



NOVEMBER 2025

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**Rent Control Ballot 2026:  
Content and Analysis**

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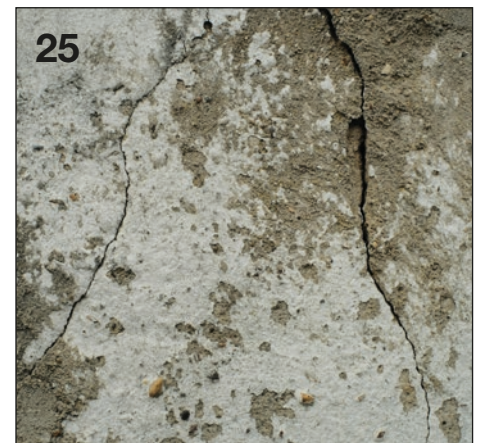
**Crumbling Foundations:  
The Architectural Nightmare  
Creeping Through Massachusetts**

**From WPOA to  
MassLandlords:  
Celebrating 40  
Years of Community**



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## LETTER FROM THE EXECUTIVE DIRECTOR

# Monthly Dues

**Our Letter from the Executive Director for November 2025 announces the long-anticipated launch of monthly dues, talks garage and parking agreements, and shares news of a reset with EOHL.**



In October, we released our monthly dues feature. We also moved toward some new rental forms, started our annual elections process and had a relationship reset with the Executive Office of Housing and Livable Communities.

At long last, monthly dues is live! We released the new feature on Wednesday, Oct. 8. We've since signed up our first member on an annual commitment with monthly payments. Our first week of data (at time of writing) indicates that the site continues to enroll new members at or above the historic conversion rate.

The release was not without its glitches. We did incorrectly send approximately 30 members an incorrect notice of a failed rebill. We identified the error and deployed a fix for it.

Any member paying "price per unit" who prefers to pay dues monthly, for cash flow purposes, can update their payment plan at the business management page. The new feature set includes updating your credit card on file and adding business members. (Grandfathered members note: the business page will not yet work.)

Elections were still running as of time of writing. We will report on results in the December edition.

We've been working toward some important rental form updates. First, this edition includes our new parking and storage agreements. These will help members who want to diversify away from residential. Please read the warnings in those articles carefully. Storage law is very different from landlord-tenant law.

Second, I completed an invasives plant management course at the Native Plant Trust. This has resulted in some valuable connections; we anticipate releasing a new rental form as a result. Stay tuned.

Third, please note that we will be retiring our self-extending lease. The new junk fees regulation shines a spotlight on what was already best practice: let a tenancy roll over into month-to-month, otherwise sign an entirely new agreement.

Politics-wise, we had a nice relationship reset with the Executive Office of Housing and Livable Communities. This was the first time I had been invited to talk with staff since we filed suit against them in December 2021. The motivation for that litigation remains valid today: the ongoing issue is that subsidy administrator case workers know too little about fair housing law and may issue arbitrary denials or timeouts on the basis of protected class status (their own "gut feel"). We'll see if we have anything to work on together going forward.

A rent control fight is looming, as discussed in this issue. Please join as a member, encourage others to join, become a property rights supporter or increase your level of support.

Sincerely,

Douglas Quattrochi • Executive Director, MassLandlords, Inc.

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# From WPOA to MassLandlords: Celebrating 40 Years of Community

By Kimberly Rau, MassLandlords, Inc.

Small landlord groups scattered across Massachusetts came together under the idea that we would be better together. It's been 40 years of community, networking and advocacy.

This year, MassLandlords celebrates 40 years of community, education and support for rental housing providers across the state. We've accomplished a lot since 1985, and we're proud of where we are today.

## 1985: THE WORCESTER PROPERTY OWNERS ASSOCIATION IS INCORPORATED

Though MassLandlords, Inc., as we know it today did not come into existence until 2014, it's the direct descendent (same tax ID) of the Worcester Property Owners Association (WPOA), which filed its articles of incorporation in 1985. At the time, WPOA was one of 20 regional landlord groups operating throughout Massachusetts. Some of them were very large and well-organized. Others were more like clubs. The Massachusetts Rental Housing Association (MRHA) and the Small Property Owners Association (SPOA) were two of several statewide groups. Largely focused on fighting rent control, both groups worked tirelessly and are responsible for the policy's 1994 defeat.

Other groups, including the WPOA, Southern Worcester County Landlord Association (SWCLA) and Northern Worcester County Landlord Association (NWCLA), were more local. The smaller groups had an operating budget of around \$10,000 a year.

In 2011, when MassLandlords Executive Director Doug Quattrochi began volunteering with the WPOA, landlords often did not have a seat at the table when policy was being determined at state or local levels. There wasn't a lot of unity, and not a lot of money left over for advocacy.

The next step seemed clear. If the groups came together under a direct-management model, there would be power in numbers, and an annual operating budget of around \$200,000. SPOA and SWCLA were two of our biggest, and earliest, supporters. Many of the other groups also saw the appeal of centralizing, and in 2014, the MassLandlords website launched, along with a "digital only" membership. The name was designed to appeal to landlords statewide, and it worked. We officially changed our name

FORM CD 180 Rev. 3-79-15M-3-79-15B10

**The Commonwealth of Massachusetts**  
**MICHAEL JOSEPH CONNOLLY**  
 Secretary of State  
 ONE ASHBURTON PLACE, BOSTON, MASS. 02108

**ARTICLES OF ORGANIZATION**  
 (Under G.L. Ch. 180)  
 Incorporators

| NAME                 | RESIDENCE                           |
|----------------------|-------------------------------------|
| John F. Durbin, P.C. | RFD #2, Box 252<br>Dudley, MA 01570 |

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 180 and hereby state(s):

1. The name by which the corporation shall be known is:  
 Worcester Property Owners Association, Inc.

2. The purposes for which the corporation is formed is as follows:  
 To promote a common interest amongst owners of rental housing and to improve the communication with tenant associations for the resolution of problems and the improvement of rental housing in Massachusetts.

11/26/88

The Worcester Property Owners Association was officially incorporated in 1985.  
 (Image: cc BY-SA 4.0 MassLandlords, Inc.)



to MassLandlords on tax documents in 2016 (the website and the d/b/a launched early 2014).

The transition has not always been without hardship. In-fighting at SPOA caused us to part ways with the group in 2017. Covid-19 forced us to curtail in-person events. Once pandemic restrictions lifted, it was clear people's attitudes toward physical meetings had been changing for a long time already; gone are the giant dinner meetings of the past. And, as we celebrate our 40th anniversary, rent control is once again rearing its ugly head. We're going to need to work hard to defeat it, just like SPOA and MRHA advocates once did.

But one thing we're not afraid of is hard work. Over the years, we're proud to say we've accomplished quite a bit. We've filed thousands of pages of written testimony, submitted multiple amicus briefs, and been a voice for landlords when no one else was speaking up. And we offer something no one else does: real community, with landlords from all areas of the state providing their experience and perspective.

## EDUCATION, RESOURCES AND COMMUNITY

We've done a lot, especially over the last decade! Our goal (and legal purpose) is to create better rental housing. We do this by helping rental housing providers run sustainable, compliant and quality rental operations.

This help takes many forms. We have online ask-us-anything Zoom sessions with rental housing experts. We have informational articles, including an extensive anti-discrimination series, and educational handouts, including a comprehensive brochure on security deposit law. Depending on your location, there may be in-person, locally organized landlord meetups to attend, and our message boards and private Facebook group are open 24/7.

We are proud of our provider directory that allows you to find professionals based on other member recommendations, and are really proud of our Home Depot affiliate program, which offers members real savings when it's time to work on their rental units.

But more than that, we've spoken up about issues that matter most to our membership. And while we're still having to fight hard to get legislators to hear us, we're seeing meaningful progress in lots of areas. Here are just a few recent notable accomplishments.

### 2019 SEPTEMBER: DAVIS V. COMERFORD

The 2019 Supreme Judicial Court case Davis v. Comerford was an important one for landlords. It determined that courts did have the authority to order rent be escrowed during a trial. Rent escrow allows tenants to withhold rent, but requires them to put that rent into an account pending trial results. If the landlord wins, they get their rent. If the tenant prevails, they may be able to keep their money.

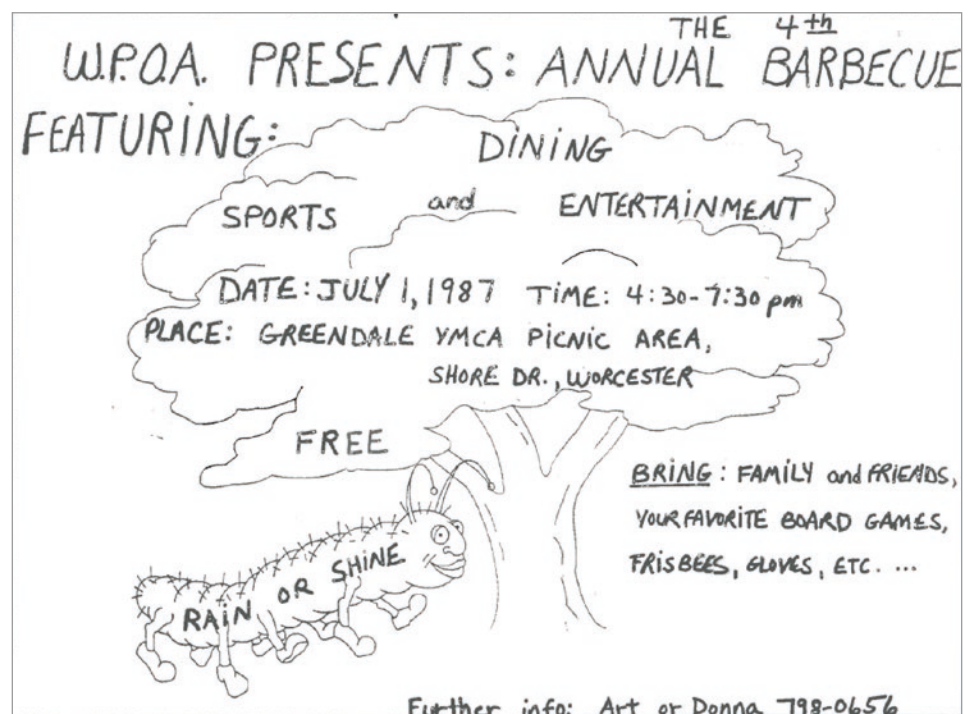
Prior to the 2019 decision, state law already gave judges authority to order rent escrow, but many judges were insisting doing so was a type of injunction. Injunctions require the person requesting one to demonstrate irreparable harm, they argued, and case law established that economic losses were not considered irreparable harm.

We submitted an amicus brief arguing that the legislature clearly intended for judges to be able to order rent escrow, and in a win for rental housing providers across the state, the SJC agreed. The courts determined that, at least in some cases, judges may require rent be held in escrow.

Rent escrow was something SPOA had been fighting for since rent control was defeated in the 1990s. While this court decision only mandates rent escrow in some situations, it was still an important step in the right direction, and a time when we could trace our actions to a win for landlords.

### 2020: WE HELPED IMPROVE ACCESS TO PANDEMIC RENTAL ASSISTANCE

It's hard to sum up everything that changed as a result of Covid-19. We lost some dear friends. Many people were unable to work and faced economic uncertainty. On top of national eviction moratoriums, Massachusetts had its own, longer-lasting eviction moratorium. Though the state moratorium expired in October 2020, some cities,



The fourth-annual WPOA barbecue in 1987 looks like it was a lot of fun!  
(Image: cc BY-SA 4.0 MassLandlords, Inc.)





We don't recognize any of these Little Leaguers today, but we hope they had a good time! (Image: cc BY-SA 4.0 MassLandlords, Inc.)

including Boston, continued the policy locally into 2021.

As rental housing providers, we were not opposed to the moratorium, but we begged the state to fund it. People shouldn't lose their homes because of a global pandemic. But, we argued, providing housing is not free.

Though the state did not do that, they did increase what was available to renters for rental assistance, including RAFT. And they listened to us when, in a meeting with the Department of Housing and Community Development (DHCD, now the Executive Office of Housing and Livable Communities), we said that there should be a way for landlords to apply for rental assistance on behalf of their renters. A RAFT "owner door" was created in late fall of 2020, and more than \$800 million was quickly disbursed for rental assistance. Eviction filings decreased by 50%, and forced move-outs dropped by 90%.

### 2023-2024: WE DOUBLED THE DELEADING CREDIT

Lead paint is dangerous and rental units with children under age 6 living in them must be delead. Landlords who cannot prove their unit is lead-safe may be held responsible for any lead-related injuries, even if the child in question could have been exposed to lead elsewhere.

The average cost to delead a rental unit in 2022 was around \$6,000. This can be much higher if windows are involved. Since at least the late 1980s, the tax credit for deleading a rental unit sat at \$1,500. That doesn't go very far anymore (in fact, if it were to be adjusted for inflation, that number would now be \$6,000).

We proposed the deleading tax credit be increased tenfold, to \$15,000 a unit for full abatement. Our bill, "An Act to Further Lead Remediation in Rental Housing by Increasing the Deleading Credit," had 18 sponsors between the House and Senate.

We didn't get the \$15,000 we were hoping for, but in October 2023, our bill was modified and absorbed into the tax relief act, which doubled the deleading tax credit to \$3,000 per unit. An additional \$10 million a year (calculated by the average number of Massachusetts homeowners who delead every year) was suddenly available for housing providers to delead their rentals. Our bill was listed among the legislation that influenced Gov. Healey's deleading budget proposal.

### 2024: WE HELPED DEFEAT TOPA

The proposed "Tenant Opportunity to Purchase Act" (TOPA) would give renters in multifamily homes the right of first refusal if their landlord decided to sell the property. Proponents included it as part of H.4726, the housing bond bill.

If TOPA were to pass, any municipality could delay property sales for up to 220 days. Property values would decrease, which would in turn lead to lower



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municipal funding. In fact, the only entity that would really benefit from TOPA would be the community development corporations that wrote the bill in the first place.

The House passed H.4726 with TOPA included. We urged members to contact their senators and ask them to stand against TOPA, and we were victorious: The housing bond bill did ultimately pass as expected, but without TOPA included. A very small exception remained in place for properties subject to “expiring use” tax credits for renting to Section 8, but largely, TOPA was defeated.

**2023-2025: WE WORKED TO HELP LANDLORDS SAVE MONEY (AND THE ENVIRONMENT)**

MassLandlords continues to hold a non-voting stakeholder seat on the Energy Efficiency Advisory Council Equity Working Group, a state body that helped influence Mass Save’s 2025-2027 three-year plan.

Thanks to our work, \$2.5 billion dollars will be available to decarbonize

housing, much of it headed to rental property owners in 21 designated equity communities (DECs) across the state who want to make their units energy efficient. Landlords in these DECs are eligible for 100% cost coverage for barrier remediation, weatherization, heat pumps and more as long as the property is more than 50% rented.

**THE FUTURE: WE’LL BE HERE**

Being a landlord in Massachusetts isn’t easy, and running a trade association for rental housing providers is no small feat. But we’ve stood the test of time when others have retired or quit.

There’s still so much work to do. We’re looking at fighting rent control again in 2026 if advocates get enough signatures to get it back on the ballot. We’re still suing the city of Boston for access to records they should have provided years ago.

But we also have so much to look forward to. We’re working to get our Spanish-language translation sitewide. We remain committed to our certification

program, so participating landlords can receive recognition for their commitment to best practices. We’ve launched [rent-controlhistory.com](https://rent-controlhistory.com), which impartially outlines what happened the last time Massachusetts had rent control, and this year supported the launch of the [Massachusetts Urban Conservancy](https://massurbanconservancy.org), a way for property owners to donate unbuildable land and benefit while we help the environment.

We’re so happy to have built this strong community and look forward to many more years of improving rental housing. Happy anniversary! 

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# New “Junk Fee” Regulations Took Effect Sept. 1, 2025

**940 CMR 38 prohibits “unfair and deceptive fees,” including automatic renewals without prior notice. Here’s what landlords need to know.**

The new Massachusetts regulations against “junk fees” took effect on Sept. 1, 2025. Though much of it will not affect landlords, there are some provisions of 940 CMR 38 you should be aware of, especially if you use a self-extending (automatically renewing) lease.

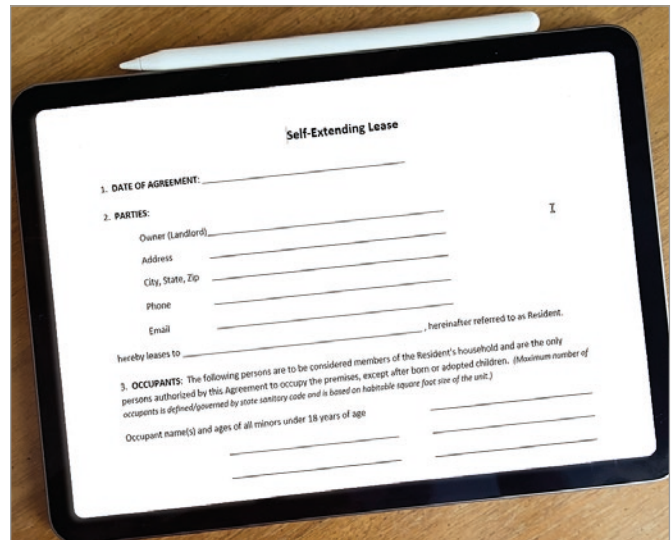
The new regulations state that anyone advertising anything (including rental housing) to a Massachusetts resident must “clearly and conspicuously” show the “total price” of the product at all stages of the sale, from advertisement to purchase. For landlords, this means the total monthly cost of the rent must be disclosed from first ad through lease signing, as well as the terms of the agreement (month-to-month, 12-month lease, 12-month automatically renewing lease, etc.).

It is lawful to list a range for the rent if different options are available, as long as the options are properly disclosed. Likewise, anything you and your tenants agree to mid-tenancy, such as additional pet rent or parking fees, is still lawful.

If you use a self-extending lease – that is, one that automatically renews for an entire lease term – 940 CMR 38 requires you to send a notice of automatic renewal between five and 30 days before the decision date. You can continue using a self-extending lease if you diligently send the required notice of automatic renewal. If you do not provide this notice of renewal, and your tenant does not say anything about the renewal, the new rental agreement will be unenforceable with respect to its new one-year term.

At that point, if your renter wants to terminate the lease and you do not agree, you would be running afoul of the law, and would be facing triple damages under Chapter 93A.

To avoid this, we recommend you stop using a self-extending lease and go with a fixed-term lease that automatically converts to a month-to-month lease if it is not renewed. If you have used a self-extending lease and forgot to send a renewal reminder, your best option is to let your renter out of it without penalty as soon as they ask.



**Unless you are diligent about sending renewal reminders, we recommend you stop using a self-extending lease. (Image: cc BY-SA 4.0 MassLandlords, Inc.)**

Remember that, regardless of whether a renter agrees to an extension, payment for use and occupancy can be ordered by a court for the time they reside in a unit. In other words, no one gets to live rent-free just because you failed to notify them. You may, however, owe triple whatever their damages may be. It will be up to the court to decide. Best not to use a self-extending lease. [ML](#)

Point your camera app here to read more online.





# Rent Control Ballot 2026: Content and Analysis

## The rent control ballot initiative proposed for Rent Control Ballot 2026: Content and Analysis

The rent control ballot initiative proposed for 2026 deletes Chapter 40P, so we review the key provisions of Chapter 40P being deleted and what the new text would propose.

A rent control ballot initiative has been filed with the attorney general and certified, meaning proponents are gathering signatures now to put this question to the voters statewide in

November 2026. If rent control were to pass, it would have far-reaching consequences, not least of all because of what it deletes. This article reviews the deletion conceptually and explains what the proposed system would be like.

Deleting the Current Chapter 40P's Right to Compensation

Chapter 40P as it stands today is The Massachusetts Rent Control Prohibition Act. This act was approved by statewide ballot initiative in 1994. Contrary to its name, it allows rent control under specific circumstances. That's right! Any town or city could have rent control today if it wanted, provided:

1. Landlords must opt in;
2. Rent control regulations enacted by the town may not regulate who can live in a unit, services, evictions, condo conversion, or who gets to leave rent control;
3. Rent cannot be controlled if the owner has fewer than 10 rental units;
4. Rent cannot be controlled if the market rent is more than \$400; and
5. The town must compensate owners for the difference between the controlled rent and the market rent.

There are two things of note here.



## Towns lost tax revenue.

Local property assessments went down. Run-down buildings are worth less than nice buildings. Low rent buildings are worth less than high rent buildings. Assessed values went down for both reasons. City tax assessments shrank to match. Rent-controlled properties became less valuable, appraised lower and generated less taxes. Lower local tax...

### Continue Reading

Learn more about how rent control reduced assessed values.

A screenshot from RentControlHistory.com shows the bottom line for policy makers: rent control costs towns tax revenue.

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From: Andrea M. Park, Mass. Law Reform Institute  
Mark Martinez, Mass. Law Reform Institute  
Joel Feldman, Heisler, Feldman & Ordorica, P.C.

#### Re: Proponent's Response to Draft Summaries

Proponents offer this response to the Ballot Question Summary redline edits proposed by the Fiscal Alliance Foundation (FAF), NAIOP Massachusetts, Massachusetts Association of Realtors (MAR), and the Greater Boston Real Estate Board (GBREB). Proponents are opposed to the redline edits as they would violate the requirement that the summary be "fair and concise," and move beyond the scope of a summary to help voters understand the proposed initiative. Proponents also include and attach proposed redline edits to the Attorney General's proposed summary.

**"Referencing G.L 40P in the summary would create confusion for voters... summarizing the language in 'plain English' would be... necessarily partisan."**

... offers a fair and concise summary of the language of the initiative petition, but the redline edits seek to cherry-pick sections of an existing statute and then opine on the wisdom of the changes. This type of language directly contravenes the intent of the requirement that summary language be "fair and concise."

Selecting a single section or sentence of the existing law to cite in the summary cannot achieve the goal of ensuring the summary is "complete enough to serve the purpose of giving the voter who is asked to sign a petition or who is present in a polling booth a fair and intelligent conception of the main outlines of the measure." *Sears v. Treasurer & Receiver Gen.*, 327 Mass. 310, 324 (1951). Furthermore, the summary "must not be partisan, colored, argumentative, or in any way one sided" *Abdow v. Attorney Gen.*, 468 Mass. 478, 505 (2014).

Whether in whole or in part, reference to the General Law to be repealed is beyond the scope of this summary. Indeed, the Attorney General and Secretary of State previously approved and published a summary similar to the Attorney General's current proposed summary. Initiative petition 23-41, filed for the 2024 election, also sought to strike Chapter 40P from the General Laws, but the summary made no specific mention of the Chapter being repealed. Given the nature and purpose of ballot initiatives, a fair and concise summary of the initiative petition must

As part of the Attorney General certification process, landlord advocates pressed renter advocates on the ballot summary, which we said should mention they're deleting Chapter 40P. Andrea Park, Mark Martinez and Joel Feldman said, "no." They don't want the public to know. This is manifestly unfair, and unlawful under Article 48.

First, the drafters made an error and forgot to specify what time period was in mind when the \$400 rent figure was written. \$400 per week? We'd be fine with \$400 per day, because of the second point:

Second, there is a right to compensation under 40P. Housing isn't free. The voters in 1994 knew that as surely as the voters today. If you want to control the price, absent cost control to match, someone needs to pay the difference or housing will decline and disappear.

Chapter 40P is explicit that there should be compensation, and that this should be funded as a common burden (paid for out of general town revenue). Rent control cannot be paid for by any subset of taxpayers.

Under 40P, with compensation and good PR for days, many landlords would opt in to the current form of rent control. It would amount to Section 8, a program many landlords have willingly participated in for 90 years. Section 8 reimburses the owner the difference between market rent and what the renter can afford, and provides a mechanism to ensure that rent is reasonable.

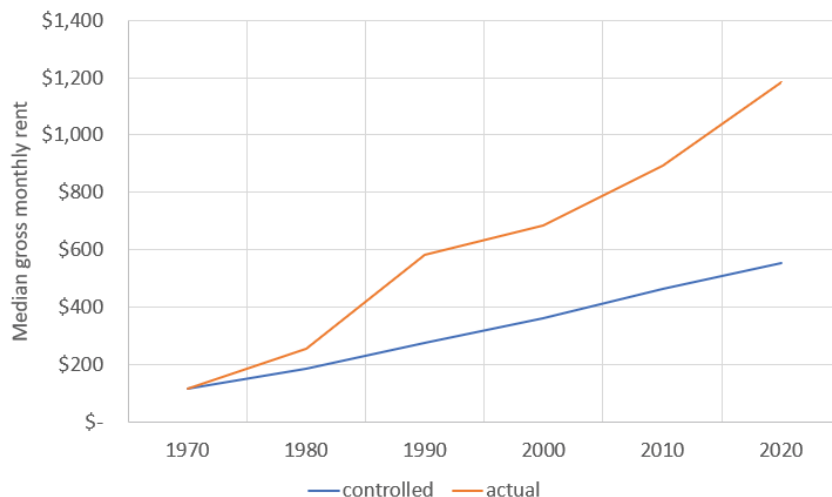
Lack of funding is presumably one reason towns have not enacted 40P. Another reason could be that 40P isn't mean enough to landlords. Enter the ballot initiative.

### REPLACING 40P WITH AN UNCOMPENSATED SYSTEM

The proposed law deletes what voters approved in 1994, including the compensation provisions, and puts a draconian system in its place. Under the new system, if rents fall behind market rent, the owner will not be reimbursed. The math controlling rents is brutal in its simplicity:

The text says that rent must be calculated from the value of the apartment on Jan. 31, 2026. Forever after, rent may increase at either the rate of 5% or one of the consumer price indices, whichever is lower. The intent is to cram owners down, to hold rents below true inflation. In a year with low inflation, rents will increase by inflation. In a year with high inflation, rents will increase by less, by only 5%. Over time, rents will fall behind inflation.

If the proposed form of rent control had been enacted in 1970, rents would be less than half of what they are today. The cost of operating housing would be the same. Several hundred thousand units would be derelict and abandoned. Municipal budgets would be slashed.



We made a graph back testing this version of rent control through the high-inflation 1980s.

Under this proposed scheme, no one will reimburse owners for the difference between controlled rents and market rents. There is no one to appeal to for an exemption.

The proposal is staggering in its brevity. Many landlords have asked us about various scenarios, but we can hardly answer. It seems as if no more thought went into the text than would go into making a peanut butter and jelly sandwich.

What follows are a list of frequently asked questions, and our best attempt to answer.

**HOW CAN THEY DELETE THE COMPENSATION PROVISION? ISN'T THAT PROTECTED UNDER ARTICLE 48?**

It would be up to us to raise the legal challenge. Ballot initiatives may not pertain to compensation for property, but the attorney general certified

the initiative anyway, despite this issue being specifically raised during the certification debate.

**WHICH CPI DID THEY PICK?**

They didn't specify. It could be CPI-U, if they want to help urban workers, or CPI-W, or a farm-based metric, or seasonally adjusted. No one knows.

**WHO HAS THE AUTHORITY TO CLARIFY THIS?**

No one. The attorney general was granted enforcement power, but cannot set which CPI.

**DOES THE UNIT GET RESET TO MARKET WHEN A RENTER LEAVES?**

No.

**IS THERE AN EXEMPTION SO I CAN RENOVATE?**

No.

**WHAT HAPPENS IF MY UNIT IS VACANT IN JANUARY 2026?**

The last rent charged will be the base rent for the calculation.

**WHAT IF MY UNIT HAS BEEN VACANT FOR YEARS?**

Look back up to five years for the base rent. That last rent is the base rent, regardless of whether you've spent the time renovating it.

**WHAT IF I RAISE MY RENTS DURING 2026, AND THIS PASSES?**

Your rents will reset to January 2026 levels.

**WHAT WILL BE THE REAL DOLLAR IMPACT OVER TIME?**

We cannot predict, but if this system had been put in place during the rise of rent control during the 1970s, rents would be half of today's value, but expenses would be the same.



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**ARE THERE ANY EXEMPTIONS?**

Yes:

- 1.) Owner-occupy buildings with four or fewer units;
- 2.) Public housing (not Section 8);
- 3.) Hotels;
- 4.) Dorms, churches and nonprofits;
- 5.) Units built from the ground up (new certificate of occupancy) in the last 10 years.

**WHAT IF I'M EXEMPT NOW, THEN I SELL TO A NON-EXEMPT OWNER?**

The non-exempt owner would have to recalculate their rents from January 2026. The rents you get are not the rents they get. The exemption applies to owners, not time periods. Your forecast market value may be substantially less.

**WHAT IF I BUY A PROPERTY WITH LEASES IN PLACE AT EXEMPT RENTS, AND I'M NOT EXEMPT?**

No one knows.

**WHAT WILL HAPPEN TO RENTS?**

Rents will fall in real dollar terms over time.

**WHAT WILL HAPPEN TO ASSESSED VALUES?**

Assessed values will fall in real dollar terms over time.

**WHAT WILL HAPPEN TO MUNICIPAL TAX REVENUE?**

Municipal tax value will fall in real dollar terms over time.

**HOW WILL WE DECARBONIZE ALL THIS HOUSING IF WE CAN'T CHARGE MARKET RENTS?**

We cannot.

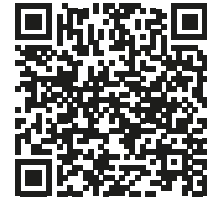
**WHERE CAN I LEARN MORE ABOUT RENT CONTROL?**Visit [RentControlHistory.com](http://RentControlHistory.com).**ARE LANDLORDS ALREADY RAISING THE RENT?**

Yes, in anticipation of the January 2026 cutoff. We do not recommend this.

**WHAT CAN I DO?**

Please join as a [member](#) and then become a property rights supporter. [ML](#)

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

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



# Correction: Rent Control Ballot Initiative Petition Had Adequate Signatures

By Kimberly Rau, MassLandlords, Inc.

**Incomplete information from the attorney general's office led MassLandlords to oppose the petition on incorrect grounds and timed us out for filing other opposition.**

In August 2025, we published an article stating that the petition for a rent control ballot initiative should not be certified because it only contained six out of 10 legally mandated signatures to move forward. We filed a brief in opposition to the petition that did not mention our other objections because we believed

the insufficient number of signatures was enough to keep rent control off the November 2026 ballot.

We have since learned this was incorrect. The petition had 20 signatures. However, our opposition was made in good faith, based on incomplete information. What was, at best, negligence on the part of the attorney general's office prohibited us from filing other briefs against the petition's certification.

## **"A COMPLETE COPY OF THE PETITION EXACTLY AS FILED."**

After MassLandlords learned of the ballot petition, we reached out to the attorney

general's office via counsel on Aug. 13, 2025. Our request was simple, and repeated word-for-word here:

"Could you send me a complete copy of the petition (25-21) exactly as filed?"

By the end of the day, Phoebe Fischer-Groban at the attorney general's office had responded, stating: "It's available on our website here," with a link to a website that, we know now, had only some of the certified signatures available.

We submitted our brief of opposition based on the publicly available information, which reported only six signatures connected with the petition. The attorney general's office received our brief and did not tell us we had made a mistake.

In fact, they did not say anything to us until we wrote to them again, demanding to know why the petition was moving forward despite incomplete signatures.

Only at that point were we told about the other 14 signatures, and given copies of the remaining documents. By then, it was well past the time when we could have submitted any other brief in opposition to the ballot initiative.

To recap: We asked for "a complete copy of the petition exactly as filed." The attorney general's office sent us an incomplete copy different from what was filed.

## **A "GOOD-FAITH" MISTAKE?**

We are not suggesting malice on the part of the attorney general's office. We don't have evidence of that, and though she has not made comments since becoming attorney general, Andrea Campbell has previously expressed opposition to rent control. We can't think of a reason why the attorney general or any of her employees would want to push rent

COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL

RE. PETITION 25-21

MEMORANDUM OF MASS LANDLORDS, INC.

The Constitution prescribes the minimum number of signatures required for an initiative petition. Section 3 of Article of Amendment 48, as amended by Article of Amendment 74, provides that a ballot initiative "shall first be signed by **ten** qualified voters of the commonwealth and shall be submitted to the attorney-general not later than the first Wednesday next before the assembling of the general court into which it is to be introduced" (emphasis added).

However, the petition titled "An Initiative Petition to Protect Tenants by Limiting Rent Increases" (25-21) contains only six signatures. This is four short of the number that the

We never would have filed this objection if we were given the information we requested. Now it's too late to file anything else. (Image: cc BY-SA 4.0 MassLandlords, Inc.)

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control through, and it wouldn't be appropriate to speculate whether someone was exerting pressure on the office externally.

But if this was a simple error, why wouldn't they have reached out when we filed our first brief, apologized for the incomplete information, and then provided the petition as requested? What we were sent was clearly not a "complete copy" of the petition, nor was it "exactly as filed."

The signatures appear valid and, according to date stamps, were accepted by the attorney general's office within the appropriate timeframe. Why were we not provided those?

Worse, by leading us to believe that the information we had was, as requested, complete, we were not able to file any of the other opposition briefs we could have. We didn't submit them because we believed the lack of signatures should and would stop the petition in its tracks. By the time we got a response from the

attorney general's office, it was past the deadline to file any further opposition.

Finally, when Executive Director Doug Quattrochi emailed Fischer-Groban for comment, she replied: "I'm sorry you feel that you were misled. I remain confident that the AG's certification decision was appropriate, and that you were given the opportunity to raise any and all certification issues with our office." We have produced the reply in full as it is a public record.

The petition has been certified, and now advocates are working to get the required 70,000 signatures that will put rent control before the voters once more in 2026.

This is dangerous policy, because rent control doesn't work. We know that, and so do the people pushing for it. That's why they have to lie and cheat to get their agenda passed. What do we mean? The ballot as written leaves out important information that voters deserve to know, including the fact that cities and towns already have the option for rent control.

Whether this was a good-faith error on the part of the attorney general's office, or something worse, we may never know. What we do know is we have our work cut out for us now. Rent control advocates lie and cheat. But with your help, we can stop them. Link to our site, [rentcontrolhistory.com](http://rentcontrolhistory.com), so others will see it. Educate your friends and family about the dangers of rent stabilization. And if you can, donate to help support property rights. We need your support now more than ever. 

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# Storage Agreement for Massachusetts

By Kimberly Rau, MassLandlords, Inc.

**Members can download a rental agreement to rent a storage space or a garage in Massachusetts, separate from any residential tenancy.**

The MassLandlords storage agreement for Massachusetts, first released October 2025, allows the owner of any storage space to rent it without having to include

it in an apartment or home rental. The Parking Agreement compliments this storage agreement if the thing being stored is a vehicle. This is not a purely commercial storage agreement: a storage renter may be a business or a natural person. If a person, then consumer protection law would still apply. This agreement can stand alone and apart from any residential tenancy, or this agreement can be attached to a tenancy.

## WHY WE CREATED A STORAGE AGREEMENT

A number of members are looking to rent storage spaces. A few YouTube channels were selling a lot of sizzle on storage, as well; we wanted to try to offer something Massachusetts-compliant.

## WHAT DOES MASSACHUSETTS LAW SAY ABOUT STORAGE AGREEMENTS?

Massachusetts General Law Chapter 105A Sections 1 through 9 provide a process for how storage agreements work. Any member considering renting a storage unit should understand the requirements of the law first.

Compared to housing law, storage law is simple and draconian against renters who fail to pay. It is possible to boot a vehicle or otherwise remove access after rent is five days late (Section 5). It is possible to lock out a renter from the storage area; they retain a right to inspect

### DANGER.

Read this page carefully before attempting to use this form. If you attach this form to a residential tenancy and blindly follow storage law, your actions could subject you to triple damages or criminal prosecution. The storage law permits things that landlord-tenant law does not. The form allows you to use storage law only if the form is used standalone apart from a residential tenancy. If the form is used as part of a residential tenancy, then some of the things it says you can do cannot be done. You cannot take a storage deposit. You cannot lock out a non-payer. It is up to you to read and follow the nonsubordination clause and the law. When in doubt, consult with an attorney.



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(but not remove) their items. It's interesting how different it is!

### IS THIS A STANDALONE AGREEMENT FOR STORAGE?

Yes, this agreement is not an addendum to any tenancy. It includes all terms that members directed us to incorporate. It has separate signature lines.

### DOES THE STORAGE AGREEMENT WORK FOR GARAGE PARKING?

No, if you want the renter to park one or more vehicles, use the Parking Agreement and specify your garage as the Space(s). This storage agreement is meant for storing non-vehicles.

If you want to give the renter the ability to both park and store non-vehicle objects (boxes, tools, whatever), then sign both a Parking Agreement and this Storage Agreement. The parking agreement and the storage agreement should carve out separate, non-overlapping rented spaces.

For example, a Parking Agreement can specify parking in the parking space of the garage, while a Storage Agreement signed alongside can specify the shelves along the wall. This way, the parking space may not be used for boxes and the shelves may not be moved to make room for the car. Each space is separate.

### HOW DO I SCREEN AN APPLICANT FOR A STORAGE SPACE?

Use a process similar to a residential screening. Take a government issued photo ID. Verify the ID is real, valid and matches the applicant. Verify ability to pay (e.g., check pay stubs or bank statements). If any document is not provided, do not rent to the applicant. Use other factors according to your experience, including credit score and a criminal background check as suits your purpose. You should feel the applicant has accurately represented why they're renting the storage space. Develop a written screening process and apply it fairly to all applicants.

### WHAT IF A RENTER BREACHES THIS AGREEMENT?

It will depend on whether you have signed this agreement parallel to any residential tenancy.

If this agreement looks related to a residential tenancy, whether or not at the same property, then there is a commercial summary process (eviction) procedure available to regain possession of the storage area separately from the tenancy.

If this agreement is in no way connected to a residential tenancy, then you may be able to avail yourself of the storage laws, General Law Chapter 105A. These provide for draconian punishments for renters who fall behind, up and including selling the stored contents. This may hinge on how the space is being used.

Consult with an attorney.

### WHY DIDN'T WE PUT IN A LATE FEE?

If your storage renter is late, terminate the agreement for nonpayment and get your space back. Late fees can be challenged in court on the basis of usury or consumer protection law and create little incentive for the renter to pay your rent on time. If you want, add your own clause to add a late fee. We are not aware of any restrictions on timing or amount; a good rule of thumb would be to stay within three times the minimum hourly wage (at time of writing, \$45). If this agreement is used in connection with a residential tenancy, do not apply a late fee.

### DO I NEED TO BE LICENSED?

Probably not. There are two licensure requirements related to storage as follows.

If you intend to sell insurance to your renters to cover their belongings, then you must first be licensed as a self-storage agent under Chapter 175 Section 229.

If you intend to operate a warehouse to store goods, wares and merchandise (as opposed to personal effects), then you would have to be licensed under Chapter 105 Section 1. Imagine you rent your self-storage space to a home business. They might store their goods, wares or merchandise, triggering the licensure law. But Section 2C grants an exemption under two conditions. First, you must give possession of the "warehouse" to the person or business whose goods are being stored. Second, you must be a Massachusetts resident or your business must be incorporated in Massachusetts. If these conditions are both met, you are exempt under 2C.

### CAN I USE THIS WITH A RESIDENTIAL TENANCY?

Yes, this agreement can be included as part of a lease packet. In that case, you may wish to rename this as an addendum, or you can leave the title as-is. A clause in the agreement makes this storage agreement subservient to a residential tenancy agreement.



You can rent storage space in a residential building separately from a residential tenancy.



Storage areas need not be fancy to meet market demand.

### WHAT IF I WANT TO OFFER MONTH-TO-MONTH STORAGE?

Sign the fixed-term storage agreement and replace clause 10 with the following. "10. Renewal: After the initial term, this Agreement renews monthly until either party cancels with one full rental period notice. Notice shall be given in writing, text message or email." You can sign the storage agreement with an initial term of one month. 

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# Parking Agreement for Massachusetts; Tandem Parking Agreement

Members can download a rental agreement to rent a parking space in Massachusetts, separate from any residential tenancy.

The MassLandlords parking agreement for Massachusetts, first released October 2025, allows the owner of a parking space to rent it without having to include it in an apartment or home rental. This makes the parking agreement our first non-residential rental form. This is not a purely commercial rental agreement, though: a parking renter may be a business or a natural person. If a person, then consumer protection law would still apply. This agreement can stand alone and apart from any residential tenancy. Or it can be attached to a residential tenancy.

## DANGER.

Read this page carefully before attempting to use this form. If you attach this form to a residential tenancy and blindly follow vehicle storage law, your actions could subject you to triple damages or criminal prosecution. The vehicle storage law permits things that landlord-tenant law does not. The form allows you to use storage law only if the form is used standalone apart from a residential tenancy. If the form is used as part of a residential tenancy, then some of the things it says you can do cannot be done. You cannot take a parking deposit. You cannot lock out a non-payer. It is up to you to read and follow the nonsubordination clause and the law. When in doubt, consult with an attorney.

## WHY WE CREATED A PARKING AGREEMENT

Parking can be rented separately from housing. Anecdotally, it feels like the markets for housing and parking are starting to decouple a little.

Parking minimums have been removed from at least one zoning ordinance

(Cambridge) because removal will allow them to build more housing. This means new housing can come with no parking. Residents of such parkingless buildings who need parking will be on the market for a standalone space.

Similarly, older buildings often come with excess parking, especially in urban settings where residents may prefer e-bikes, rideshare or transit.

Work-from-home has reduced commuting time and therefore household demand for vehicles.

Households feeling the squeeze of inflation are rightly downsizing to just one shared vehicle or no vehicles at all. (The savings from eliminating one SUV from the household, in terms of reduced depreciation, interest, insurance and maintenance, easily run above a thousand dollars per month.)

For all of these reasons, some renters would rather pay less rent for an apartment without parking, leaving us free to rent out that space to someone else.

Rates for spaces in urban settings can be hundreds of dollars a month and may vary according to market factors that are separate from residential markets.



You can rent parking spaces separately from housing. You can number spaces to match the street address, as well. (No need to go in sequence!)

Members were asking for parking agreements and it made sense for us to have one drafted.

### IS THIS A STANDALONE AGREEMENT FOR PARKING/TANDEM PARKING?

Yes, this agreement is not an addendum to any tenancy. It includes all terms that members directed us to incorporate. It has separate signature lines.

### DOES THE PARKING AGREEMENT WORK FOR GARAGE PARKING?

Yes, if you want the renter to park one or more vehicles and no other objects, then this parking agreement is all you need.

If you want to give the renter the ability to store non-vehicle objects (boxes, tools, whatever), this Parking Agreement should be signed alongside our Storage Agreement.

Garage parking is more difficult than exterior parking because a garage is basically an interior storage area. Whether we want it used for storage or not, renters may store boxes or other items besides vehicles in garage spaces.

The parking agreement and the storage agreement carve out separate, non-overlapping rented spaces. They can be signed alongside one another.

### WHAT IF I WANT TO ALLOW UNREGISTERED VEHICLES TO PARK?

Some of us have a line of business allowing renters to park vehicles with value for reasons other than their drivability. They may be antiques, held for scrap, removed from registration for failure to obtain an inspection sticker, or unregistrable in any number of other ways.

The advice from one attorney we spoke with was clear: "don't do it." First of all, registration requires insurance, so it's another check that your renter is insured. Second, it is difficult to identify who to sue if you have a problem with an unregistered vehicle. This difficulty is compounded if you have a written agreement giving someone permission to bring such an unregistered vehicle onto the property. An unregistered vehicle may be in such a state that it is decaying, damaging the driveway, leaking oil, gasoline or other

fluids into nearby topsoil, harboring animals or vermin, used as an impermissible storage device or worse. You might have to bring suit against the renter and the title owner. If the title is defective or unclear (a possible reason why the vehicle was not registered), it could be a long time before you can even find out who is responsible, let alone before your matter is resolved. The message is clear: require vehicles be registered.

If you want to rent to unregistered vehicles, you can download and modify this form at your own increased risk. Consult with an attorney to find one willing to defend your business practices.

### HOW DO I SCREEN AN APPLICANT FOR A PARKING SPACE?

Use a process similar to a residential screening. Take a government issued photo ID. Verify the ID is real, valid and matches the applicant. For each vehicle to be parked, take a copy of the title, registration and insurance. Verify ability to pay (e.g., check pay stubs or bank statements). If any document is not provided, do not rent to the applicant. Use other factors according to your experience, including credit score and a criminal background check as suits your purpose. You can require the applicant to sign a Driving Record Request Form and reject any applicant with a history of hitting stationary objects, or worse. Develop a written screening process and apply it fairly to all applicants.

### WHAT IF A RENTER BREACHES THIS AGREEMENT?

It will depend on whether you have signed this agreement parallel to any residential tenancy.

If this agreement looks related to a residential tenancy, whether or not at the same property, then there is a commercial summary process (eviction) procedure available to regain possession of the Space(s) separately from the tenancy.

If this agreement is in no way connected to a residential tenancy, then you may be able to avail yourself of the storage law, General Law Chapter 105A. This provides for draconian punishments for renters who fall behind, up and including selling the vehicle.

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| Pro Xtra Preferred Pricing         |          |
| Subtotal: \$368.34                 |          |
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| Sales Tax: \$18.28                 |          |
| Total: \$310.79                    |          |
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| 1G WHT STD OUTLET WALLPLT 10PK     | 4.48     |
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| 1G WHT PLSTC BLANK WALLPLT         | 1.62     |
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This may hinge on whether the space is a come-and-go commuter spot or a long-term storage spot.

Consult with an attorney.

### WHY DIDN'T WE PUT IN A LATE FEE?

If your parking renter is late, terminate the agreement for nonpayment and get your space back. Late fees can be challenged in court on the basis of usury or consumer protection and create little incentive for the renter to pay your rent on time. If you want, you add your





**You can rent garage space separately from housing. If renting garage space, and you intend for a renter to store anything other than a vehicle, also use our storage agreement.**

own clause to add a late fee. We are not aware of any restrictions on timing or amount for standalone agreements; a good rule of thumb would be to stay within three times the minimum hourly wage (at time of writing, \$45). If this agreement is used in connection with a residential tenancy, do not apply a late fee.

### TANDEM PARKING

Many condos are sold or rented with tandem parking, where one car blocks another. To the best of our knowledge, our parking agreement is the first agreement to offer guidance on how tandem parking should work.

When used for tandem parking, our agreement has both the blocker and the blocked driver fully notified and signed

onto each other's agreements. This is far better than current informal practice where a parker might not even know the full legal name of the person with whom they are expected to share keys. Full contact details are shared.

Tandem parking creates insurance exposure, as some tandem spaces require a vehicle to be driven by a non-insured, non-household member to make room for the blocked vehicle. Our form puts renters on notice to obtain coverage that includes this so-called "permissive use." Our agreement specifies that the "permissive use" must be no greater than is required to clear the space.

Additionally, we consider what happens when one tandem parker changes the seat position, mirror settings or other settings of another.

The text of the agreement could be sufficient to advise against most tandem parking. But it's here for those who want to try it.

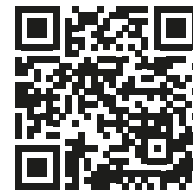
### CAN I USE THIS WITH A RESIDENTIAL TENANCY?

Yes, this agreement has received more attention than our in-lease parking clauses. You can include this agreement as part of a lease packet. In that case, you may wish to rename this an addendum, or you can leave the title as-is. A clause in the agreement makes this parking agreement subservient to a residential tenancy agreement.

### WHAT IF I WANT TO OFFER MONTH-TO-MONTH PARKING?

Sign the fixed-term parking agreement and replace clause 10 with the following. "10. Renewal: After the initial term, this Agreement renews monthly until either party cancels with one full rental period notice. Notice shall be given in writing, text message or email." You can then sign the parking agreement with an initial term of one month. 

Point your camera app here to read more online.





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# Crumbling Foundations: The Architectural Nightmare Creeping Through Massachusetts

By Kimberly Rau, MassLandlords, Inc.

**Cement foundations from quarries with pyrrhotite can cause major issues decades later. One group in Massachusetts is trying to get justice for homeowners.**

Some homeowners in Massachusetts with poured concrete foundations are experiencing serious, expensive issues as they learn their foundations were poured with a stone mixture that contains pyrrhotite. This mineral, which expands when it comes in contact with water and air, causes such serious foundation damage the only solution is full replacement.

Once thought to be an issue contained in Connecticut, pyrrhotite is revealing itself to be enough of a problem in Massachusetts that advocate groups are pushing for relief from the state.



If the cracks in your foundation are from pyrrhotite, then by the time you see them on exterior walls, there's already significant damage. (Image: Rhubbarstockfootage for Unsplash)

## BACKGROUND: WHAT IS PYRRHOTITE AND WHY IS IT BAD FOR FOUNDATIONS?

Pyrrhotite is a naturally occurring mineral in New England, but it should never be in a concrete stone mixture,

because it is very damaging to home foundations.

When pyrrhotite ends up in the stone mix for concrete, it means trouble for homeowners. When exposed to air and moisture, pyrrhotite tends to



## ARTICLE YOU MAY HAVE MISSED

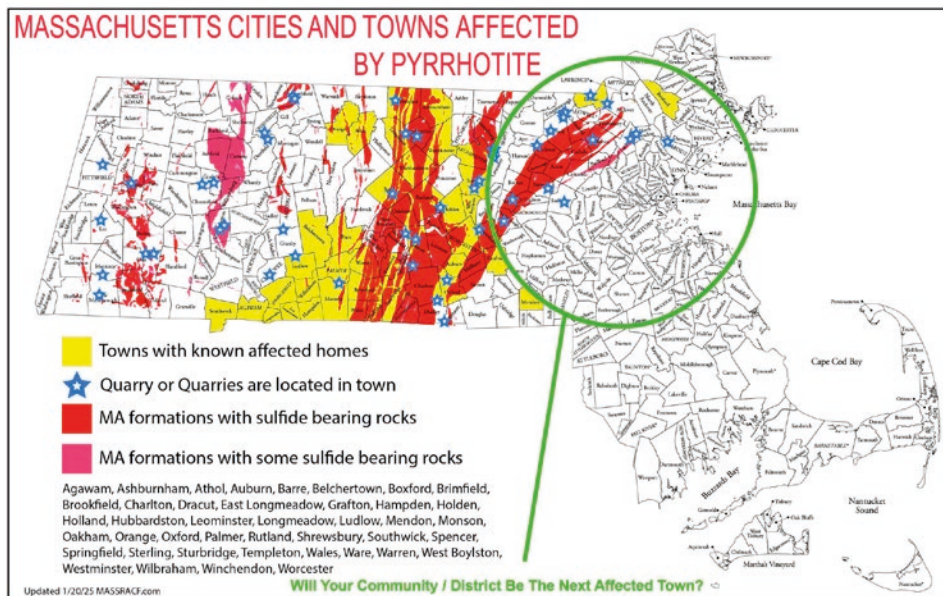
### Solving Hard Problems, Giving Back: Executive Director Quattrochi to Mentor MIT Students in Terrascope Program

In the spirit of giving back to the community, MassLandlords Executive Director Doug Quattrochi will mentor students participating in the Terrascope program at the Massachusetts Institute of Technology (MIT) this academic year.

Point your camera app here to read more online.







A 2025 map shows the areas of Massachusetts with known pyrrhotite damage, as well as areas where sulfide-bearing rock occurs. (Image: Fair Use, MassRACF)

rust and expand, leading to cracks in the foundation. This can happen very slowly in a concrete foundation, often over two or three decades. By the time homeowners notice cracking on the outer walls, chances are the damage inside the foundation is extensive.

If left alone, the foundation will continue to deteriorate, throwing the whole house off balance. Drywall can crack, doors and windows may no longer open, and in the worst cases the house itself may be pushed off the foundation.

There is no way to “fix” a foundation with pyrrhotite damage. The entire thing must be replaced, a costly and time-consuming endeavor that involves raising the house up off its foundation so the damaged one can be removed and a new foundation can be poured. This can take weeks or months depending on the size of the home. Average replacement costs can range from \$150,000 to \$250,000, and homeowner’s insurance will not cover it.

Signs of pyrrhotite include map- or spiderweb-like cracks in the foundation. These can be hard to see at first,

especially if you have a finished basement where drywall may cover the foundation. You may also suddenly notice your floors are uneven, or your windows or doors are “sticking.” A professional home inspection can confirm warning signs, but only a core test can confirm pyrrhotite’s presence for sure.

A core test is when an expert drills into the foundation, taking cylindrical samples of the concrete. These samples are sent to a lab, which tests them to determine if pyrrhotite is present. This can be very expensive (sometimes as much as several thousand dollars), and it may take several weeks before results are returned.

### BECKER’S QUARRY IN CONNECTICUT

In the 1980s, the J.J. Mottes Concrete Company started mining in Becker’s Quarry in Willington, Conn. While blasting, pyrrhotite in the bedrock accidentally became part of the stone mix intended for concrete. This mining took place from 1983 to 2014, at which point an agreement was reached to stop using the quarry’s aggregates in concrete. Many Connecticut homes with poured concrete foundations built during this time were impacted. Stone from this quarry is no longer used in home foundations, but because damage can take 10 or more years to become apparent, homeowners are still finding problems today.

In 2020, the federal Government Accountability Office reported 1,600 Connecticut homes had confirmed pyrrhotite damage, and said the total number of affected homes was likely higher. Today, the state of Connecticut estimates that around 35,000 homes, condominiums and municipal buildings could have concrete foundations with pyrrhotite. At the low-end cost of \$150,000 to fix a home, repairing that many buildings would cost at least \$5.25 billion.

And now, more and more homeowners in Massachusetts are seeing the telltale cracks in their foundations. There is not yet an estimate of how many homes may be affected, but as of July 2025, buildings in 43 Massachusetts towns have been affected by pyrrhotite.



The only solution for a pyrrhotite-damaged foundation is a full replacement. (Image: lic CC BY-2.0 Zanastardust)



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Some of the affected Massachusetts homes likely have foundations with concrete sourced from Becker's Quarry. Others are located so far away from the Willington quarry, it wouldn't make sense for the concrete to have come from that stone aggregate. And the problem has also been found in areas of Quebec, Canada, and Ireland.

An aerial geologic survey of the Connecticut River Valley area is underway. Among other findings, the results should shed light on where pyrrhotite occurs in the state.

### TESTING REQUIREMENTS SIGNED INTO LAW

We know there are veins of pyrrhotite running through Massachusetts. What we don't know is which quarries may be impacted. Even if pyrrhotite is present in the rock in a given area, it doesn't mean a nearby quarry has necessarily hit that vein. However, presentations at the first International Conference on Iron Sulfide Reactions in Concrete,

held in Canada in May 2025, showed that the Connecticut quarries were not likely to blame for all of the problematic foundations in Massachusetts.

"[P]yrrhotite-contaminated aggregate in at least one crumbling Massachusetts foundation was 'lithologically distinct' from the aggregate found in Connecticut," one conference abstract read. "It didn't come from the quarry there." The abstract suggested the stone had come from a quarry in Rockland, though no quarries have been definitively identified by the state as having pyrrhotite.

In 2023, the Massachusetts legislature signed a law requiring that quarries test for sulfur compounds, which would include pyrrhotite. Connecticut has had a similar law on the books since 2022. As of November 2025, the state will require all open quarries in Massachusetts be tested.

### HOMEOWNERS BETWEEN A ROCK AND A HARD PLACE

Homeowners who discover or suspect their foundation has pyrrhotite damage

are faced with a tough decision. Homeowners insurance will not cover replacement. And because a damaged foundation can reduce a home's value, there have been reports of homeowners being unable to access their home's former equity to finance the repair. Once you know your foundation is damaged, you must disclose that information to potential buyers, which is likely to drastically reduce the amount someone is willing to pay for the home.

The state of Connecticut has a trust fund set up to assist homeowners who find pyrrhotite in their foundations. Every resident pays an extra \$12 a year on their homeowner's insurance premium to feed the trust fund.

Given the discovery of pyrrhotite in Massachusetts foundations, activists are hoping the legislature will approve a bill establishing a similar program. The state will already reimburse homeowners for core testing provided all guidelines are followed, but the group Massachusetts Residents Against



Crumbling Foundations (MassRACF) is pushing for more.

In 2024, the Senate version of Massachusetts' Affordable Housing Bill included a provision that would have established a commission to research the ways the state could help homeowners affected by pyrrhotite damage. However, the provision was cut by the House-Senate conference committee, and ultimately was left out of the Affordable Homes Act signed into law by Gov. Maura Healey.

"Even though it didn't make it into the bill, I'm still going to find a way to help those folks," Governor Healey said at the time.

#### **THE CRUMBLING CONCRETE ASSISTANCE FUND: H.890/S.580**

In this legislative session, there is a bill that could possibly help homeowners.

H.890/ S.580, "An Act Relative To Crumbling Concrete Foundations," calls for the establishment of a fund to help homeowners with pyrrhotite foundation damage. It also calls for the creation of a stakeholder working group to make recommendations for further regulatory and legislative changes.

Both iterations of the bill were referred to the Committee on Environment and Natural Resources in February 2025. A hearing was scheduled for July 1, and the reporting date for H.890 has been extended through Dec. 31, 2025.

According to posts on MassRACF's Facebook page, a working group was scheduled to meet with the secretary of housing on October 23, 2025, after publication. We will update this article with more information when it becomes available.

We reached out to MassRACF through their website, but did not receive comment in time for publication. 

Point your camera app here to read more online.



# REGIONAL

## MassLandlords Upcoming events

See details under each region

### 2025 NOVEMBER

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

### 2025 DECEMBER

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



## STATEWIDE

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

FRI  
11/07

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 informative classes full of substance and Very organized!"* -Thomas

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

### Members register for no charge in just a few clicks!

#### **"No Sales Pitch" Guarantee**

MassLandlords offers attendees of directly managed events a "No Sales Pitch" guarantee. If a guest speaker offers services, their presentation will not discuss pricing, promotions, or reasons why you should hire them. We do not permit speakers to pay for or sponsor events. Guest speakers are chosen for their expertise and willingness to present helpful educational content. Your purchase of an event ticket sustains our nonprofit model.

#### **FIRST FRIDAYS WITH EXECUTIVE DIRECTOR DOUG QUATTROCHI NEXT ON FRIDAY, NOVEMBER 7TH**

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 [hello@masslandlords.net](mailto:hello@masslandlords.net) for live, real-time help signing in and using your technology.

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

#### **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.

Event link and password will be emailed and viewable online.

Topic: First Friday Office Hours with Doug Quattrochi November 7, 2025

Time: Nov 7, 2025 12:00 PM Eastern Time (US and Canada)

Join Zoom Meeting  
<https://us02web.zoom.us/j/89997561554>

Meeting ID: 899 9756 1554

Passcode: Will be emailed and viewable online



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### PRICING

This event is closed to the public.

- **Members:** No charge.  
Registration is required.

Registration in advance is required.

This event will not be recorded.

Slides and handouts if any will be uploaded to [open questions and answers](#).

**Members register for no charge in just a few clicks!**

This event is operated by MassLandlords, Inc. staff.

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

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

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Add just this event to your calendar:

Google: [add just this event to Google calendar.](#)

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

WED  
11/12

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.*

**Members register for no charge in just a few clicks!**

### "No Sales Pitch" Guarantee

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### SECOND WEDNESDAYS WITH PETER SHAPIRO NEXT ON WEDNESDAY, NOVEMBER 12TH

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

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- 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: Second Wednesday Office Hours with Peter Shapiro November 12, 2025

Time: Nov 12, 2025 04:30 PM Eastern Time (US and Canada)

Join Zoom Meeting  
<https://us02web.zoom.us/j/81838868769>

Meeting ID: 818 3886 8769

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

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+16468769923,,81838868769#  
,,, \*126702# US (New York)

Join instructions  
<https://us02web.zoom.us/join/81838868769/invitations?signature=5FoXj3bbA9qJ515yYjWH-p5RBZviAsXZpoYuANDe3uso>

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Add just this event to your calendar:

Google: [add just this event to Google calendar](#).

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

WED  
11/19

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



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**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 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*

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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.

#### **THIRD WEDNESDAYS WITH ATTORNEY GREENMAN NEXT ON WEDNESDAY, NOVEMBER 19TH**

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

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](mailto:hello@masslandlords.net) for

live, real-time help signing in and using your technology.

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

#### **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 [online](#).

Topic: Third Wednesday Office Hours with Attorney Greenman  
November 19, 2025

Time: Nov 19, 2025 04:30 PM  
Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84265965334>

Meeting ID: 842 6596 5334

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

One tap mobile

+13092053325,,84265965334#

,,,\*,854997# US

+13126266799,,84265965334#

,,,\*,854997# US (Chicago)

Join instructions

<https://us02web.zoom.us/join/84265965334/invitations?signature=N6NoHT2G4kk8ZbF-WqqqpALkUisqOEDc-B2BSKa6lKdA>

#### **PRICING**

This event is closed to the public.



- **Members:** No charge.  
Registration is required.

Registration in advance is required.

This event will not be recorded.

Slides and handouts if any will be uploaded to [open questions and answers](#).

**Members register for no charge in just a few clicks!**

This event is operated by MassLandlords, Inc. staff.

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

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

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

Add our entire event calendar to yours:

Google: [add our entire event calendar to Google calendar.](#)

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

Add just this event to your calendar:

Google: [add just this event to Google calendar.](#)

## NORTHERN WORCESTER COUNTY

### Northern Worcester County Landlord Association Fitchburg Dinner Meeting: Air We Share: Combating Asbestos Hazards

THU  
11/13

Join us for our monthly meeting, this month we will hear from Jeff of Economic EnviroTechs, Inc. (EETI) on the hazards of asbestos.

Jeff began working in the environmental field in 1986, and partner Henry in 1987. They joined forces to build a business built on honesty and integrity so they could provide exemplary services to both commercial and residential customers.

Meetings are open to the public! Zoom tickets are \$10. Zoom meeting information will be provided the day of the event. First-time in-person

visitors can attend for \$20 per person to “check us out,” with dinner included. If they decide to join, the \$20 will be applied to an NWCLA membership, or sponsorship of choice, that night. Become a member and the annual dues pay for all 10 meetings a year!

**Public attendees can purchase your ticket in just a few clicks!**

THURSDAY, NOVEMBER 13TH

#### NWCLA DINNER MEETING AGENDA

Visit [nwcla.com](#) for any last-minute updates or changes.

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

#### LOCATION

British American Club  
1 Simonds Road  
Fitchburg, MA 01420

#### FOOD

- Dinner will be provided.

#### PRICING

Open to the public. Membership is not required!

- Public and non-NWCLA members In Person: \$20
- Public and non-NWCLA members Zoom: \$10
- NWCLA members only In Person: No charge.

This event will not be recorded.

Slides and handouts if any will be uploaded to <https://www.nwcla.com/members/meeting-recordings/>. This event will be recorded and accessible for active NWCLA members only. Please note if you are not an active NWCLA but do purchase a ticket you will not be able to access the recording.

**Public attendees can purchase your ticket in just a few clicks!**

This event is operated by volunteers at a partner association.

## METROWEST

### MetroWest Property Owners Association Marlborough Dinner Meeting: Property Management Best Practices that Every Landlord Can Use

TUE  
11/11

Presented by Chris Chadzynski, Owner / Northeast Realty + Co.

Landlords have many responsibilities when it comes to maintaining their properties. Many find it challenging to keep up with every aspect of property management and consider outsourcing some or all of the work—from interviewing and screening tenants to maintaining the physical building and more. With over 15 years of experience, Chris and his team provide a comprehensive range of services and will discuss best practices and how they collaborate with landlords to ensure smooth, professional management.

Our meetings are “hybrid” meetings over both Zoom and in-person at the same time. Zoom participants may chat among themselves during the 5:30 to 6:20 time that the in-person group are having their networking and eating a buffet dinner.

NOTE: MWPOA Members must register for this meeting on the MassLandlords Website at this link:

<https://masslandlords.net/spotlight-event/2025-11-11-marlborough/>.

Non-MWPOA MassLandlords Members are welcome to also register at this link by purchasing a ticket located in the Public Column.

These are “hybrid” meetings both on Zoom and in person. When registering please click either the Zoom or In-Person orange button based on how you will be attending.

Please try to register by Monday, November 10th, 2025.

# MEMBERSHIP BENEFITS



## RENTAL FORMS

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



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## SEARCH EVICTIONS

Search eviction records by address for acquisition due diligence.



## LEGAL STANDING

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



## MESSAGE BOARDS

Get 24/7 access to Massachusetts landlords for advice and sharing experience, plus a message board to sell or purchase investment properties.



## EVENTS

Attend monthly networking and educational virtual events.



## SERVICE PROVIDER DIRECTORY

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



## VIDEOS, ANALYSIS, & SPREADSHEETS

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



## CREDIT REPORTING

Get a virtual office manager free trial from RentHelper.



## CREDIT SCREENING AND ENTITY FORMATION SAVINGS

Save on credit reports with SmartScreen. Create LLC's or Inc's for an exclusive fixed price with New Leaf Legal.



**TUESDAY, NOVEMBER 11TH****MWPOA DINNER MEETING AGENDA**

- 5:30pm Networking Starts (In-person group has dinner at this time so Zoom participants have their own networking together)
- 6:20pm Business Update
- 6:40pm Presentation Starts
- 7:45pm Meeting Ends

**LOCATION**

Marlborough Fish and Game  
1 Muddy Ln  
Marlborough, MA 01752

**PRICING**

Open to the public. Membership is not required!

- Public In Person: \$7
- Public Zoom: \$7
- MWPOA members only In Person: No charge. Registration is required.
- MWPOA members only Zoom: No charge. Registration is required.
- Members In Person: No charge. Registration is required.
- Members Zoom: No charge. Registration is required.

This event will not be recorded.

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

This event is operated by volunteers at a partner association.

**SOUTHERN WORCESTER COUNTY**

## Southern Worcester County Landlord Association Southbridge Dinner Meeting, 7 pm: Cornerstone Bank

Our speakers will be Robert A. Magnan and Jennifer Conrad, from Cornerstone Bank.

Robert A. Mangan and Jennifer Conrad from Cornerstone Bank are excited to share information about two dynamic services that will help landlords save time as well as organize how they track rental payments and security deposits. The two services are ZEscrow and ZRent. These two products will make rent collection and managing security

MON  
11/03

deposit accounts easier for landlords by saving time while providing robust reports. The ZEscrow product also offers the ability for landlords to send and receive W9 forms electronically while managing sub accounts without having to go to the bank. ZRent gives landlords the option to offer tenants the option to pay rent electronically. Both services are free to Cornerstone Bank customers.

**MONDAY, NOVEMBER 3RD****SWCLA DINNER MEETING AGENDA**

- 7:00p Event Start

**LOCATION**

[RAPSCALLION PUB](#)  
3 Arnold Road  
Sturbridge, MA 01518

**PRICING**

Open to SWCLA Members only. Pay annual SWCLA dues then free.

- SWCLA members only: No charge.
- General public, in person meeting is free the first time, then pay \$50/yr for membership.

This event will not be recorded.

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

This event is operated by volunteers at a partner association.

**BERKSHIRE COUNTY**

## CENTRAL WORCESTER COUNTY CHARLES RIVER (GREATER WALTHAM) BOSTON, CAMBRIDGE AND SOMERVILLE GREATER SPRINGFIELD

## Springfield Chat, 6 pm - 7 pm: Meetup

THU  
11/13

No presentation, no registration desk, just meeting up to chat and get to know one another. We need landlords & property managers large & small to attend. We can share our experiences and learn from one another.

Past attendees have:

- Made valuable local connections.
- Talked about local real estate developments.
- Learned more about city government.

Attendees will leave having made some connections in a friendly and informal setting.

**THURSDAY, NOVEMBER 13TH****CHAT AGENDA**

- 6:00 pm Start
- 7:00 pm Chat ends

**LOCATION**

Wyckoff Country Club:  
233 Easthampton Rd  
Holyoke, MA 01040

**HOW TO GET THERE**

The country club is conveniently located just off of Route 91 on Route 141.

**HOW TO FIND US**

The restaurant and bar are located on the lower level. Follow the sidewalk to the right of the building around to the course side and you will see the patio area outside the restaurant. The room we are using is located inside the restaurant/bar area.

**FOOD**

We can begin to arrive at 5:30 to order food/drinks. Please help support Wyckoff and their restaurant/bar since they are allowing us to use a room. Currently on Thursdays they have a brick oven pizza truck in their patio area but you can also check out the menu of available food from their restaurant on their website.

**PRICING**

This event is closed to the public.

- **Members:** No charge.

This event is operated by volunteers.

Add just this event to your calendar:

Google: [add just this event to Google calendar](#).



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