

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

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



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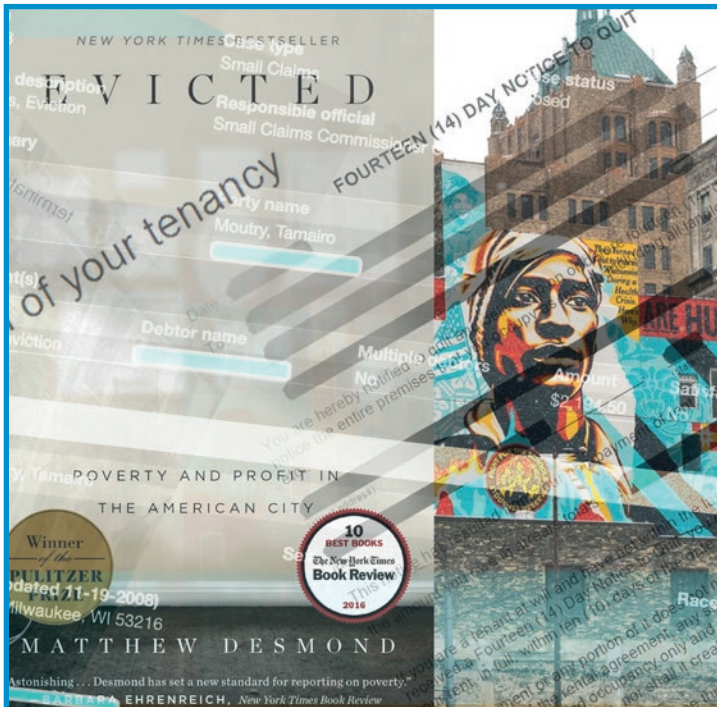


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ARTICLE YOU MAY HAVE MISSED

Matthew Desmond's 'Evicted' 6 Years Later: Good Copy, But Does It Tell the Whole Story?

"Evicted," published in 2016 by Matthew Desmond, forced Americans to look at the housing crisis in their own backyards and changed how we talk about eviction. However, we recently took another look at "Evicted" and found a compelling story, but also ended up with more questions than answers surrounding how to fix the problem.

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

Landlords: Don't Invest Your Security Deposits in Bitcoin

By Kimberly Rau, MassLandlords, Inc.

A Massachusetts landlord reportedly invested a security deposit in cryptocurrency and tried to pass the loss on to their tenant.

A Massachusetts renter came to Reddit in early June with a wild story: their landlord was withholding almost half of their security deposit after investing it in the cryptocurrency Bitcoin.

"I emailed and asked for a list of the expenses that were incurred that resulted in the lesser deposit and they told me yesterday that they had held the money in a 'money market' account and it had lost value over the year," the tenant wrote in the subreddit r/legaladvice. "I called them immediately and asked what brokerage they had used...after some heated prying, they finally admitted that they had put the deposit into bitcoin, via [Bank of America's] exchange."

The tenant, who posted under the username Time-Calligrapher249, said the initial deposit was \$3,000, the equivalent of a month's rent. The landlord attempted to return just over \$1,600 of it, claiming the rest was lost in the volatile fluctuations of Bitcoin's value.

Of course, this is illegal in the bay state. In Massachusetts, the laws governing security deposits are ironclad. The deposit belongs to your tenant, not you, and must be placed in an interest-bearing account in the tenant's name. If you are going to withhold any of it, you must provide a detailed breakdown of deductions. Repairs due to reasonable wear and tear don't count. And neither do losses in cryptocurrency (or any other investment).

SECURITY DEPOSIT ERRORS MAY MEAN TRIPLE DAMAGES

If this story is true, then this landlord has made a serious mistake, both in the manner in which they handled

their tenant's money and in deciding to withhold any of it without documentation of damages. Their tenant could take them to court and could easily receive triple damages plus attorney's fees for the blunder.

Responses on Reddit urged the tenant to send their landlord a letter and, if they did not get the rest of their deposit, take the landlord to court.

"If he were my client, I would tell him to pay," wrote user BenEsq, who stated they were a Massachusetts-based attorney with experience in housing court. "Immediately." The tenant edited their original post to state they were planning on sending their landlord a letter demanding the rest of their security deposit, and threatening legal action if it was not returned.

We attempted to reach out to the author of the original post, but received no response. Anything on Reddit should be taken with a grain of salt, of course. But this can still serve as a cautionary tale to landlords. Make sure you know the laws surrounding security deposits, and understand how to keep yourself out of court over errors.

And don't invest other people's money in Bitcoin. [M](#)

Point your camera app here to read more online.



Bitcoin's value fluctuates all over the place, making it an aggressive (risky) investment, and not a suitable market for someone's security deposit, which must be in an interest-bearing account. Image License: CC by SA 4.0 MassLandlords Inc.

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Should You 1099-MISC a “Cash for Keys”?

Should you issue an IRS form 1099 for a cash for keys relocation payment to help a renter find more suitable housing?

At a recent MassLandlords event on the “cash for keys” alternative to eviction, the question was raised about whether or when a landlord must issue an IRS form 1099. Conducting a “cash for keys” agreement, also known as a relocation assistance agreement, involves compensating a renter to move to more affordable housing. This compensation could involve forgiving debt, paying a small incentive, or even paying first, last and security for a new apartment. Can this payment constitute a reportable payment under US tax code, such that you would need to file something? Yes, you may need to file form 1099.

Note: MassLandlords staff are not accountants. What follows is our best understanding of the tax regulations

as published at irs.gov. If you know otherwise, please write to us at hello@masslandlords.net.

IN GENERAL, WHAT IS A 1099?

Per IRS instructions for form 1099-MISC and 1099-NEC, anyone engaged in a trade or business must report, among other things, all trade or business payments in excess of \$600. Generally, payments to corporations are excluded. Landlords must file a 1099-NEC for all our independent subcontractors. Property managers must report rents paid to owners on 1099-MISC. And under many circumstances, landlords who pay relocation assistance to renters should file 1099-MISC.

Issuing 1099s can be a good thing for you. It’s a major determining factor as to whether you will be subject to hobby rule disallowance or eligible for the qualified business income deduction. So issuing 1099s is expected and not something to be avoided.

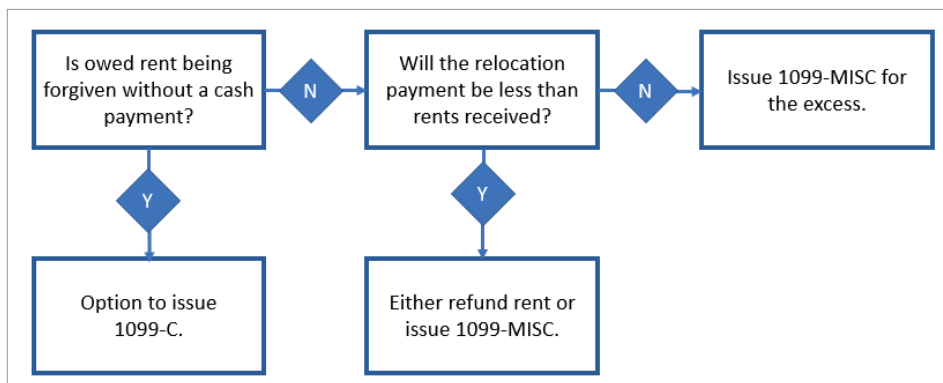
CASH FOR KEYS SCENARIO 1: AMOUNTS PAID DO NOT EXCEED RENTS RECEIVED FROM RENTER

Suppose you file taxes on a calendar year basis. It’s July and you have a rental agreement that has been in effect and fully honored for months or more. July rent is the first month your renters have been unable to pay. Whatever the particulars of the scenario, you have decided it’s time for these renters to find more sustainable housing at a lower rent elsewhere. You feel the best way to encourage a prompt move is to help these renters by returning an amount of rent equal to first, last and security for the new apartment once they have moved out of yours. (It doesn’t matter from a tax perspective whether the renter will save the funds and move in with family, or if they will spend the funds to obtain a new apartment.)

In this scenario, you will be refunding the renters less than what they have so far paid you in this calendar year. You may wish to consider the relocation payment a refund for tax purposes. This would allow you to offset your income, but there would be no reportable transaction for you or your renter. If you choose to file a 1099 for this anyway, that is also fine, but it will create taxable income for your renter. Please try not to make things any worse for someone already unable to afford living expenses.

CASH FOR KEYS SCENARIO 2: AMOUNTS PAID EXCEED RENTS RECEIVED FROM RENTER

Consider Scenario 1, except in this case March rent is the first month of missed payment, and you don’t decide to offer



Should you 1099 a “cash for keys” relocation assistance payment? The answer depends on which form of payment is made and whether the payment exceeds rents already paid. Always consult with a tax accountant before taking any action that could affect your return. CC BY-SA 4.0 MassLandlords.

a cash for keys until April, at which time your taxes for the prior year have already been filed. Should you refile your prior year to implement the refund procedure? No. There is no accounting method (neither cash nor accrual) in which your current year's decision to pay relocation expenses can change the prior year's accounting. This is true even if you late file.

You might be tempted to account for the relocation payment as a refund of all rent from all renters. That might be a stretch. This one customer didn't pay you so much as would justify treatment of their payment as a refund. Speak with your accountant if you wish to apply an excessive refund.

In this scenario, you could approach the transaction in two steps. First, refund all rents paid by that one household so far. Second, if the excess of your payment over the refund is \$600 or more, treat the excess as the 1099 reportable event. This

will minimize your renter household's future tax burden.

HOW TO REPORT A CASH FOR KEYS RELOCATION PAYMENT

If you paid the tenant money to move out as described above, the safe thing is always to issue a 1099-MISC to report the payment. Our best understanding of the instructions is that this should be reported in Box 3, a catch-all for settlements, awards, and all other payments.

If you conducted a thorough rental application for this household, you would already have the name and social security number needed to issue the form. Their address can be your apartment address if they haven't yet provided you with their forwarding address.

SCENARIO 3: FORGIVING DEBT

What if you aren't making a payment, but merely forgiving a renter's debt? In this case, you may wish to issue form

1099-C. This form forgives a renter's debt, but it creates an income tax obligation for them.


Per the 1099-C instructions, landlords need not issue a 1099-C. This report is required only of businesses engaged substantially or primarily in lending. Landlords generally are not included.

If you choose to issue a 1099-C, you cannot collect whatever was owed. A 1099-C is formal and legal debt forgiveness.

CASH FOR KEYS 1099 CONCLUSION

Always speak with an accountant before taking any action that could affect your tax liability. That said, work with your accountant to minimize the income tax burden being placed on this household. They clearly have a difficult road ahead. They don't need to be penalized where a simple refund is possible. Refunding is still consistent with the spirit of the 1099, which is to help the government fairly tax the income of independent contractors and prize winners. Your renters are not independent contractors and surely have not won any prize by becoming unable to sustain their current dwelling.

SEE ALSO

[Should I Issue a 1099-C Form if My Ex-Tenant Owes Rent?](#) 

Point your camera app here to read more online.



Infographic

LANDLORDING BY THE NUMBERS

What's up, what's down? What's in, what's out?
This monthly feature is a brief statistical snapshot of the landlording and housing industries.

182

Number of cities in the U.S. with rent control policies in place: 99 in New Jersey; 63 in New York; 18 in California; one in Maryland; and Washington, D.C. ([Urban Institute](#)).

1/3

Portion of rent-controlled units in Boston leased to the top half of earners during rent control. ([Manhattan Institute](#))

20%

Increase in building permits in Cambridge, MA, in 1995, upon the eradication of rent control policies. (David P. Sims, [Out of Control](#))

6%

Overall reduction in rental housing in San Francisco in 1994, after implementation of rent control. (Manhattan Institute)

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2022 APRIL

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

2022 AUGUST

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

STATEWIDE

Virtual Meeting: Housing Court Procedural Updates

THU
07/21

At this event we will get an update from the Housing Court on all matters related to summary process (evictions) and small claims. In particular, we will cover:

- Third Amended Standing Order 6-20
- Is "the call of the list" gone for good, or will there be an alternative procedure?
- The Housing Court's digitization efforts
- Current challenges at the Housing Court
- Question and Answers

In keeping with the court's tradition of public service and fairness, court staff will invite attendees to provide feedback on recent experiences. **Note that we distinguish between procedures and cases.** For instance, we can share feedback on the process of entering a hearing, but not about why a judge did or did not decide the way we wanted in a case.

Discussing active cases will not be allowed. **This event will not be recorded.**



Eastern Division Housing Court



Ben Adeyinka, Deputy Court Administrator, Housing Court



Timothy Sullivan, Chief Justice, Housing Court

Part of this presentation will be given by **Chief Justice Timothy Sullivan**. Chief Justice Sullivan was appointed Chief Justice in 2016 and reappointed in 2020. During his tenure, he has guided the housing court through a rapid modernization, including the expansion of the Housing Court to statewide jurisdiction, the prescient digitization

of the courts (including the release of e-Filing) well underway before the COVID-19 pandemic, and a continued emphasis on process improvement, standardization across courts, and feedback from litigants and other court users. For MassLandlords, in particular, he and his team have given countless evenings explaining court procedure and taking feedback from attendees. Prior to his role as Chief Justice, Judge Sullivan served as first justice in the Northeast Division and a justice in the Central Division. He holds his Juris Doctorate from New England Law School.

Part of this presentation will be given by **Benjamin Adeyinka, Deputy Court Administrator, Housing Court**. In 2002, Ben started a career in banking and real estate. In 2009, he began working with Orlans Moran, PLLC as paralegal and subsequently as an attorney. Ben has represented numerous financial institutions in litigation matters, bankruptcy, and landlord tenant law. He has practiced in the United States Bankruptcy Court District of MA, the Land Court, Superior, District, and Housing Courts. In December 2014, Ben, decided to leave private practice to serve the public. He currently works as the Deputy Court Administrator for Housing Court, where he works closely with the Chief Justice of the Housing Court, Timothy F. Sullivan. Ben received his Bachelor's in Communications from the University of Buffalo, a Master's in Business Administration from Medaille College, and a Juris Doctorate from the Massachusetts School of Law with a concentration in Real Estate Law.

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THURSDAY, JULY 21ST**SHORT VIRTUAL MEETING AGENDA**

12:00 p.m. Presentation begins

1:00 p.m. 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: Short Virtual Meeting July 21, 2022

Time: Jul 21, 2022 12:00 PM Eastern Time (US and Canada)

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The guarantees are being issued to Worcester landlords who choose to

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