Mass Landlords net

JANUARY 2025

Hold Deposits Unlawful Under Mass. Law: Landlord Response

To Collect a Security Deposit or Not? Worcester Housing Authority No Longer Does, Joining Other Agencies Homeowners Beware: New Law Exempts BlueHub, Lenders from Consumer Protection, Usury Laws, Despite 20% APRs.

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18		
	Security Deposit Receipt For start of tenancy	- :
NANTS:		- 50
NOLCRD:	for the landlord	-
ABENT:	it applicable, manager or other person acting for the landlord	-
PREMISES:	short description of the rented premises	
DATE		
START OF TENANCY:		
Dear Resident.	or security deposit into the following Massachusetts bank:	
and and and and	ur security deposite	

	E OF THE STATE AUDITOR
Official Aud	Report – Issued August 28, 2024
	Massachusetts Growth Capital Corporation For the period March 1, 2020 through June 30, 2022





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LETTER FROM THE EXECUTIVE DIRECTOR

Last Push for Eviction Data

Our Letter from the Executive Director for January 2025 reviews the ongoing work we're doing with Mass Save, monthly dues and eviction research.

In December we contributed further to the Mass Save three-year plan, made progress toward releasing monthly dues, and started one last push for eviction data before MassCourts.org becomes unreliable, among other things.



First, the upcoming Mass Save three-year plan stands to be transformative for landlords in 21 "designated equity communities," so named because they are proposed for intensive, redistributive investment in the 2025 to 2027 plan. Renters and housing providers have historically lagged in Mass Save participation. The new program, if approved by the Department of Public Utilities, will provide hundreds of millions of dollars to decarbonize rental housing. We submitted 20 pages of written testimony in support to back up the in-person testimony I gave.

Another important but overlooked role of rental housing in climate change mitigation is <u>removing invasive plants from rental properties</u>. Invasive plants are slowly but measurably driving up costs for local farms, increasing costs of produce and thereby contributing to renter financial instability. Many private properties in Massachusetts have become unwitting sources of invasive weeds. We've been reaching out to state scientists to learn what we can recommend to you all. I've also taken a short design course to help us understand what landscaping recipes we can recommend to support local agriculture with low or no maintenance. Interestingly, there are no-mow lawn replacements available that won't trigger inspectional services. Stay tuned for more.

Our development team has come up to speed on our new website framework. We have finished our work to automate the weekly email digest, as well as the new signup experience for members once we launch monthly dues. We are testing and making the code robust. We are aware the site runs slowly and will address that after monthly dues.

Eviction sealing takes effect in five months. We have started a final push with our data gathering team to move our database "start date" to April 2018, a full year earlier than our earliest record at present. This will support our attempt to publish a paper (already written) that examines the impact of evictions on the local community.

Lastly, it has come to my attention that social security numbers are available for purchase on the web and widely sought after (according to Google analytics traffic for a campaign shared with us). These so-called "renter identification numbers" make it morally obligatory for careful landlords to verify government issued ID before submitting any information to a background check company. If you cannot be sure that the person holding the ID owns the social they are providing, you could be at grave financial risk. And you could be inadvertently facilitating

financial risk. And you could be inadvertently facilitating identity theft. RentHelper now verifies IDs.

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Sincerely,

 $Douglas\ Quattrochi \bullet Executive\ Director,\ MassLandlords,\ Inc.$

Homeowners Beware: New Law Exempts BlueHub, Lenders from Consumer Protection, Usury Laws, Despite 20% APRs.

By Kimberly Rau, MassLandlords, Inc.

By signing the legislature's economic development bill into law, Gov. Healey codifies sweeping protections for one specific nonprofit, operated by one of her most loyal donors.

On Nov. 20, Gov. Maura Healey signed the state's \$4 billion economic development bill into law as <u>Chapter 238 of the Acts</u> of 2024, and exempted the nonprofit BlueHub Capital from the state's consumer protection laws.

This legislation seems aimed to dismiss a lawsuit against BlueHub. It's a move that has raised concerns from the state attorney general's office and angered housing advocates who say BlueHub has practiced predatory lending practices in the past and did not disclose key information about their mortgages.

WHAT IS BLUEHUB CAPITAL?

BlueHub Capital, formerly known as the Boston Community Loan Fund and Boston Community Capital, is a Roxbury-based nonprofit that claims to help homeowners remain housed when they are on the brink of foreclosure. They do this by buying the at-risk houses from lenders who hold the title and selling them back to the homeowners with an apparently new, affordable payment.

According to BlueHub testimonials, this practice has helped many people, who

might have otherwise lost their homes, remain in the property they purchased. But the service is not free by any means. Homeowners who closed on a mortgage with BlueHub may have reasonably expected higher interest rates. But many claim they were surprised when they went to sell or refinance their home and learned they had a second loan on the property. This second loan, called a shared appreciation mortgage (SAM), required BlueHub homeowners to pay the nonprofit a percentage of their accrued equity - sometimes more than half of it - before they could sell, refinance, or otherwise access their home equity.

The alleged lack of disclosure about these shared appreciation mortgages led

to the 2020 lawsuit against BlueHub. We briefly <u>wrote about the lawsuit</u> earlier this year, when it appeared that the economic development bill was not going to be signed as part of the most recent legislative session. We recommend reading that article to get a better idea of the actions that led to the lawsuit.

We also have to wonder if an organization that solicits third-party investors, as BlueHub does, can be called a nonprofit, or if it's a front organization at that point.

NO LITIGATION AGAINST SHARED APPRECIATION MORTGAGES WITH "FULL DISCLOSURES"

The new legislation, which was one of many policies tacked onto the economic



BlueHub CEO Elyse Cherry discussing fraud before the legislature at a hearing in 2023. (Image: Public Domain)

development bill, is highly specific. It not only formally defines and codifies the use of shared appreciation mortgages into law, but also states that lenders cannot be litigated against for offering said mortgages as long as the homeowners received "full disclosure" of the practice.

"If an entity obtains from a person acquiring or re-acquiring a residential property a shared appreciation mortgage...then the entity and the maker, lender, grantor or holder of the new first priority mortgage loan shall not be liable for monetary relief, injunctive relief or other equitable relief at common law or by statute, including chapter 93A, chapter 140D, chapter 183C and section 49 of chapter 271 for the use of or the terms of said shared appreciation mortgage or shared appreciation promissory note," the law states.

This effectively makes BlueHub litigation-proof. The law doesn't explicitly say that someone who has issues with their shared appreciation mortgage may not sue the lender, but that's splitting hairs. It prohibits receiving any kind of monetary judgment or award, any kind of injunction, or even a recognition of wrongdoing under any statute one might reference when making their case, as long as they received a "full disclosure" of the shared appreciation mortgage. <u>Chapter 93A</u> is the chapter governing consumer protection laws in Massachusetts. <u>Chapter 140D</u> governs disclosing the cost of consumer credit. <u>Chapter 183C</u> and <u>section 49 of chapter</u> <u>271</u> cover predatory lending and criminal usury, respectively.

THE "FULL DISCLOSURE" PORTION OF LAW IS FULL OF OPTIONAL VERBIAGE.

This legislation defines full disclosure as a notice received in writing in advance of the closing of the property sale informing the homeowner of their obligations. Specific verbiage is included for the information that must "substantially" be conveyed, but other language is apparently optional.

For instance, the legislation merely suggests, rather than mandates, the written notice include verbiage that encourages the borrower to discuss the terms of the agreement with "family, community service providers, housing counselors or others" prior to signing. (We assume "others" is meant to include attorneys, who are otherwise not specifically mentioned.)

It also merely offers the option that lenders include a deadline of seven days to have the notice signed and returned, among other suggested allowed verbiage.

Though the law does not specifically mention BlueHub, as of this article's publication they are the only nonprofit offering shared appreciation mortgages in Massachusetts.

We have created a <u>plain-language</u> <u>explainer</u> of this portion of the economic development bill to ensure everyone understands exactly how egregious it is.

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10 Malcolm X Blvd. in Roxbury, the address BlueHub Capital calls home. (Image: Google Earth)

HOMEOWNERS SPEAK OUT: BLUEHUB WAS PREDATORY

After Gov. Healey signed <u>H.5100</u> into law, we spoke with Nardella Thomas and Jonandria Jones-Booker, two women who state BlueHub did not disclose anything about a shared appreciation mortgage when they refinanced to keep their homes.

In 2013, Jonandria Jones-Booker and her husband were facing financial hardship. They found themselves unable to keep up with the mortgage on their Brockton home, originally purchased in 2007 and financed through Bank of America. The bank suggested the Bookers contact the attorney general – at the time, Martha Coakley – because they knew programs existed for struggling homeowners.

It was at that time that the attorney general's office referred the Bookers to BlueHub, then known as Boston Community Capital.

"They told us they could help us," Jones-Booker recalled, "and that we didn't have to worry about anything."

The couple began working with BlueHub to try and save their home. Eventually, BlueHub bought the Bookers' mortgage from Bank of America for \$67,000, according to public records, and sold it back to the homeowners for \$90,000. This represented an immediate profit of \$23,000 to BlueHub, a 34% increase over the sale price from Bank of America. The Bookers' interest rate for their mortgage was 6.9%. At the time, the prime interest rate was 3.25%, and the average 30-year fixed mortgage rate was 3.98%.

When it came time for the closing, Jones-Booker says she and her husband asked more than once if they needed an attorney present, and were told no by BlueHub representatives. On closing day, the Bookers reportedly found themselves sitting alone in a room. One man came back and forth with papers, asking them to sign. Jones-Booker says at no point was she told about anything resembling a shared appreciation mortgage.

"[Eventually] they said, 'you're all set, this is your monthly payment," she recalled. She and her husband left the office and began making their payments to BlueHub.

Everything went according to plan until 2019, when the Bookers, now in a better financial situation, decided to take advantage of lower interest rates and refinance their home. The Mansfield Co-Operative Bank was willing to help them refinance their mortgage, which at the time was \$83,000. The Bookers planned to use a modest amount of their equity to perform some upkeep on the house.

But just before closing, the bank called them, asking about a second loan on the property. The Bookers were confused. As far as they knew, the only loan on the property was their mortgage with BlueHub. The closing process halted until the matter could be cleared up.

Jones-Booker reached out and spoke with Adam Beattie, who is still listed as an operations manager for BlueHub. She explained they were planning to refinance the property. Beattie asked her if there had been a recent appraisal done on the home. Yes, there had been. She sent the appraisal to Beattie, and received an email with her payoff amount.

Besides the \$83,000 from the mortgage, Beattie explained, the Bookers also owed \$95,585, representing 60% of the accrued equity in the home. It was the first they had heard of it, though Beattie assured

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Jones-Booker the couple had signed a paper allowing them to put a second mortgage on the home.

By MassLandlords' math, the shared appreciation component of their obligation to BlueHub made their annual percent rate (APR) effectively 25%, equivalent to buying the house with a credit card and never making a single payment.

"We were devastated," Jones-Booker said.

Mansfield Co-Op informed the Bookers that they could continue to refinance the home and pay off BlueHub in full, but doing so would max out the Bookers' equity. There would be nothing left for property upkeep.

"I was depressed," Jones-Booker said. "I felt misled. We felt like we were taken advantage of in our most vulnerable state."

The Bookers went through with the refinancing to get a lower interest rate and be done with BlueHub. But Jones-Booker wasn't done. She filed a complaint with the attorney general's office. That's when she learned about the lawsuit filed against BCC/BlueHub, and met Nardella Thomas, who has been a prominent voice in the case against the nonprofit.

"She was my saving grace," Booker said. "She knew exactly what I was going through." She felt similar camaraderie with the other plaintiffs.

"We're all victims of predatory lending."

HIGHER THAN AVERAGE INTEREST RATES; MAJOR PROFITS

One part of Booker-Jones' story that stood out was the interest rate she was paying once she refinanced with BlueHub: 6.9%. The average 30-year mortgage rate in 2013 was 3.98%. BlueHub's rate for the Bookers was nearly double that. This represents a substantial amount of additional income for the nonprofit, before the shared appreciation component is even calculated.

But remember, interest isn't the nonprofit's only – or even greatest – moneymaker. When homeowners sell or refinance their homes, the shared appreciation mortgage (SAM) comes due, and the amounts can be staggering. Court documents show that BlueHub purchased <u>one Everett home</u> in 2012 for \$125,000, and sold it back to the original homeowners on the same day for \$171,000. The initial profit to BlueHub was \$46,000, but there was also the SAM, which demanded 50% of the homeowners' eventual equity. Casino developers wanted to purchase the property for \$800,000 in 2019, but the homeowners first had to hand BlueHub \$314,000 to satisfy their second mortgage. As with the Bookers, the APR on this loan was probably well over 20%. (To calculate the APR as precisely as for the Bookers, we would need to know the loan term and interest rate.)

At what point does this stop being a helping hand to keep people in their homes, and start looking like predatory lending? No matter, because the new law ensures that no one will be able to sue BlueHub for these actions and win, as long as the SAM is disclosed ahead of time.

ATTORNEY GENERAL HOLDS SOME POWER OVER NEW LAW

The legislation does include a line that the attorney general may "promulgate

rules and regulations to implement this section." Attorney General Andrea Campbell expressed her concerns about the legislation before it was signed.

Elyse Cherry reportedly <u>told WGBH</u> that this portion of the legislation was the "most important." However, before any rules could be promulgated, BlueHub's legal team wasted no time in attempting to get the case against them thrown out.

When the legislation was signed, the parties involved in the lawsuit against BlueHub were waiting for a summary judgment from the judge presiding over the case. BlueHub lawyers filed a motion almost immediately to stop the lawsuit against the nonprofit. Lawyers for the plaintiffs filed a rebuttal and the matter remains open as of publication.

FRIENDS IN HIGH PLACES: HEALEY'S SIGNATURE HELPS LONGTIME DONOR AND FRIEND

BlueHub CEO Elyse Cherry has faced criticism for her high salary (nearly \$1 million in 2022, according to public filings), but her longstanding friendship and political donations with Maura Healey have also come into question with the signing of this legislation.

Public donation records show that for the past 10 years, Cherry has donated

\$1,000 annually to Healey's political campaigns, the <u>maximum allowed under</u> the law. They are also longtime personal friends, according to a 2022 <u>Boston Globe</u> <u>article</u> titled "Maura Healey could be the nation's first openly lesbian governor. Here's how her identity has shaped her." In that article, Cherry talks about how "down to earth" the now-governor is, and is reported as having held fundraisers to benefit Healey, including a <u>2014 event</u> to support her run for attorney general.

We have also been unable to find BlueHub or Elyse Cherry registered as lobbyists through the state website. Lobbying firm Smith, Costello & Crawford lists them as clients in their lobbying disclosures as recently as 2023, but it was Cherry who testified in front of the joint committee on the judiciary in 2023 defending what was then <u>S.1104</u>, "An Act Protecting Homeowners From Unnecessary Foreclosures." A version of that bill would eventually be what was signed into law in 2024. Does this not count as lobbying? And if so, why is BlueHub not being fined for not registering?

CONCLUSION

When it comes to this legislation, we find it corrupt that any nonprofit can somehow promote legislation that exempts them

Viewing 1 through 12 of 12, \$11,000.00								
Date -	Contributor	City	State	Zip	Occupation	Employer	Amount Recipient/Source	
2/14/2024	Cherry, Elyse D 46 Cotswold Rd ,	Brookline	MA	02445- 5837	CEO	BlueHub Capital	\$1,000.00 Healey, Maura T. 2/14/24 Deposit Report	
/17/2023	Cherry, Elyse D 46 Cotswold Rd ,	Brookline	MA	02445- 5837	CEO	BlueHub Capital	\$1,000.00 Healey, Maura T. 4/17/23 Deposit Report	
/31/2022	Cherry, Elyse D 46 Cotswold Rd ,	Brookline	MA	02445- 5837	CEO	BlueHub Capital	\$1,000.00 Healey, Maura T. 1/31/22 Deposit Report	
/12/2021	Cherry, Elyse D 46 Cotswold Rd	Brookline	MA	02445- 5837	CEO	Boston Community Capital	\$1,000.00 Healey, Maura T. 4/12/21 Deposit Report	
7/7/2020	Cherry, Elyse D 46 Cotswold Rd	Brookline	MA	02445- 5837	CEO	Boston Community Capital	\$1,000.00 Healey, Maura T. 7/7/20 Deposit Report	
8/6/2019	Cherry, Elyse D 46 Cotswold Rd	Brookline	MA	02445- 5837	CEO	Boston Community Capital	\$1,000.00 Healey, Maura T. 8/6/19 Deposit Report	
/30/2018	Cherry, Elyse D 46 Cotswold Rd	Brookline	MA	02445- 5837	CEO	Boston Community Capital	\$1,000.00 Healey, Maura T. 3/30/18 Deposit Report	
2/1/2017	Cherry, Elyse D 46 Cotswold Rd	Brookline	MA	02445- 5837	CEO	Boston Community Capital	\$1,000.00 Healey, Maura T. 2/1/17 Deposit Report	
/16/2016	Cherry, Elyse D 46 Cotswold Rd	Brookline	MA	02445- 5837	CEO	Boston Community Capital	\$1,000.00 Healey, Maura T. 7/16/16 Deposit Report	
/17/2015	Cherry, Elyse D 46 Cotswold Rd	Brookline	MA	02445- 5837	CEO	Boston Community Capital	\$1,000.00 Healey, Maura T. 6/17/15 Deposit Report	
2/9/2014	Cherry , Elyse D 46 Cotswold Rd	Brookline	MA	02445- 5837	CEO	Boston Community Capital	\$500.00 Healey, Maura T. 2/9/14 Deposit Report	
0/21/2013	Cherry, Elyse 46 Cotswold Road	Brookline	MA	02445	CEO	Boston Community Capital	\$500.00 Healey, Maura T. 10/21/13 Depos Report	

Public records show that Elyse Cherry has repeatedly made the maximum allowable donation to longtime friend Gov. Maura Healey (Lic: Public Domain) from any and all consumer protection laws, including the ones surrounding predatory lending and usury.

It's also worth noting that similar legislation had been introduced and shut down multiple times before this bill was signed into law. (A prior version of the bill included language that would make the legislation apply retroactively.) The fact that it made it through under Gov. Healey may be a coincidence, but it's certainly worth noting that a personal acquaintance of hers, who maxes out her personal political donations to Healey, is the one who stands to benefit the most from this legislation. Only BlueHub offers shared appreciation mortgages in Massachusetts, and only BlueHub is at the center of a lawsuit alleging that their practices were deceptive and predatory.

Whether those practices were predatory is ultimately up to the judge to decide. However, it is worth noting that it is only recently the phrase "shared appreciation mortgage" started appearing on BlueHub's website. Internet archive screen shots of various BlueHub pages show no mention of the practice in the earliest versions we could find, and later versions called it an "agreement." The inclusion of the word "mortgage" is relatively new, certainly post-lawsuit.

And while this new legislation may not specifically stop anyone from suing BlueHub, that's relatively meaningless. Anyone can file a lawsuit against anyone or anything, but that doesn't mean they'll win or receive any litigatory award. This legislation removes any leg a plaintiff would have to stand on if they felt misled by BlueHub's structure.

"If they're so great, why would they need legislation in the first place?" Nardella Thomas asked in her discussion with MassLandlords. "This is how the government is doing favors for their special donors."

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State Auditor Finds Mass. Growth Capital Corp. Missed Mark on Covid Appropriations; MassLandlords Impacted

By Kimberly Rau, MassLandlords, Inc.

The Massachusetts Growth Capital Corporation distributed around \$750 million to small businesses during the pandemic, but an audit discovered funds were not always correctly managed.

A 2024 performance audit of the Massachusetts Growth Capital Corporation (MGCC) for the period of March 2020 through June 2022 revealed that the group did not always effectively, or appropriately, manage grant funds meant to help small businesses during the Covid-19 pandemic. This includes distributing grant money to businesses that should not have been eligible for funding under the program's restrictions, and sometimes awarding funds far in excess of what a business should have received.

State auditor Diana DiZoglio conducted the audit and released her report in August 2024. The report includes her findings and recommendations, as well as responses offered by MGCC. This article will focus primarily on the misappropriation of grant funding.

The audit also showed that MGCC lost track of more than \$50,000 in assistance funds, slightly more than the amount MassLandlords received from them for a different grant, that we were forced to return. We'll touch on that in this article as well.

WHAT IS THE MASSACHUSETTS GROWTH CAPITAL CORPORATION?

MGCC was created in 2010 and is part of the Executive Office of Economic Development (EOED). Its goal, according

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The cover of the 2024 State Auditor's report for the Massachusetts Growth Capital Corporation (Image: Public Domain)

to <u>the MGCC website</u>, is to empower "small business through financing and managerial assistance to create economic opportunities for all." It further states that it provides and supports "inclusive business resources" to organizations throughout Massachusetts.

MGCC works with local lending institutions, community groups and other nonprofits to help finance projects that lead to job growth in economically distressed communities. It also provides access to loans when groups are unable to secure more traditional financing, and manages a grant program that helps small businesses access training and technical assistance.

PANDEMIC DOLLARS MEANT TO HELP SMALL BUSINESSES

In response to the Covid-19 pandemic, MGCC received more than \$750 million through eight federally funded contracts in fiscal year 2021. By the end of 2022, MGCC had received \$751,856,500 from those contracts, and had distributed \$702,754,582 to approximately 15,000 small businesses in Massachusetts.

Notably, from those grants, MGCC administered the Covid-19 Small Business Relief Grant Program (SBRGP), funded by two of those eight contracts. One contract totaled \$650 million, the other, \$17.5 million.

The SBRGP was specifically to help small businesses shoulder the burden of lost revenue due to Covid-19, and help preserve jobs. Eligible businesses could receive grants totaling three months of operating expenses or \$75,000, whichever was less.

MGCC was instructed to score applications and award additional points to



MGCC had reports due the same day as our deadline to use grant funds. We requested an extension ahead of time. They submitted their report late with incomplete information. Our request was denied. (Lic: CC by SA 4.0 MassLandlords, Inc.)

businesses that met one or more of the following criteria: businesses that served a <u>gateway city</u>; were owned by people of color, women or veterans; had not yet received any Covid-19 assistance; or were from sector-specific industries such as bars, restaurants, retail establishments, hair salons and barbershops.

To qualify, businesses had to be located in Massachusetts and part of an eligible industry. They had to be able to prove a loss of income related to Covid-19 that was equal or greater to the amount of requested funding. Further, the business had to have been established prior to 2019 and still be in operation, and needed to be in good standing with taxes and any applicable licenses and registrations.

MGCC received 19,070 applications for SBRGP funding and awarded grants to 14,066 applicants from 324 Massachusetts cities and towns. Applications were accepted during an eight-month period from October 2020 through June 2021. The last payments were disbursed in July 2021. Applications were reviewed at each stage (eligibility, application and approval), and an MGCC financial analyst also reviewed completed applications for any disqualifying issues or fraud.

"ROUNDING METHOD" MISAPPROPRIATES THOUSANDS IN COVID ASSISTANCE

During her audit, DiZoglio obtained the list of SBRGP recipients and chose a random sample of 60 businesses that received funding through the program. The auditing team reviewed the applications, tax records, electronic transfers and bank statements for each sample recipient.

Of those 60 recipients, the audit revealed that 18 received grants (30%) were not limited to the lesser of 3 months' expenses or \$75,000. In those 18 instances, the grant amounts totaled \$540,000, which was more than \$80,000 over what should have been granted. For instance, one business received \$60,000 when it was only entitled to \$50,419.50. Another received \$30,000 when it should have gotten \$26,508. And in the most egregious example, a business that should have gotten only \$5,161 received \$20,000.

An MGCC email to the state auditor in June 2023 stated that MGCC "rounded up" requests "based on the ongoing pandemic and the continued negative impacts on small business."

The auditor's report noted that they had not been able to find any documented policy that allowed for said rounding. They also did not find any methodology as to when, or how, to round up.

"We noted that the contract overages did not follow a consistent pattern, which would be expected from rounding," the auditor's report stated, "especially given the example of a \$5,161 grant being rounded up to \$20,000."



. MassLandlords.net Dilema

- Un niño menor de 6 años no puede vivir en un apartamento con riesgos de plomo
- No se puede discriminar a las familias con niños
 - \rightarrow Los arrendadores deben eliminar el plomo

"A child under the age of 6 cannot live in an apartment with lead hazards. You cannot discriminate against families with children. Lessors must eliminate lead." One of the many portions of our Crash Course in Landlording that we were translating into Spanish before MGCC took our grant money back. (Image: CC by SA 4.0 MassLandlords, Inc.)

GRANTS FOR SMALL BUSINESSES AWARDED TO FRANCHISES

The Covid-19 SBRGP grant money was intended for small businesses, not larger companies. Still, the audit revealed that nine grants, totaling \$660,000, went to businesses that were parts of chains or franchises. MGCC stated that was the result of the applicants neglecting to provide that information on their applications.

"During the pandemic, self-attestation was a common method for the federal government to ensure that assistance reached those in need as expediently as possible," MGCC wrote in its response to the findings, which were published in the audit report.

However, the auditor report suggests MGCC could have done more.

"[V]arious procedures exist to check for program eligibility in a timely manner," the report states. "For example, if MGCC performed an analysis of potential grantees with out-of-state legal business addresses before issuing grant payments, it could have potentially identified some ineligible applicants."

CYBER SECURITY ALSO PROVES ISSUE FOR MGCC EMPLOYEES

A section toward the end of the report details a non-financial misstep that could have proved dangerous in the event of a security breach.

There were 10 MGCC employees responsible for managing and accounting for SBRGP funds during the audit period, but the audit uncovered that none of them received any information about security training. MGCC does have a written information security policy (WISP) that calls for information security training, but it was not implemented.

"A lack of such training may lead to user error or compromise the integrity and security of MGCC's information systems, such as MGCC's accounting system, which was

used to administer approximately \$650 million in Covid-19 SBRGP funding," the auditor's report reads.

MGCC pointed to the "rapid pace" of hiring new and temporary staff during the pandemic, along with the requirement that employees work from home. They have since provided the required training.

REPORTS NOT FILED BY REQUIRED DATES; \$54,000 MISSING

The two final points in the audit report indicate that MGCC did not file SBRGP reports by the required dates, and did not include all the required information. This includes an initial financial and program report, which was 16 days late and did not include information on program outcomes.

MGCC stated in response that the outcomes were not included because not enough time had elapsed to properly measure them. For example, outcomes such as job retention and economic impact could not be measured until all grant funds had been used by the businesses. According to MGCC, the final report was late because the final SBRGP payment was made after the report's due date of June 30, 2021.

Finally, the audit revealed that MGCC had an unreconciled variance of \$54,324 in SBRGP funds.

"This variance consists of funding that MGCC had not disbursed as grants or returned to the state, and MGCC could not explain this variance," the report states.

MGCC responded that the deviation was due to the fact that the initial amounts logged in were estimates, and were subject to change based on further discussion.

"As noted, MGCC's final and official close-out for the Covid-19 SBRGP reconciled program funds received with program funds disbursed without any deviations," they wrote.

The auditor's report stated their office was planning to conduct a post-audit review that would allow them to further examine the reconciliation.

MASSLANDLORDS' HISTORY WITH MGCC

In 2020 (fiscal year 2021), MGCC offered Massachusetts small businesses with fewer than 20 employees technical assistance grants. MassLandlords applied for, and received, a grant in the amount of \$41,179 to translate our <u>Crash Course in</u> Landlording into Spanish.

"The purpose of this grant is to create new business by encouraging Spanish primary commonwealth residents to learn how to operate rental property," we wrote to MGCC.

All funds had to be used by June 30, 2021. If not, recipients were to write in to MGCC and request an extension.

By May 2021, we had used just under \$10,500 of the grant we were awarded. This was primarily because MGCC awarded the funds six months into the fiscal year, leaving us half of the time requested in our grant to complete the project. We faced many obstacles in attempting to reach our goal, including difficulties finding and hiring qualified translators. Attendance was down due to a lack of in-person meetings prior to vaccinations. And virtual meetings were slow to take off.

We wrote to request an extension, stating we expected to be able to complete the project by Dec. 31, 2021. We showed that we had successfully hired two translators and two course instructors and were ahead of schedule and under budget given our six-month delayed start.

Instead of receiving an extension (which MGCC should have been open to, considering their own inability to meet the exact same deadline for reports), MassLandlords was ordered to return the funds. When we asked what we could do next time to ensure we could retain the grant, MGCC's then-president and CEO Larry Andrews informed Executive Director Doug Quattrochi that "there will be no 'next time' for MassLandlords."

Andrews informed Quattrochi that MassLandlords was not the right kind of nonprofit, and that MGCC was not interested in funding real estate investors or house flippers. Even when informed that house flipping was not remotely within the scope of MassLandlords' mission, MGCC refused to allow us to continue with our Spanish translation project. We returned the funds.

Perhaps if we had used the MGCC "rounding method" to turn our \$10,400 in used funds into \$41,000 on the report, we would have been able to continue our mission. Our apparently solo desire to remain in compliance with rules and statute when MGCC itself was unable to cost us the opportunity to reach more people.

CONCLUSION

The height of the Covid-19 pandemic was an uncertain, stressful time

for most everybody, and this of course includes people who worked for government agencies.

However, \$700 million is no small chunk of change, and it's imperative that the people overseeing such sums have systems in place to ensure that money is securely handled, and fairly and accurately awarded. In some cases, it appears systems were in place, but were disregarded, such as the bizarre "rounding" determinations.

In other cases, it appears the chaos surrounding many new employees resulted in a lack of oversight toward procedures such as internet security. That may seem like a minor thing, but if there had been a security breach, almost a billion dollars would have been at stake, along with lots of sensitive information for thousands of Massachusetts businesses.

If we hadn't had our own negative experiences with MGCC, perhaps we would be more inclined to think these misappropriations and oversights were purely a result of the pandemic. But since we were incorrectly lumped in with "house flippers," at which point no further discussion or clarification was entertained, we have to wonder if there's any true oversight at all happening within MGCC.

In the end, though, MGCC has had its independence revoked by the recent economic development bill, which rolled it into the Massachusetts Development Finance Agency ("MassDevelopment"). Also, according to an October post on LinkedIn, Larry Andrews was "seeking a new role and would appreciate your support." MassLandlords fully supports Mr. Andrews seeking a new role, preferably away from public funds.

Point your camera app here to read more online.





Hold Deposits Unlawful Under Mass. Law: Landlord Response



Make sure payment clears before you sign a lease or rental agreement and turn over the keys to your apartment. (Lic: Tierra Mallorca for Unsplash)

Our 2024 article about a property management company that was forced to return a hold fee and pay triple damages garnered lots of member engagement. Here are some of the most frequently asked questions.

The court case <u>Merkulova v. Premier</u> <u>Property Solutions and LDJ Development</u> determined that it was unlawful for landlords to charge prospective tenants hold fees or deposits when looking to rent an apartment. When we <u>wrote about this</u> <u>case</u> earlier in 2024, members submitted some interesting questions surrounding hold fees and move-in monies.

Here, we will go over the top questions we received. Please note that these questions have been edited for clarity and, in certain cases, to remove identifying information. Also remember that we are not attorneys, and the answers we provide should not be considered legal advice.

Q: WHY DID THE COURT ORDER TRIPLE DAMAGES IF NO SECURITY DEPOSIT WAS COLLECTED?

A: We talk a lot about security deposits and the <u>triple damages penalty</u> that may be invoked if a landlord mishandles the deposit, but under <u>MGL Chapter</u> <u>93A</u>, triple damages may be ordered for violating any law, not just the security deposit law.

Q: IF A TENANCY AT WILL AGREEMENT IS SIGNED THE SAME DAY AS THE FIRST MONTH'S RENT IS COLLECTED, WOULD THIS BE LAWFUL?

A: Yes, this is lawful, but risky for you. You want the funds to clear before you sign the agreement. Our suggested best practice is to collect the move-in monies and issue a <u>move-in monies receipt</u> that clearly states the agreement/lease will not be signed until payment has cleared.

Remember, the property managers in this case didn't get in trouble for collecting first month's rent. They lost their case because they called it a hold fee/ deposit (unlawful) and refused to refund it when the tenant did not move in (also unlawful, because there was no signed agreement).

The main message here is to only collect lawful move-in monies, and call them by the right names (and return them when indicated).

Q: WHAT HAPPENS IF THE LEASE/ TENANCY AGREEMENT IS SIGNED BUT THE TENANT DOES NOT HAVE THE FUNDS ON THE DAY THE TENANCY BEGINS?

A: We suggest you wait for the funds to clear prior to signing the rental agreement.



DO YOU HAVE A LANDLORD EXIT STRATEGY?

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- Interested in selling your investment property?
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Ice. There are material risks associated with investing potential loss of the entire investment principal. If you do collect move-in monies on the same day you sign the agreement, you need to have a clause in your lease that states the agreement is void if the funds have not cleared by move-in day.

Otherwise, you'd be at risk for any scammer who wants a free apartment for a little while (remember the <u>eviction process in Massachusetts</u> is long and expensive). Getting the keys and having the first check bounce is literally the first page of the professional tenants' playbook.

Q: WHAT IF THE SHOE WERE ON THE OTHER FOOT?

SAY I SHOWED AN APARTMENT TO A POTENTIAL TENANT, COLLECTED THEIR APPLICATION AND A DEPOSIT OF FIRST MONTH'S RENT, AND THEN EMAILED THEM LATER TO SAY THEY WERE ACCEPTED. ISN'T THAT CONSIDERED A CONTRACT (OFFER AND ACCEPTANCE) UNDER LAW? WHAT WOULD HAPPEN THEN IF I CHANGED MY MIND AND SAID I WOULDN'T BE RENTING TO THEM AFTER ALL? WOULD THE HOUSING COURTS SAY A TENANCY HAD BEEN CREATED AT THAT POINT?

A: On its own, the receipt of move-in monies does not create a tenancy. The attorneys in our <u>crash course</u> teach that possession + consideration = tenancy. In other words, an applicant must have both received the keys and paid something of value to be considered a tenant.

Our <u>move-in monies receipt</u> supports this process of collecting money up-front. It reads, "We are collecting these funds on the basis of having received a satisfactory rental application from you. We will not sign a rental agreement or give you the keys until these funds clear and settle. You are not a tenant yet."

The court decision described and linked to in the article supports this. It reads in part, "any pre-rental contract between a lessor (or its agent) and any prospective tenant which purports to alter or waive the application of <u>MGL Ch. 186</u> Section 15B is void as a matter of law."

This implies there can be valid and enforceable pre-rental contracts, so long as they are consistent with 186 15b (which says we can only charge first, last, security and locks).

In the hypothetical scenario provided in your question, we assume that first month's rent would be refunded when you changed your mind about the tenancy. In that case, the renter's claims would depend a great deal on whether you had a contract around the move-in monies, whether that contract was consistent with existing law, and what it said about either party's ability to change their mind. Our default move-in monies receipt would not cover you, but we imagine that a different contract could, which is why it's important to speak with an attorney regarding special situations like this.

The reason *Merkulova v. Premier Property Solutions and LDJ Development* was decided in favor of the tenant is not because the company accepted money before a lease was signed. Rather, it's about a property management company that wasn't even trying to follow 186 15B.

Q: DO I NEED TO DO ANYTHING DIFFERENTLY?

A: Yes, probably. If you require any payment other than first, last, security and locks, you need to rename it or stop taking it. <u>Broker fees</u>, application fees, credit check fees, <u>pet fees and pet</u> <u>deposits</u> (pet rent appears to be lawful, however), and more are unlawful for lessors to charge.

Point your camera app here to read more online.





ARTICLE YOU MAY HAVE MISSED

Eviction Sealing Effective May 2025 – What Landlords Need to Know

Gov. Maura Healey signed 193 H.4977, also known as the Housing Bond Bill, into law on Aug. 1, 2024. The bill included eviction sealing, effective in May 2025. Here's what you need to know. Point your camera app here to read more online.



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



To Collect a Security Deposit or Not? Worcester Housing Authority No Longer Does, Joining Other Agencies

By Eric Weld, MassLandlords, Inc.

The WHA cited untenable costs for the agency and for clients in ending its policy. We want your thoughts on security deposits.

The Worcester Housing Authority (WHA) announced in August 2024 that it will no longer collect security deposits or last month's rent from new housing clients, citing prohibitive administrative costs and financial barriers to people who need housing.

The WHA administers rental housing for <u>nearly 10,000</u> residents of the city of Worcester and Worcester County. It joins both Cambridge Housing Authority and Boston Housing Authority in shifting its policy to not taking these pre-tenancy payments. The policy was rescinded by the WHA Board of Commissioners, based on a recommendation by the authority's CEO Alex Corrales. It took effect on August 17.

COST, LABOR AND LIABILITY

Processing, monitoring and communicating on security deposit and last month's rent payments cost the agency more than the total monies collected for those purposes, noted Corrales to the board in arguing for the policy shift. Annual deposits equaled around \$82,000, but the total administrative costs to manage the deposits totaled about \$88,000, according to a WHA press release announcing the policy change.

This is a non-lateral comparison. Security deposits are, and remain,

Bills & Laws Budget	Legislators Hearings	& Events	Committees & Commissio	ng State	House
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 Chapter 183 Chapter 183A Chapter 183B 	(iii) to inspect, within the la to terminate the tenancy.	ast thirty days of the premises for	' the tenancy or after either party has gi r the purpose of determining the amou n any security deposit held by the lesso	int of damage, if an	y, to the prem
 Chapter 183C Chapter 184 Chapter 184A 	(b) At or prior to the comm amount in excess of the fo		ny tenancy, no lessor may require a ten	ant or prospective t	lenant to pay

M.G.L. Ch. 186 S. 15B outlines the Massachusetts security deposit law, including its strict requirements to 1) issue a receipt within 30 days of receiving a security deposit, 2) deposit the fee in an interest-bearing account in a Massachusetts bank, and 3) pay interest generated from the account to your tenant annually. An error on these or other security deposit steps could mean liability for triple damages plus attorney and court costs.

renters' money, not landlords' income. So comparing costs of holding security deposits against landlord (WHA) income is inaccurate. A more accurate contrast would be the costs of collecting security deposits against the potential cost of damages to a rental unit or nonpayment of rent, which security deposits are intended to protect against. That projected cost, or an amalgam of past years' damage costs, should at least be added in when calculating the cost-benefit ratio.

On top of administrative costs, the press release adds, the monitoring and payout of interest on each security deposit – a legal requirement – consumed inordinate staff labor hours, and left the agency vulnerable to liability for exorbitant legal damages in the case of errors.

Regarding staff hours, we wonder, how much is WHA really saving by eliminating administration of these two move-in fees, unless the agency plans layoffs? Very little, we imagine. And with even a slight spike in rental unit damages or nonpayment, the policy could backfire.

MASSLANDLORDS SECURITY DEPOSIT TRAINING VIDEOS

Still, mathematics aside, potential processing errors are a fair concern with Massachusetts' complicated <u>security</u> <u>deposit law</u>, especially if one is dealing with hundreds of leases and move-in fees.

The law requires money collected for this purpose to be deposited in an interest-bearing account in a Massachusetts bank under the tenant's name, separate from landlords' credit responsibilities, within 30 days of receiving the deposit. It also requires a receipt be issued to

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the tenant stating the date of reception, name of the bank and amount of deposit. It further requires that interest on the account be paid to the tenant (or removed from rent) annually. Finally, in the event security deposit funds are withheld by the landlord at the end of tenancy, for whatever reasons, the landlord must provide thorough documentation, including pictures, detailing the nature of any lease violations, damages to the unit or nonpayment.

Any divergence from tenets of the Massachusetts security deposit law opens housing providers up to <u>legal</u> <u>liabilities</u> such as paying the tenant triple damages – that is, three times the amount of the deposit, and interest in some cases – plus covering attorney and court costs.

Regulations around collecting <u>last</u> <u>month's rents</u> differ from security deposit policy. If you collect last month's rent, you, as landlord, may spend the money as you wish. However, if you opt to deposit it in an interest-bearing account, the law suggests you should pay your tenant the interest on that deposit. Watch our <u>training videos</u> (for members only; join <u>MassLandlords here</u>) on collecting security deposits to learn all aspects of the policy and how best to manage pre-move-in monies.

BURDEN FOR PROSPECTIVE RENTERS

In addition to administrative costs, collecting security deposits and last month's rent posed a prohibitive burden to some WHA clients, Corrales cited. And though assistance is available for tenants based on income, applying for such assistance could delay their move-in to approved housing, he said, costing the agency in lost rental income.

"The policy has created additional stress and burdens for tenants, and has strained our resources as well," Corrales said.

FOLLOWING OTHER AGENCIES' LEAD

WHA's shift in move-in money policy reflects a similar policy change by Cambridge Housing Authority (CHA) in 2020. After estimating that the CHA was spending more than five times the

	Security Deposit Receipt For start of tenancy	
TENANTS:		
LANDLORD:		
AGENT:	if applicable, manager or other person acting for the landlord	
PREMISES:	short description of the rented premises	
DATE:		
START OF TENANCY:		
Dear Resident,	the interview of the following Massachusetts bank:	
I have deposited yo	ur security deposit into the following Massachusetts bank:	
Bank Name:		CAR CO

One of the most important steps, when collecting a security deposit, is issuing a receipt to your tenant within 30 days. Use the MassLandlords security deposit receipt (excerpt shown) for your convenience. Need other forms?

amount of money in administrative costs as it was holding in deposits, it stopped the practice of collecting security deposits and refunded deposits to tenants collected that year. CHA held nearly \$300,000 in security deposits at the time.

Boston Housing Authority also does not collect security deposits from tenants.

WHAT ABOUT YOUR SECURITY DEPOSIT POLICY?

Other housing authorities, as well as other landlords and property managers, ask for security deposits before tenants move in. It's not only a way to protect against repair costs if a tenant damages the rental unit, or lost rent if they don't pay. It's also, increasingly, a final test of a rental application: Has your new tenant managed their cash flow sufficiently enough to pay standard up-front move-in fees? If not, it could be a red flag.

What is your security deposit policy, and how do you feel about it? Let us know by taking the survey at the end of this article.

In rescinding security deposit collections, these three housing authorities are the exception, not the norm. They have made the calculation that any potential rental unit damages or nonpayment costs will equal less than the annual management costs of security deposits and last month's rent. They are also taking the gamble that the added cost of rental repairs due to aboveand-beyond damage caused by tenants, plus any unpaid rent, won't surpass what they had been paying annually to process the fees.

Considering Massachusetts' particularly stringent and complicated security deposit law, the draconian penalty of triple damages for any breaches, and the time and cost of managing security deposits, we wonder, too, if taking security deposits is always the most prudent policy. Some landlords, who ended up with <u>five-figure penalties</u>, might not think so.

Many landlord-tenant attorneys might also recommend you not collect a security deposit due to the policy's high risk of legal damages. "I tell landlords that the security deposit law is too complicated for most landlords (and even many attorneys) to understand," says attorney Adam Sherwin, founder of the Sherwin Law Firm, Charlestown. "There are many, many nuances that can get landlords into problems, and most are better off avoiding it altogether. Landlords can avoid liability by selecting quality, reputable tenants and staying on top of the responsibilities for managing rental property."

A NEW ALTERNATIVE

Security deposit laws differ among all 50 states. Only about half of states have a security deposit law at all. Those states leave security deposit policy up to municipal governments. In 2024, the Massachusetts legislature <u>made</u> <u>a change</u> to the security deposit law, allowing landlords to charge a fee (paid monthly or on a different, agreed-upon schedule) instead of an up-front security deposit. That might be a more palatable option for some tenants. It might also hold less risk for landlords. We are still watching for specific regulations, but our initial read of this policy change is that triple damages penalty will not apply when you collect the fee monthly. To be safe, if you opt for that option, be no less adamant about following the law.

To be sure, many landlords continue to collect security deposits as the most feasible option for protecting against rental unit damage or rent nonpayment. The way to make certain you don't end up on the wrong side of a court case is to follow to the letter the steps required in the Massachusetts security deposit law. Point your camera app here to read more online.



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Tax Years 2024, 2025 Have Generous Inflation Reduction Act Energy Credits

Landlords can claim the Inflation Reduction Act Residential Clean Energy credits in tax year 2024, 2025 and after.

We previously covered the inflation reduction act (IRA) for landlords. The credits are available on your tax return for 2024, 2025 and subsequent years. The offerings for a rental business are limited, but there are substantial credits for homeowners in general. There are 30% credits available with no dollar cap for individual taxpayers installing solar panels, battery storage or geothermal on their primary residence. What's more, a primary residence can be partially for business use and the credit may still apply.

Any building that is 20% business use or less is eligible for the full credit. Under previous long-standing IRS guidance, business use can be calculated on the basis of square footage, time or both. This means that you can potentially rent out your home for two months a year, or rent out a room or a small ADU of less than 20% of the square footage of the building, and claim the full credit.

Any building more than 20% business use is eligible for a pro-rated credit according to the share of expense allocable to non-business use. For instance, if you install solar panels on your owner-occupied three-decker and put them entirely on your meter, that could still qualify for the full credit because the use is 100% non-business.

Among the <u>frequently asked questions</u> published as of April 2024, we still had not yet seen lookback guidance. This implies you may be able to claim the credit in one year, then in a subsequent year move out and convert the property to business use, without running afoul of the rules. (Do you know for sure? Email us at hello@masslandlords.net.) This would be of interest to at least a few owners. We previously published <u>strate-</u>gies to monetize solar in rentals.

Remember also that at least two Massachusetts utilities will pay for demand response via battery storage. This means during the summer, you can get paid to send energy back into the grid. If you are installing batteries in your own home, the IRA residential energy credits could reduce your investment cost by 30%, shortening your return on investment timeframe by about 30% as well. IRA-supported solar panels, battery storage and enrollment in a demand response program can potentially provide a cash return on your investment, as long as you are making that investment in your own name. Plus, this new tech will increase your property value, contribute to emissions reductions and make your property more resilient to power outages.

Always talk with an accountant before taking any action that could impact your tax liability. When in doubt, steer clear of gray areas. If you have specific citations to help us improve this article, email us at hello@masslandlords.net.

Point your camera app here to read more online.





A glowing green residential battery stands to chest height ready to help the grid.

REGIONAL

MassLandlords Upcoming events

See details under each region

2025 JANUARY

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			1	2	3 First Friday Office Hours 12:00PM-1:00PM	4
5	6 SWCLA 7:-00PM-9:00PM	7	8 Second Wednesday Office Hours 4:30PM-5:30PM	9 NWCLA 7:00PM-9:00PM	10	11
12	13	14 MWPOA 5:30PM-8:00PM	15 Third Wednesday Office Hours 4:30PM-5:30PM	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2025 FEBRUARY

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3 SWCLA 7:-00PM-9:00PM	4	5	6	7 First Friday Office Hours 12:00PM-1:00PM	8
9	10	11 MWP0A 5:30PM-8:00PM	12 Second Wednesday Office Hours 4:30PM-5:30PM	13 NWCLA 7:00PM-9:00PM	14	15
16	17	18	19 Third Wednesday Office Hours 4:30PM-5:30PM	20	21	22
23	24	25	26	27	28	

REGIONAL

STATEWIDE

First Friday Office Hours with Executive Director Doug 01/03 Quattrochi. No **Presentation.** Open Q&A. 12 pm - 1 pm Zoom.

FRI

We'll be having open office hours about any rental real estate topics you may care to bring. You can also ask about MassLandlords services or share feedback.

We will not address questions in private. We will have a group discussion about topics of interest to attendees. Questions will be answered at Doug's discretion and as time allows.



MassLandlords Executive Director Doug Quattrochi



We'll be having a free-flowing group conversation. Ask us anything related to MassLandlords.

Part of 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 detailed explanations." -Larry

"Doug always holds very infor*mative classes full of substance* and Very organized!" - Thomas

"Your answers to member's questions were most helpful." -Liz.

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"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.

FIRST FRIDAYS WITH EXECUTIVE **DIRECTOR DOUG OUATTROCHI NEXT ON FRIDAY, JANUARY 3RD**

Except for holidays or where his schedule requires otherwise, Doug will be available to members on the first Friday of every month.

ZOOM CHAT AGENDA

- 12:00 pm Start
- 1:00 pm Zoom Chat ends

Remember you can watch videos anytime at live events and training videos.



Participation is Easy

We have two formats of online events:

- Virtual meetings include optional audience participation via video, phone, and screenshare and, unless stated otherwise, are not recorded.
- Webinars have limited participation options (typed questions only) and, unless stated otherwise, 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 <u>hello@masslandlords.net</u> 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.

ACCESSIBILITY

Automatic closed captions may be activated at any time. Simply turn on this setting from inside the Zoom app.

Questions may be asked over microphone after using the "raise hand" feature of zoom. Questions may also be entered via the Zoom text chat box.

ZOOM CHAT 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 <u>online</u>.

Topic: First Friday Office Hours with Doug Quattrochi January 3, 2025

Time: Jan 3, 2025 12:00 PM Eastern Time (US and Canada)

Join Zoom Meeting https://us02web.zoom.us/j/81982441244

Meeting ID: 819 8244 1244

Passcode: Will be emailed and viewable <u>online</u>

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REGIONAL

Second Wednesday Office Hours with Peter Shapiro. No **Presentation**. Open 01/08 Q&A. 4:30 pm -5:30 pm Zoom.

WED

We'll be having open office hours about any rental real estate legal topics you may care to bring. This meeting is a great opportunity for members to learn from an experienced non-attorney counselor.

We will not address questions in private. We will have a group discussion about legal topics of interest to attendees. Questions will be answered entirely at Peter's discretion and as time allows.

Attendance is capped at ten attendees for depth of discussion. If an office hours is full, check another person's office hours or try again next month.



Peter Shapiro runs Good Landlord Consulting Services (GLCS) and is a **MassLandlords Helpline Counselor**



We'll be having a free-flowing group conversation. Ask us anything related to landlord-tenant communication or best practices.

Part of this event will be presented by **Peter Shapiro**. A graduate of MIT's Master's Program in City Planning, Peter founded the Housing and Mediation Services Program at Just A Start Corporation, a nonprofit housing group in Cambridge, MA. Since 1990, Peter and his team have been providing landlord counseling, mediation, training, landlord support groups, and homelessness prevention assistance across metro Boston and statewide. Peter now provides Helpline and Member services for MassLandlords, and also provides landlord counseling and mediation for the City of Boston. Peter is the author of: The Good Landlord -- A Guide to Making a Profit While Making a Difference.

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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.

SECOND WEDNESDAYS WITH PETER SHAPIRO NEXT ON WEDNESDAY, JANUARY 8TH

Except for holidays and where his schedule requires otherwise, non-attorney counselor Peter Shapiro will be available to members on the second Wednesday of every month.

ZOOM CHAT AGENDA

• 4:30 pm Start

• 5:30 pm Zoom Chat ends

Remember you can watch videos anytime at live events and training videos.

Participation is Easy

We have two formats of online events:

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





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ACCESSIBILITY

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Password will be emailed and viewable <u>online</u>.

Topic: First Friday Office Hours with Peter Shapiro January 8, 2025

Time: Jan 8, 2025 04:30 PM Eastern Time (US and Canada)

Join Zoom Meeting https://us02web.zoom.us/j/87380875665

Meeting ID: 873 8087 5665

Passcode: Will be emailed and viewable <u>online</u>

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Add just this event to your calendar:

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Third Wednesday Office Hours with Attorney Greenman. No Presentation. Open Q&A. 4:30 pm -5:30 pm Zoom.

We'll be having open office hours about **any rental real estate legal topics** you may care to bring. This meeting is a great opportunity for members to learn from an experienced attorney.

We will not enter attorney-client

privilege. We will not address questions in private. We will have a group discussion about legal topics of interest to attendees. Questions will be answered entirely at Attorney Greenman's discretion and as time allows.



Attorney Jordana Greenman



We'll be having a free-flowing group conversation. Ask us anything related to landlord-tenant law or closings.

Part of this presentation will be given by Attorney Jordana Roubicek Greenman. She is a real estate lawyer, recipient of the Super Lawyers Rising Star award 2012-2020, and one of Boston Magazine's Top Lawyers of 2022 and 2023. Her practice - with offices in Boston and Watertown - includes commercial and residential landlord/ tenant disputes, condominium association representation, general real estate litigation, and commercial and residential real estate closings. Attorney Greenman has a well-respected reputation for aggressively advocating for her clients' goals, and ensuring beneficial outcomes at a reasonable cost. She was an instrumental part of the team spearheading legal action opposing the Massachusetts and Boston eviction moratoriums, and is very active within the legal community. Attorney Greenman is a member of the Real Estate Council for the Massachusetts Bar Association



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and the Real Estate Bar Association, writes columns for the Massachusetts Lawyers Journal and Real Estate Bar Association News, and regularly leads legal seminars for first-time homebuyers and small-property owners.

"Attorney Greenman is such a great source of common sense and specialized wisdom!" -David

Members register for no charge in just a few clicks!

"No Sales Pitch" Guarantee

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THIRD WEDNESDAYS WITH ATTORNEY GREENMAN NEXT ON WEDNESDAY, JANUARY 15TH

Except for holidays and where her schedule requires otherwise, Attorney Greenman will be available to members on the third Wednesday of every month.

ZOOM CHAT AGENDA

- 4:30 pm Start
- 5:30 pm Zoom Chat ends

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Password will be emailed and viewable online.

Topic: Third Wednesday Office Hours with Attorney Greenman January 15, 2025

Time: Jan 15, 2025 04:30 PM Eastern Time (US and Canada)

Join Zoom Meeting https://us02web.zoom.us/j/84605052954

Meeting ID: 846 0505 2954

Passcode: Will be emailed and viewable <u>online</u>

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