



WinnCompanies

MASSACHUSETTS'

HOUSING STABILITY PROGRAM

“The past year has clearly demonstrated that housing stability is manifestly in the interests of residents, property owners and operators alike. WinnCompanies’ Housing Stability Program is a strong model for improving both resident stability and rent collections and is well worth close consideration by other companies working to reduce evictions and mitigate their effects.”

Gwyneth Jones Coté, *President, Americas, Urban Land Institute*

“Evictions have enormous, negative consequences for individuals, families and communities. They risk lives, push families deeper into poverty, and further strain the nation’s public health systems. In developing their Housing Stability Program, WinnCompanies is taking an important step in curbing evictions and modeling how other housing developers can work with tenants experiencing financial stress to ensure long-term housing stability.”

Diane Yentel, *President and CEO, National Low Income Housing Coalition*

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Summary

WinnCompanies' Housing Stability Program was launched in 2020 to strengthen our commitment to eviction prevention and housing stabilization across our national rental housing portfolio. While household rent payment is critically important to both the survival and sustenance of the housing stock of our communities, much can be done to stabilize households in financial peril. The Program employs a variety of innovative strategies that work to relieve barriers to housing stability amongst lower-income renters and mitigate traditional routes to eviction filing in affordable and mixed-income housing.

*The Housing Stability Program aims to reduce WinnCompanies' evictions by **50% over the next five years**. This effort will proactively and sustainably preserve housing stability for individuals and families and help to serve as a blueprint for operators of multi-family affordable and mixed-income housing to do the same.*

Adapted to conform to each state WinnCompanies operates within, the Housing Stability Program formally offers four strategic features for our property operations team. Examples of key innovations in each of these component areas are featured in detail throughout the Housing Stability program plan:

1. Resident Education and Engagement

Systematized and accountable resident education and proactive communication so each household is informed and engaged in their rights, responsibilities and resources available to them regardless of circumstance and throughout their tenancy.

2. Upstream Intervention, Communication and Coordinated Financial Assistance

Housing Stability Coordinators designated to each WinnCompanies' community team to support proactive outreach, retroactive interim recertifications to date of income/job loss, emergency rent assistance coordination, mediation, and financial coaching. Our innovative partnerships with Housing Consumer Education Centers and voucher administrators ensure residents' access to supports is efficient and expedient.

3. Integrated Payment Plans and Structured, Interactive Mediation

Achievable, affordable and sustainable payment agreements available to every household facing a financial hardship to avoid summary process filing wherever possible. WinnCompanies' property management and legal counsel will work with each affected household to complete their payment agreement negotiations and emergency rental assistance submissions with the goal of preserving the tenancy.

4. Strategic, Accountable Housing Stabilization Goal Development

Each year, WinnCompanies' operating team will set strategic housing stabilization goals for each property matched with tools, resources and incentives for team members to lower eviction filing rates.

Introduction

As part of our continued commitment to Housing Stability, WinnCompanies has long recognized that eviction prevention requires a multitude of coordinated intervention strategies, upstream supports, services and reciprocal accountability to be successful for both residents and the ongoing operations of each community. Payment of rent is critically important to both the survival and sustenance of quality housing within our communities. However, now more than ever, as the COVID-19 public health crisis has exacerbated the financial hardships already faced by so many residents of the Commonwealth and across the nation, WinnCompanies must renew our pledge to support long-term Housing Stability on behalf of all at-risk residents and families who call our communities home.

Each year across the **Commonwealth of Massachusetts**, thousands of individuals and families face eviction and displacement from their homes, primarily due to their inability to afford rent consistently. Housing instability, coupled with other forms of hardship like joblessness, income loss and rising expenses, most severely affect MA residents with extremely low to moderate incomes and the least ability to recover from a financial hardship or disruption. This is compounded, too, by the rising cost of living in Massachusetts and diminished eligibility for federal assistance programs.

Evictions have been widely shown to be a negative social determinant of health, with its threat causing increased anxiety and depression, as well as being catalytic of increased frequency of trauma. Further, Massachusetts' evictions have been shown to lead to ongoing, repeated evictions and ultimately chronic homelessness, which in turn is directly linked to a high risk of morbidity and premature death. For families, eviction and the fall into homelessness has been linked to several negative youth health and education outcomes as well.

Eviction leaves a permanent mark on affected individuals and families as well, with each filing in Massachusetts Housing Courts becoming a permanent, publicly accessible record for all household members named in the filing. This alone directly undermines an individual or family's ability to find new housing for years following the filing. Regardless of the eviction filing's outcome, this lasting mark remains, not to mention the impact on individual credit ratings and the accessibility of financial tools and products. Further, as policies stand currently across the Commonwealth and other state systems, eviction from subsidized housing can ban families from receiving state shelter for a period of three years, leaving individuals and families little options. Beyond this, evictions directly contribute to the financial and social challenges borne by cities and towns across the state, adding to the growing homelessness pandemic and exasperating healthcare systems.

Within WinnCompanies' managed communities across Massachusetts, evictions create a considerable financial burden as well to ongoing operations. Past eviction cases often cost considerably more than the amount owed in non-payment of rent. Total eviction costs (incorporating lost rent, vacancy, legal fees, repairs, turnover, leasing, bad debt and other costs) can range from \$2,500 and \$8,000 within our portfolio depending upon the property location, not to mention significant dedicated staff time.

Ultimately, the eviction process is one that plays out over weeks and months, from initial notice of late payment to the filing and Housing Court ruling. For all housing owners and operators, large and small, this timeline and process allow for multiple Housing Stability interventions to be implemented upstream, both helping to prevent and halt the eviction process.

Housing Stability

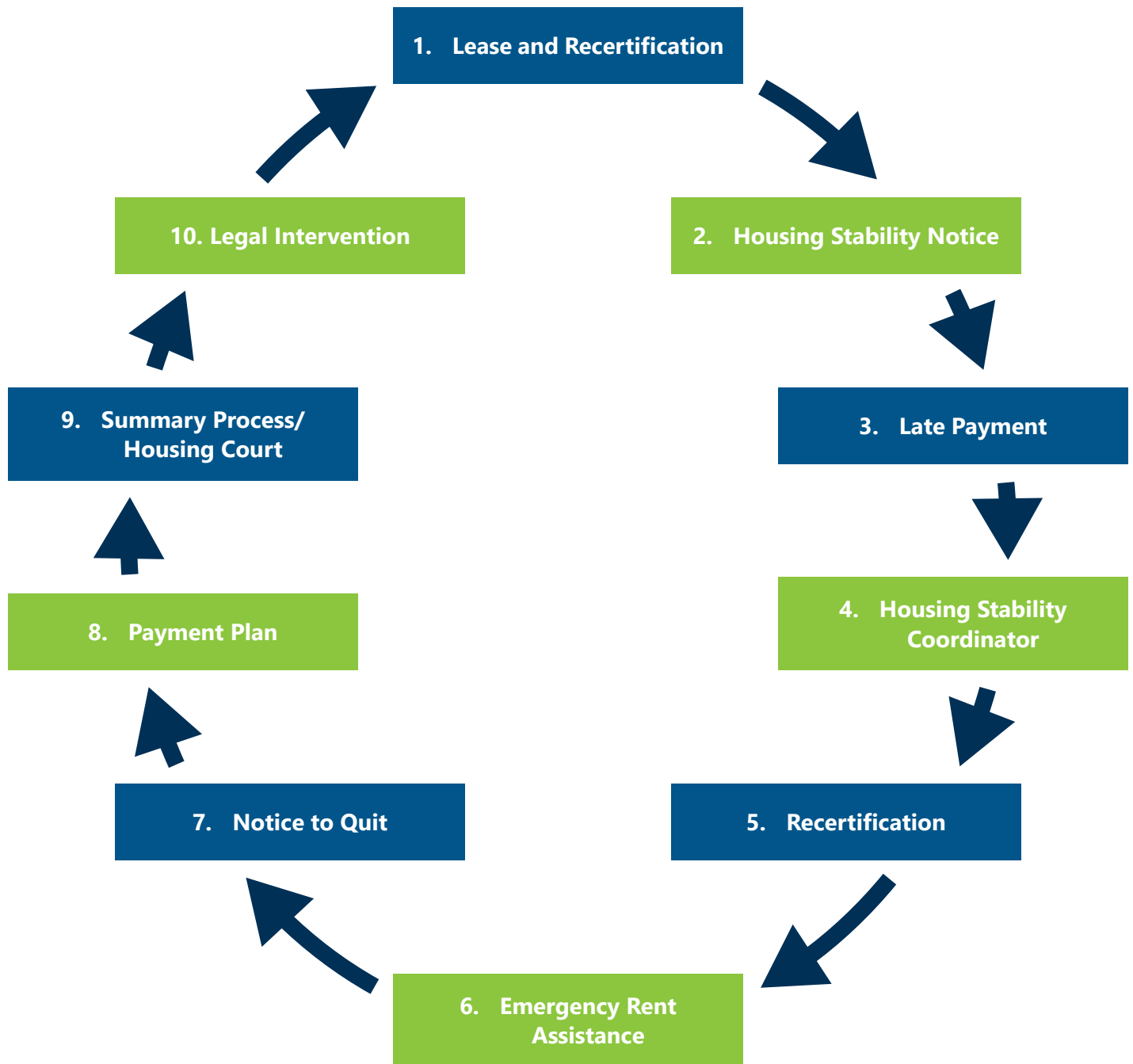
HOUSING STABILITY TASK FORCE

Far in advance of the COVID-19 pandemic, WinnCompanies senior leadership convened a Housing Stability Task Force in January 2020 to strengthen our existing Eviction Prevention protocols and supports with the objective of creating organization-wide eviction prevention goals and an implementation plan. The Task Force included representation from property management, development, legal, compliance, resident services, communications, and asset management teams within our organization. Jay Rose, a retired Legal Services attorney with over 40 years of experience representing low-income renters and tenant organizations was brought on to the Task Force as an Eviction Prevention consultant. The Task Force was charged with shaping and implementing ongoing Housing Stability protocols, establishing and supporting best practices, reinforcing and training toward regional guidance and protocols, monitoring quality assurance and reinforcing accountability. This process resulted in the creation of **WinnCompanies' Housing Stability Program**, a comprehensive set of innovations in process, communication, and accountability focused on housing stability. The program was created with an implementation plan for each state in our national portfolio. State-tailored trainings were completed in March 2021 with over 2,000 WinnCompanies team members participating.

WinnCompanies' Housing Stability Program

WinnCompanies' Housing Stability program was designed to strengthen our commitment and impact on housing stability and eviction prevention across our national portfolio. Building upon the foundation of our core property operations practices, the Program employs a variety of innovative strategies and services designed to support residents facing financial hardship. The following illustrates WinnCompanies' Housing Stability Program steps in accordance with government regulated and industry standard protocol as well as innovative steps now employed by the organization to combat eviction filing and promote sustainable housing stability throughout our Massachusetts portfolio and beyond.

Housing Stability Method and Process



1. LEASE & EDUCATION

In welcoming a new individual or family into a WinnCompanies' managed community, we take pride in our New Resident and Renewal orientation. As with all aspects of housing operations, resident engagement and education are vital to ensuring that each new or renewing household understands the community they live in, from its amenities and staff to the guidelines, policies, rules and regulations that govern both their lease and operations of the community. It is also imperative that new and recertifying residents understand these aspects in their own language and if needed, have access to assistance and support to do so. Relative to Housing Stability, our lease education process for each household outlines rent payment terms (security deposits, rent and charges, rent payment

method options, etc.), timelines, and communication necessary from each resident as well as what each household can expect from our property management team to support this effort. Each property management team is responsible to make sure that each household understands the terms of their lease and renewal or recertification with respect to rent and the expectations from and resources available to each household relative to monthly rent collections, needed communication and support. Our WinnWay Quality Control property operations reviews ensure that these orientations are completed for all new and renewing households each year.

2. HOUSING STABILITY NOTICE

To further support the move-in and renewal/recertification process, a universal resource will be reviewed and signed by both residents and the property manager each year. This resource, the **Housing Stability Notice**, is designed to ensure that each household clearly understands both its lease obligation to pay on time and in full as well as the support, tools, rights and resources available to them when facing a financial hardship. The Housing Stability Notice will be provided at move-in and renewal/recertification each year and the property management team will provide a tailored, individual household overview of the following for discussion with each household:

- Household rent obligation
- Rent due date and rent schedule
- Rent payment method options (in person location, mail, online, etc.)
- Rent payment frequency options (weekly – monthly)
- Fee schedule (late fees, etc.) if applicable
- Recertification process (if applicable)
- Property management team contact information
- Overview of collections/legal process and timeline (late notice, Notice to Quit, etc.)
- Overview of on-site Connected Communities (resident services) team and resource/supports availability
- Introduction and demonstration of [CONNECT](#), WinnCompanies' resident resource finding technology
- Definition and overview of Reasonable Accommodations and process for submission/approval
- Overview of EIV (Enterprise Income Verification) process (if applicable)
- Financial hardship review/verification and process
- Eligible rental assistance (city, state, and philanthropic emergency rent, utility and basic needs resources) based on household eligibility and application support
- Local mediation services available
- Legal counsel

The move-in process is a review of complicated, legal and compliance documentation. Feedback from move-in surveys and the affordable housing industry (2019 – 2021) ultimately showed that many residents did not have the time to fully understand the components of their lease, key resident responsibilities and resources available should they face housing instability. The Housing Stability Notice and training each property management team will receive will ensure that each household will have the opportunity to review this document in-person (and with a third party if needed) with their property manager, ask questions, and gain a fuller understanding of the rent obligation, collections process, and the supports available to them. The Housing Stability Notice includes plain language and is discussed in conversation with the household (also available for Limited English Proficiency [LEP] needs). WinnCompanies will ensure 100% compliance with our Housing Stability Notice at implementation and ongoing through our Quality Control review process.

3. RENT PAYMENT OPTIONS

The Total Tenant Portion (TTP) of rent in each community is due by the 1st of the month and is considered late by the 5th of each month. Each month, the Housing Stability Program is triggered when households fail to meet this rent obligation on time (Late Payment). Delinquency reporting is reviewed by each property management team on the 5th day of the month. Any resident owing a current month's rent receives the **Rent Reminder (Balance Due Notification)**, sent as a proactive measure to applicable households on the 5th of the month for non-payment, outlining the following:

- Overview of lease payment terms
- Household rent obligation
- Rent payment method options (in person location, mail, online, etc.)
- Rent payment frequency options (weekly, bi-weekly, monthly, etc.)
- Fee schedule (late fees, etc.) if applicable
- Property management team contact information
- Emergency Rent Assistance options available to the household
- Brief overview of Interim Recertification process (if eligible) to alert household of retroactive rent adjustment options available due to a change in income. Retroactive rent adjustments based on income changes are available up to 11 months prior ([HUD Multifamily Occupancy Handbook 4350.3 Chapter 7, Section 2 Interim Recertification](#))

Rent Reminder letters are an effective measure of the Housing Stability Program that typically result in initial household contact with the Property Management team to discuss payment plan options, available rent assistance or the Interim Recertification process. Because many residents are paid in different ways and with varying frequency, Rent Payment Options ensure each household has the opportunity to pay rent in ways that are most effective for them. All Rent Reminder letters are kept in the household file.

See ["Appendix B: Late Rent Notice" on page 17.](#)

4. HOUSING STABILITY COORDINATOR

A core innovation of the Housing Stability Program is the creation of a **Housing Stability Coordinator** for each WinnCompanies affordable and mixed-income housing community. The Housing Stability coordinator is an existing property management team member, specifically the Senior Property Manager or Regional Manager within their regional portfolio. The primary responsibility of the Housing Stability Coordinator support property management team members to meet families where they are on the stability continuum, offering a variety of unique and supportive services to residents facing a life change or financial hardship that affects their ability to pay rent on time or in full. These include:

- **Proactive Outreach:** Residents are largely unaware of the programs, services and resources available to them when facing a financial hardship. Working closely with the Property Management team, the Housing Stability Coordinator ensures that Rent Reminder letter distribution is followed with proactive phone calls and email to relevant households. Date, time, description of conversations or messages left are recorded and maintained in the household's file. Between the 5th and 10th of each month, Housing Stability Coordinators, using the current Delinquency reporting available to each property, proactively reach out to households failing to meet their lease rent obligation by the 5th of the month. Initial outreach is offered from the 5th and 10th of each month to gather information on household financial hardship or situation, offer a range of resources and available services, and provide direct updates to property management team charged with Collections Operations.
- **Brief Counseling:** Residents can meet with the on-site Housing Stability Coordinator by in-person or virtual appointment, or over the phone/email for a brief session to gain one-time emergency rent assistance information and coordination for a past due balance, a direct assistance referral, or to begin outlining a payment plan so rent payment can be paid in full prior to the end of the current month if possible.
- **Stability Consultation:** If a resident or household requires additional assistance or support, Housing Stability Coordinators are available to conduct a more in-depth assessment to determine barriers to assistance or other types of support that may be needed. Working closely with the properties' Community Coordinator or Property Manager, Stability Consultation helps to assist residents directly in applying for rent assistance, obtaining needed benefits to maximize income supports, etc. Consultations will also help to mediate disputes with property management, or locating needed resources like childcare, adult education, legal assistance or employment that may be adversely affecting the resident or household's income or expenses.
- **Mediation:** Housing Stability Coordinators are trained each year in mediation techniques that help to address and resolve a range of challenges from lease violations to non-payment to neighbor-to-neighbor disputes. Should internal staff not be accepted as "neutral parties" in mediation, the Property Management team will offer and coordinate for third-party mediation services to be provided to the household at no cost to them.
- **Assessments & Resource Referrals:** Non-payment is often a byproduct of other factors affecting a family like a crisis, inadequate benefits or sudden loss of income. Further still, many residents, required to complete annual recertifications, struggle to assemble the wide range of needed information and documentation required for this process. Working with our strong network of community partners, a key part of Housing Stability Coordination and Connected Communities (resident services) is a basic Housing Stability assessment to better understand the household's situation and then leverages the experience of local organizations that provide a range of resources, support and coaching for individuals and families. Resource Referrals are documented and followed up with to ensure households access needed supports.

- **CONNECT:** Using WinnCompanies' [CONNECT platform](#), residents have access to over 3 million national services and resources for direct navigation and self-referral to needed assistance like local childcare, healthcare, job training and placement opportunities and more. In the event additional navigation support is needed, all Property Management staff and the Housing Stability Coordinators are trained to assist residents directly.
- **Financial Coaching Workshops:** In person and virtual workshops are held to offer resident education in a group setting and are facilitated by experienced, third-party organizations. Topics may include CONNECT navigation, financial education and budgeting, maximizing credit scores and many more.

Ultimately the Housing Stability Coordinator offers a range of proactive support, service coordination and accountability focused on assisting residents to meet their lease obligation, find needed supports and resources and resume stability for the months ahead sustainably. This innovative intervention begins proactively at the start of each month as a preventative measure.

5. RECERTIFICATION

WinnCompanies' Recertification process offers a number of innovations that elevate the industry standard for responsible affordable and LIHTC outreach and rent adjustments based on changes to income and expenses. This critical tool, designed to support affordable housing residents facing financial hardship, is leveraged to proactively communicate with and assist households facing financial hardship and rent payment challenges with the goal to provide new options, resources, assistance and adjustments where necessary, altering the tenant paid portion of rent to the real date of income/expense change, and long **prior to filing the Summary Process and beginning eviction proceedings**. Interim recertifications may be offered to eligible households at any point, but proactive outreach occurs for delinquent and eligible households on the 10th of each month to offer this resource.

Residents often do not report decreases in income or increased expenses immediately and as a result, struggle to meet their monthly rent obligation. Even when reported, this communication may be done long after the change occurred, resulting in an industry standard of rent adjustment made when the property management team is alerted of the change only. WinnCompanies' property managers and appropriate staff are trained to proactively reach out to delinquent households to uncover reduced income and increased expenses when rent is late and if necessary, obtain proper income and hardship verifications to identify whether the household qualifies for a lower rent. WinnCompanies' policy allows for interim recertifications to be made retroactive (up to 11 months or one month following the last recertification) to the first month following the actual job or income loss, greatly assisting households who feel overwhelmed at their current rent obligation in these situations. If the resident holds a Housing Choice Voucher, Management will both encourage and directly assist the resident to request an interim recertification from the applicable administrator or local Housing Authority. Property Management will work with PHA or voucher administrators in this case to expedite interim recertification information collection and processing. For delinquent households, Senior/Regional Property Managers overseeing Project-Based Section 8 properties should regularly review the Certification Activity Report from OneSite for any Interim Recertifications completed within the past six months to ensure this standard is met. Interim Recertification should be compared against the documentation in the file to ensure the rent decrease was implemented the first of the month immediately following the household's income loss/reduction, *even if the resident failed to report the change in a timely manner*. This is an opportunity to support households who experienced an *adverse change to their family's finances and who may not have been able to immediately report the change*.

6. EMERGENCY RENTAL ASSISTANCE

A long-standing eviction prevention support, Emergency Rental Assistance programs in Massachusetts and beyond have been shown to dramatically reduce evictions when implemented effectively. WinnCompanies team members are trained each year to understand their state, county, city and philanthropic ERA programs available in detail so as to offer the best possible assistance and support for households facing financial hardship.

Each year, WinnCompanies' Connected Communities staff map and host Emergency Rental Assistance Program navigation training sessions for all property operations staff.

For those households who have failed to make contact with property management by the 15th of the month, staff begin to assemble Emergency Rent Assistance applications on behalf of the affected households to be reviewed with each household once communication is engaged. Management directly assists residents in applying Emergency Rental Assistance funds if the household meets the qualifications. There are additional resources available for those that fall above the <50% AMI level. WinnCompanies works closely with ERA providers to ensure applications, required documentation, and constant communication is available, streamlining the ERA process to support the resident.

As property management teams have access to information, documents and technology needed to complete and submit assistance applications, WinnCompanies has made this service a core part of its protocol for property management teams. Working closely with emergency rent support providers, state agencies and philanthropies in each state, WinnCompanies has helped to streamline this traditionally arduous process for both property managers and residents facing hardship.

All ERAP required information is assembled for each affected household to be reviewed individually and provides a thoughtful and thorough overview of hardship income or job loss, increased expenses and/or other life situations that may inhibit the household's ability to meet their rent obligation sustainably. Property management will follow applicable rental assistance guidelines as warranted and provided by the rental assistance administrator. This information and its compilation also assist in Payment Plan development (see Section 8), maximizing efficiency and limiting resident stress.

7. NOTICE TO QUIT

In tandem with the assembly of Emergency Rent Assistance application information for household review and submission, the **Notice to Quit** or 14/30-Day Notice is often a needed accountability step and tool employed encourage household communication about delinquency for those who have not with the property management team as well as a required prerequisite for filing an eviction case where needed.

A Delinquency Report must be run again on the 10th day of the month (should the 10th fall on a Saturday, Sunday or holiday, action noted must be completed on the next business day). Any resident who continues to owe rent shall be issued a Notice to Quit (14-Day Notice or 30-Day Notice if appropriate for site subsidy restrictions) The notice shall be served by either a constable or a staff member. If a staff member serves the Notice, a Certificate of Service must be completed by that staff member. A copy of both the 14-Day Notice (or 30-Day Notice) and Certificate of Service should then be placed in the resident's file. Staff will ensure that all Notices to Quit are sent out by two of the following three methods: (1) by first class mail; (2) in hand; or (3) under the door of the resident's home. Any applicable housing authorities on all Section 8 tenancies should be copied and applicable language per the HA incorporated. **In addition, the Notice to Quit will be provided to the community's Housing Stability Coordinator for additional follow-up by phone and posted notice.**

It is important to note that the Notice to Quit serves as a pre-filing accountability step for all households with rent balances who have failed to respond to the Late Notice, proactive Housing Coordinator outreach, and other reminder outreach made by property management staff. This typically results in **most households** either paying the balance in full, being supported with rental assistance, or beginning the Payment Plan process with property management staff. As the NTQ may also trigger a household reporting a downward adjustment in income, again, the interim recertification will be initiated and processed by property management, halting the eviction proceedings for the household.

8. PAYMENT PLAN

By the 15th of the month or next business day – for those that may be eligible for a formal Payment Plan or Agreement (see Appendix D) property management teams will proactively reach out with already populated payment agreements based on the known income and expenses of the household. Property management will then adjust the **payment agreement** with such households that more fully delves into current income and expense changes to ensure the agreement is constructed with the relevant data. The payment plan agreement will focus on what is both achievable and sustainable for the affected household as well as reasonable for the landlord. As such, WinnCompanies will allow Property Managers and Legal Counsel to create payment agreements for such low-income households in arrears at a length significantly higher than the industry average: for a term up to 9 months in repayment (or lower pending individual household circumstances). Any exceptions shall be reviewed and approved by the property's Regional Vice President if the situation warrants additional time and is viable for all parties. This agreement does not waive the right to future legal action; however, if the payment plan is honored, it will eliminate the need for a summary process filing. If the payment plan is not honored and a resolution is not reached, however, property management and legal counsel will immediately proceed with summary process filing.

9. SUMMARY PROCESS/HOUSING COURT

To ensure all upstream interventions have been completed, a Pre-Court checklist must be completed by each property manager and have it reviewed by their supervisor (see Appendix G). If rent collection efforts have been unsuccessful by the 10th day after the Notice to Quit was issued, Management will request the attorney send a **Pending Court Letter** directly to the resident. This letter outlines the imminent court action for failure to pay rent, while offering solutions and resources that will avoid the need for court altogether, initiating yet another upstream communication. The goal of the attorney letter is to successfully negotiate rent payment solutions with the resident and eliminate the need for a Summary Process.

Upon expiration of the Notice to Quit (14-Day Notice or 30-Day Notice) each delinquent household's account is reviewed to determine if payment has been made. If the household communicates a downward change in income and is eligible, an interim recertification will be started, halting the current eviction proceedings. If the resident is still in arrears, does not have a payment plan, or has not responded to the multiple means of outreach and support, **the site must complete a Pre-Court Checklist indicating that all outreach efforts to the resident have been made. The Pre-Court Checklist will be submitted to the Senior/Regional Property Manager for approval prior to contacting the legal counsel to commence Summary Process action.** Outreach by both the property management team and Housing Stability Coordinator will continue during this time.

Communication is a key challenge for residents facing financial hardships or in need of additional support. Experience teaches that many residents do not take the in-house payment agreements or the

possibility of an eviction action as seriously as they should until they are served by a Constable with a Summary Process eviction case and Court date. This is problematic if WinnCompanies wants to avoid the stigmatizing impact to residents of a "Housing Court Record."

Fortunately, a creative reading and use of Massachusetts Rules of Summary Procedure, Rule 2, suggests a solution. Most Civil actions are initiated by the filing in Court of a Summons and Complaint (the lawsuit) and payment of the filing fee. Only then can a Constable serve the papers. Summary Process, however, is different. A landlord cannot file or "enter" an eviction action in Court until it is first served by a Constable on the resident. By completing the paperwork in advance, the Property Manager or legal counsel may pick an entry date/filing date which can be between 7 and 30 days after service. Most legal counsel pick the shortest timetable in order to have the case before the Judge as soon as possible, which can be as soon as 10 days from initial entry. **Our Housing Stability legal intervention prescribes that we instead pick the latest day possible for entry of the case in court and thereby create an extra 2-3 weeks between Constable service and the deadline for filing in Court.**

During this time period, the attorney will contact the resident directly and will offer the resident an opportunity to once again enter into a payment agreement (see Appendix D). Entering into a signed agreement before the Summary Process entry date will stop the attorney from filing the Summary Process. Compliance with the terms will negate the need for court action. If the resident still fails to enter into an agreement, the attorney will file the Summary Process. In some cases, this might require having a Constable serve a new Summons and Complaint with a new/later entry date. While the earliest entry day will be chosen, all innovative payment provisions will still be offered.

This series of resolution opportunities creates a needed safety net for each delinquent household, systematically lowering Summary Process filing across WinnCompanies' managed portfolio.

See ["Appendix E: Attorney Pending Court Letter" on page 22](#) and ["Appendix G: Pre-Court Checklist" on page 26](#) of this document.

10. LEGAL COUNSEL CODE OF CONDUCT

All attorneys that perform legal services for communities owned and managed by WinnCompanies will adhere to the Housing Stability guidelines outlined below and enter into Legal Retainer agreements with WinnCompanies. Legal counsel conduct will be guided by WinnCompanies Guiding Principles, specifically that "Clients and residents are our focus. They are our priority as we nurture mutually beneficial relationships." Key features of this guidance include:

- Legal counsel shall treat residents with respect at all times;
- Legal counsel shall focus on tenancy preservation through sustained support and repayment, not eviction;
- Legal counsel should be mindful that self-represented residents are often at a disadvantage through language, mental health and other barriers. Legal counsel shall make every effort to ensure interpreter services are available and residents are encouraged to seek support from Housing Court attorney of the day and representatives from Massachusetts **Eviction Diversion Programs (TPP, Homestart, etc.);**
- Repayment agreements will be allowed for up to 9 months or pending individual household circumstances and/or based on owner terms;

- Summons and Complaint will only list adult heads of household (Head of Household, Co- Head of household, or Spouse), **not minors or other lease holders**;
- Repayment Agreements will state that the payment terms will be modified if a resident experiences a documented loss of income subsequent to making the agreement;
- Legal counsel will offer the following in the agreement if household is eligible/interested: voluntary rep payee services and the opportunity/application assistance to apply for ERAP and/or other rental assistance;
- All residents in project-based Section 8 developments will be offered Retroactive recertifications if applicable;
- Residents will be offered the ability to name a 3rd Party to also receive Notice of Motion to Issue Execution in order to minimize defaults;
- After the rent is paid in full, probationary periods will be limited to a maximum of six months. Residents will have one automatic “right to cure” late rent. Managers will have discretion to allow resident more than one chance;
- Motion to Issue Execution for a material violation of the repayment agreement will be limited to issues raised in the Notice to Quit;
- Priority will be given to preserving voucher if tenancy can’t be saved;
- Legal counsel will request WinnCompanies prior approval of all form agreements;
- Legal counsel will attend annual “Housing Stability” training provided by WinnCompanies;
- Legal counsel performance evaluations in accordance with the Housing Stability Program will be conducted at least once annually;
- Remote technology (Zoom, Docusign, etc.) will be offered to all residents both prior to and throughout Housing Court by legal counsel so the household has access to mediation services, Eviction Diversion Programs and/or payment plan negotiation.

Conclusion

The COVID-19 public health pandemic's myriad economic effects have required an unprecedented response to and collaboration between federal, state and local governments, housing owners, advocates and residents as communities nationwide face the looming fear of eviction and displacement. Simultaneously the pandemic has shown a spotlight on the inequities already present in so many communities nationwide, further compounding disparities in healthcare access, education, employment and civic engagement. With the continued rise in cost of living nationwide and inadequate availability of federal assistance programs, non-payment eviction now stands as one of our nation's most important issues as we look ahead toward recovery and sustainable resilience in the future. While payment of rent is critically important to both the survival of, and the maintaining of quality for, the housing stock of our communities, **WinnCompanies believes that evictions are a reality that can often be mitigated – with partnerships and cooperation among all parties.** We believe that many of the root causes of housing instability can be met upstream, countered, and result in dramatic reductions of non-payment eviction filing and execution. Through a combination of resident education, engagement and fostering of trust, pro-active resident cooperation, a fundamental cultural shift in property management operations relative to rent collection and access to financial assistance, and innovations in legal counsel eviction protocol, we believe the Housing Stability Program can serve as a national model for eviction prevention by strengthening housing stabilization. This Program is intended to be a living guide and resource for housing owners and operators, residents, advocates and communities alike, designed to learn from and adapt to challenges met along the way.

“If our cities and towns are rich in diversity- with unique textures and styles, gifts and problems- so too must be our solutions.”

Matthew Desmond, EVICTED

Appendix A: Housing Stability Addendum

Intentionally Left Blank

Appendix B: Late Rent Notice

BALANCE DUE NOTIFICATION

Date: 1/1/20

From: Property Manager
Property Name
Property Address
Property City, State, Zip

To: Resident Name
Resident Address
Resident City, State, Zip
Bldg: #
Apt: #

To all Resident(s) in possession, including:
Resident Name
Resident Address
Resident City, State, Zip

Dear Resident(s):

As you are aware, your rent was due on <DATE> and as of this date we have not received your payment. Your current outstanding balance due is _____. If you are experiencing financial hardship and having difficulty paying your rent, Management has several options to assist you:

1. **INTERIM RECERTIFICATION:** If you receive Project Based Section 8 subsidy and you've experienced a loss or decrease in income, Management can retroactively change your rent to the 1st of the month following the action that resulted in loss of income, up to 11 months prior. If you hold a Section 8 voucher, please contact your Housing Authority to request an interim recertification.
2. **RENTAL ASSISTANCE:** Management can help determine eligibility and assist you in filling out an application for rental assistance.
3. **REPRESENTATIVE PAYEE:** Management may offer to connect you with an agency that assists in making rent payments on behalf of residents each month, using your personal funds deposited into a checking account controlled by both Representative Payee and Resident.

4. **PAYMENT PLANS:** Management can enter in to a reasonable and good faith payment agreement with you based on your household's current financial situation.

Please submit your rent payment immediately either in person, via mail or through the online resident portal or call the Management office at <TELEPHONE>, to discuss the rent assistance options above.

Sincerely,

Name, Property Manager / Agent for Owner

Appendix C: Rent Assistance and Hardship Verification Form

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Appendix D: Payment Agreement: In House & Attorney

PAYMENT PLAN AGREEMENT AND ADDENDUM TO LEASE

Agreement made this _____ day of _____, 202____ between _____
_____ ("Landlord") and _____ ("Resident").

WHEREAS Resident currently occupies _____ ("Premises") pursuant
to a Lease/Occupancy Agreement;

WHEREAS Resident represents that he/she has lost employment, experienced a loss of wages,
loss or decrease in other income, and/or incurred new medical expenses;

WHEREAS Resident owes Landlord the sum of \$ _____ in past due use and occupancy of the
Premises ("Arrearage");

WHEREAS Landlord is willing to refrain from commencing or continuing with an eviction action
and to allow Resident to retain occupancy of the Premises if Resident enters into and complies
with the terms of this Agreement;

**WHEREAS, Landlord and Resident have reviewed the following options prior to entering
into this agreement:**

- 1. Resident may request an interim recertification if there has been a decrease in income. Landlord agrees to retroactively change Resident's rent to the 1st of the month following the action that resulted in loss of income, up to 11 months prior.**
- 2. Landlord has offered to fill out a rental assistance application with and/or for Resident if Resident qualifies under agency guidelines.**
- 3. Resident agrees to make the following payments toward the Arrearage. Payments may be made weekly, bi-weekly or monthly:**
 - a. The sum of \$ _____ shall be paid on or before _____.
 - b. The sum of \$ _____ shall be paid on or before _____.
 - c. The sum of \$ _____ shall be paid on or before _____.
 - d. The sum of \$ _____ shall be paid on or before _____.
 - e. The sum of \$ _____ shall be paid on or before _____.
 - f. The sum of \$ _____ shall be paid on or before _____.
 - g. The sum of \$ _____ shall be paid on or before _____.
 - h. The sum of \$ _____ shall be paid on or before _____.
 - i. The sum of \$ _____ shall be paid on or before _____.
 - j. The sum of \$ _____ shall be paid on or before _____.

- k. The sum of \$ _____ shall be paid on or before _____.
- l. The sum of \$ _____ shall be paid on or before _____.

4. **In addition to the payments outlined above, Resident agrees to pay their applicable use and occupancy by the fifth (5th) of each month commencing on _____, 2020.**
5. **Resident acknowledges that Landlord is entering into the within Agreement as an accommodation to Resident, in lieu of commencing or continuing with an eviction action. In the event that Resident violates this Agreement, Landlord may elect to commence or continue with an eviction action against Resident.**
6. **Landlord's entering into this Agreement or acceptance of any monies due, which shall be accepted for use and occupancy, shall not be construed to waive any rights of Landlord pursuant to the Lease or otherwise, now or in the future, nor affect any notice of legal action given or to be given.**
7. **This Agreement shall be deemed an Addendum to Resident's Lease for the Premises and any new Lease or renewal Resident may sign for the Premises.**
8. **This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.**
9. **By signing below, Resident acknowledges having fully read and understood all of the terms and conditions contained herein and agrees that this Agreement represents the full and complete understanding of the parties and that Landlord has made no other representations, promises or inducements not otherwise contained herein.**

Landlord

By: _____
Duly authorized

Resident

Resident

Appendix E: Attorney Pending Court Letter

_____, 202_____

BY HAND AND FIRST CLASS MAIL

Name

Address

City, MA ZIP

Dear Resident:

Please be advised that this firm represents your landlord, WinnResidential. You currently have a rental arrearage of \$_____. If you are experiencing financial hardship and having difficulty paying your rent, your Landlord has several options to assist with rent relief and rental assistance.

In the interest of keeping you and your family in your home and to avoid the necessity of Court intervention, your landlord is committed to assisting you in the following ways:

1. **INTERIM RECERTIFICATION:** If you receive Project Based Section 8 subsidy and you've experienced a loss or decrease in income, Management can retroactively change your rent to the 1st of the month following the action that resulted in loss of income, up to 11 months prior. If you hold a Section 8 voucher, please contact your Housing Authority to request an interim recertification.
2. **RENTAL ASSISTANCE:** Your landlord will fill out a rental assistance application(s) with and/or for you if you qualify under agency guidelines.
3. **REPRESENTATIVE PAYEE:** Your landlord will connect you with an agency that assists in making payments on your behalf each month, using your personal funds deposited into a checking account controlled by both the Representative Payee and you.
4. **PAYMENT PLANS:** Your landlord will enter into a reasonable and good faith payment agreement with you based on your household's current rent obligation under your Occupancy Agreement/Lease and household financial situation.

This letter is being sent to encourage you to contact your landlord as soon as possible to resolve this matter. It is sincerely hoped that we can work collaboratively so you can remain a resident of the community and a termination of your tenancy will not become necessary.

We encourage you to contact the management office immediately at 617-_____. If your landlord does not receive a response from you immediately upon receipt of this letter, they may elect to proceed with Court action.

Our office hours are 9:00 AM through 5:00 PM, Monday through Friday.

Please take this matter seriously.

Very truly yours,

Attorney

cc: WinnResidential

NOTICE OF IMPORTANT RIGHTS TO CONSUMERS

Pursuant to the Federal Debt Collection Practices Act and 940 CMR 7.00, et seq., a consumer debtor is required to be sent the following notice: (1) unless the consumer, within thirty days after receipt of this notice, disputes the validity of the debt or any portion thereof, the debt will be assumed to be valid by the debt collector; (2) if the consumer notifies the debt collector in writing within the thirty-day period that the debt or any portion thereof is disputed, the debt collector will obtain a verification of the debt or a copy of a judgment against the consumer and a copy of each verification or judgment will be mailed to the consumer by the debt collector along with additional materials provided in 940 C.M.R. 7.08(2) and the name and address of the original creditor, if different from the current creditor; and (3) upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor. You should be aware that the Act only applies to consumer debtors and that this thirty-day period does not delay the bringing of legal action. This communication is from a debt collector and is an attempt to collect a debt and any information obtained will be used for that purpose.

Appendix F: Attorney Payment Agreement Offer Letter

_____, 202_____

BY CONSTABLE

Name

Address

City, MA ZIP

Dear Resident:

Please be advised that this firm represents your landlord, WinnResidential. Although your landlord, and this office, have provided you with several notifications concerning the requirement for you to contact your landlord to discuss a reasonable payment agreement to address your rental arrearage, you have failed to do so. You currently have a rental arrearage of \$_____. As such, attached please find a Summary Process (Eviction) Summons and Complaint which is being served upon you and which will require you to appear in Court to address your rental arrearage if you do not undertake the steps below.

As a last and final courtesy to you, your landlord will permit you until the business day before the entry date of the Summons and Complaint, _____, to contact this office at the number below to negotiate and execute a reasonable payment agreement. In the event that you fail to contact this office and execute a reasonable payment agreement by said date, the Summons and Complaint will be filed with the Court and you will then be required to appear in Court and be responsible for your rental arrears as well as for reimbursing your landlord for the Court costs they will incur.

It is sincerely hoped that we can work collaboratively so you can remain a resident of the community and that the filing of a Court action will not prove necessary.

Our office hours are 9:00 AM through 5:00 PM, Monday through Friday, (Insert phone number).

Very truly yours,

Attorney

cc: WinnResidential

NOTICE OF IMPORTANT RIGHTS TO CONSUMERS

Pursuant to the Federal Debt Collection Practices Act and 940 CMR 7.00, et seq., a consumer debtor is required to be sent the following notice: (1) unless the consumer, within thirty days after receipt of this notice, disputes the validity of the debt or any portion thereof, the debt will be assumed to be valid by the debt collector; (2) if the consumer notifies the debt collector in writing within the thirty-day period that the debt or any portion thereof is disputed, the debt collector will obtain a verification of the debt or a copy of a judgment against the consumer and a copy of each verification or judgment will be mailed to the consumer by the debt collector along with additional materials provided in 940 C.M.R. 7.08(2) and the name and address of the original creditor, if different from the current creditor; and (3) upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor. You should be aware that the Act only applies to consumer debtors and that this thirty-day period does not delay the bringing of legal action. This communication is from a debt collector and is an attempt to collect a debt and any information obtained will be used for that purpose.

Appendix G: Pre-Court Checklist

Date: _____

Property Name: _____ Site # _____

Resident Name: _____ Unit # _____

Instructions: Prior to receiving S/RPM approval to proceed with a Summary Process, you must provide proof that all outreach efforts below were completed and attach necessary documents for review. **This checklist must be signed by the S/RPM or higher prior to forwarding an expired Notice to Quit to the site attorney.**

	Check All That Apply	Attachment (Check all that Apply)	Date/s of Outreach		
Late Rent Notice (5 th of the Month)	☐	☐			
Interim Recertification Offered (If Applicable)	☐	☐			
Hardship Verification Completed	☐	☐			
Payment Agreement Offered	☐	☐			
ERAP Rental Assistance Offered	☐	☐			
Notice to Quit (10 th)	☐	☐			
Attorney Letter (25 th)	☐	☐			
Additional Outreach:	☐	☐			
Phone Call	☐	☐			
Letter	☐	☐			
Email	☐	☐			
Emergency Contact Notified	☐	☐			
Door Notice	☐	☐			

_____/_____/_____
 Property Manager – Signature Print Date

_____/_____/_____
 S/RPM – Signature Print Date