

## RESIDENTIAL CONDOMINIUM LEASE

### PARTIES:

LANDLORD: Diene Keita and Seydou Djermakoye, as represented by Adam Yourell, Esq. of Boston, MA

TENANT: Vicente Ferrer and Maria Mateo of Boston, MA

LEASED PREMISES: 121 Portland Street, Unit 801, Boston, MA 02114 (The Forecaster)

FOR GOOD AND VALUABLE CONSIDERATION the receipt and sufficiency of which are hereby acknowledged, Landlord leases the Premises to Tenant under the following terms and conditions:

1. TERM OF LEASE. This Lease begins on 7/1/2020, and ends on 06/30/2021, unless terminated sooner pursuant to the terms of this Lease.
2. SECURITY DEPOSIT. Tenant has paid a refundable deposit of Four Thousand Two Hundred and No/100 Dollars (\$4,200). The deposit will be returned to the Tenant after the end of the Lease minus any amounts for defaults in Rent payments, repair of damages to the Premises beyond normal wear and tear, and cleaning the Premises. Tenant may be asked to replenish any security deposit used to make good any arrearages of Rent or satisfy any other covenant or obligation of Tenant.

Landlord will refund any unused portion of the deposit to the Tenant together with an itemized statement and any other documentation required by law, to Tenant within twenty-one (21) days of the surrender of the Premises, but not later than the time periods required by applicable law. Landlord shall send any such refund and documentation required by law to the forwarding address provided by Tenant, or, if no such address has been provided, shall send such refund to the address of the unit previously rented by the Tenant.

3. RENT AND FIRST PAYMENT/LAST MONTH'S RENT. The base monthly Rent for the Premises shall be Four Thousand Two Hundred and No/100 Dollars (\$4,200.00), with the first payment due on 7/1/2020 and last month's rent already in escrow, and each subsequent payment shall be paid on the First of the month until the termination of the Lease. Where any due date falls on a Saturday, Sunday, or public holiday, Rent and any other payments hereunder shall be due on the last regular business day before said due date. Tenant shall deliver the Rent to Landlord at the checking account previously supplied to Tenant or at such other address as Landlord shall hereinafter provide.
4. LATE FEES. A late fee of Five Hundred and No/100 Dollars (\$500.00) will be charged if

Rent is not paid within thirty-two (32) days of when rent is due.

5. **BAD CHECKS.** In the event that Tenant issues a check which is subsequently dishonored, all future Rent payments shall be by cash, cashier's check or money order. A fee of Thirty-five and No/100 Dollars (\$35.00) will be charged for any dishonored checks.
6. **OTHER OCCUPANTS.** The Premises shall not be occupied by any parties with the exception of Tenant's immediate nuclear family. Tenant must receive written permission of the Landlord to add additional occupants.
7. **POSSESSION.** If Landlord cannot deliver possession of the Premises to Tenant on the day the Lease is to begin or within thirty (30) days thereof, through no fault of the Landlord, the Lease is terminated. If the Premises are delivered within the thirty (30) days, Tenant shall pay for only those days that the Premises were actually occupied by Tenant.
8. **SUBLETTING\ASSIGNMENT.** Tenant agrees not to sublet or assign the Premises or any part of the Premises without written permission of Landlord. Landlord must give written approval each time Tenant wishes to sublet or assign the Premises.
9. **PARKING.** Tenant is allowed to use the parking space that accompanies the Unit.
10. **PETS.** No pets are allowed on the Premises. Should Tenant keep or maintain a pet in violation of this Lease, it shall be deemed an immediate and incurable event of default.
11. **ALTERATIONS.** Tenant may not alter the Premises or install improvements or fixtures without prior written consent of Landlord. Any improvements or fixtures placed on the Premises during the lease without written permission of Landlord become the property of Landlord.
12. **LANDLORD ENTRY.** Landlord may enter the Premises in the case of an emergency, court order, to show the Premises to prospective buyers or make necessary repairs. In the case of showing the Premises to potential buyers, Landlord may give Tenant 24-hour oral notice, provided Landlord has given Tenant proper written notice that the Premises were for sale. In the case of necessary repairs, Landlord shall give Tenant 24-hour written notice of entry during regular business hours.
13. **INSURANCE.** Landlord DOES NOT CARRY any insurance that covers Tenant's personal property from loss or damage caused by fire, theft, rain, water, overflow, leakage, natural disasters, and/or any other causes. Any personal property that Tenant, the guests or invitees bring onto the property shall be AT TENANT'S SOLE RESPONSIBILITY AND HAZARD AND LANDLORD SHALL HAVE NO RESPONSIBILITY OR LIABILITY THEREFOR.
14. **TERMINATION OF LEASE/HOLDING OVER.** A thirty (30) day notice must be provided to the Landlord, prior to the expiration of the lease term, if Tenant intends to terminate the Lease at its conclusion. If Tenant desires to remain in occupancy of the Premises, Landlord

may, at Landlord's sole discretion extend the lease on a month-to-month "holdover" basis.

15. **HEAT AND UTILITIES.** Landlord shall maintain any existing heating and ventilation equipment currently located on the premises. Tenant shall be responsible for contracting for and obtaining all electricity, heat and other utilities, noting that, any failure to pay anything therefor shall be TENANT'S SOLE RESPONSIBILITY AND HAZARD AND LANDLORD SHALL HAVE NO RESPONSIBILITY OR LIABILITY THEREFOR. Tenant shall be responsible for having utilities disconnected on the day Tenant surrenders possession of the Premises back to Landlord at termination of Lease. Should services or utilities be temporarily interrupted due to accident, emergency, and/or necessary repairs, Tenant's obligation to pay Rent in full shall not be affected.
16. **CARE OF PREMISES.** Cleanliness / Alterations / Repairs. The TENANT shall at all times maintain the Premises in a clean and sanitary condition and in the same condition as they were at the start of the tenancy, reasonable use and wear excepted. For other maintenance or repair of the Premises, the TENANT shall notify LANDLORD. If the TENANT fails to maintain, as agreed, the LANDLORD shall have the option to make such repairs, whereupon the TENANT shall reimburse the LANDLORD upon demand. The TENANT shall not paint or wallpaper any part of the Premises without LANDLORD'S written permission nor shall the TENANT make any interior or exterior alteration or change in the Premises nor shall TENANT change any lock or re-key any lock without the written permission of the LANDLORD. Should a new lock be installed or an existing lock be altered or re-keyed, the TENANT shall immediately deliver a duplicate key to the LANDLORD at TENANT'S sole expense. The TENANT shall not install any washing machine, dryer, air conditioner, space heater, waterbed or fixture without written permission of the LANDLORD. Unless otherwise agreed, any lock or fixture installed in the Premises with permission of the LANDLORD shall become the property of the LANDLORD upon termination of the Lease. No object shall be thrown from any porch, balcony or window nor kept on any railing, fire escape or windowsill. The TENANT shall not place or store any property in any common area. The TENANT shall be liable for any misuse of any plumbing fixture or equipment, including disposal of rubbish or garbage that damages any fixture or clogs any pipe. At the termination of the Lease the TENANT shall surrender the Premises with all keys to LANDLORD in the same condition as they now are, reasonable use and wear excepted. Should the TENANT fail to turn over all keys at the end of the Lease, the LANDLORD shall be permitted to replace the locks and keys immediately at TENANT'S sole cost and expense. The TENANT shall be responsible for all damage or loss caused to the Premises during the Lease, whether by TENANT or by any invitee or guest of TENANT, excluding acts of God or any injury or loss caused by the LANDLORD or for which the LANDLORD is statutorily liable. **SMOKING IS PROHIBITED.**
17. **PLUMBING.** Tenant shall not use any water closets, disposals or waste pipes for any other reason than those for which they were designed, including, but not limited to, placing sweepings, rubbish, rags, diapers, or any improper articles into the same. Any damage to the Premises or the Building due to the same shall be borne by Tenant.

18. ALTERATIONS. Tenant shall not make any alteration to the structure of the Building, nor the walls of the Premises, nor make any permanent decoration to the walls, such as painting, without the express written consent of Landlord.
19. REGULATIONS. Tenant agrees to abide by such rules and regulations as Landlord shall from time to time establish for the common areas and Premises.
20. DEFAULT. If Tenant fails to perform or observe any provision of this Lease, and continues to fail within twenty-one (21) days after notice by Landlord to remedy such failure, Tenant will be in default.
21. STORAGE. No storage space is provided with the Leased Unit.
22. PERSONAL PROPERTY LEFT AT RENTAL PROPERTY. After Tenant has vacated the Premises, any personal property left behind will be stored by Landlord for up to twenty-one (21) days after Landlord sends notice to Tenant. Tenant shall pay a reasonable amount for any storage required. If Tenant does not claim the abandoned personal property, Landlord may dispose of the personal property in any manner Landlord chooses.
23. CASUALTY AND CONDEMNATION. If there shall occur a fire, damage or other casualty, or should the Premises be subject to an eminent domain taking by a government authority, in such a manner as to render the Premises legally uninhabitable or should sixty-five percent (65%) of the Premises be so taken, then Landlord or Tenant may terminate this Lease within forty-five (45) days of such casualty or taking, no other obligations to be owed by any party. Should Landlord elect not to terminate this Lease or should the casualty or taking not exceed sixty-five percent (65%) of the Premises, then the Rent owed by Tenant, other than Rent owed for any pet or any other additional Rent, shall be reduced by the amount of the casualty or other taking, and Landlord shall promptly rehabilitate the Premises, and shall continue to do so in a commercially reasonable manner. Upon the complete rehabilitation of the Premises, the Rent shall return to the level prior to the casualty or other taking.
24. NEGLIGENCE. Tenant shall be responsible for any negligence that causes any damage whatsoever to the Premises, whether the direct negligence of Tenant or Tenant's guests, invitees or licensees. Landlord hereby disclaims any and all negligence to Tenant and Tenant's personal property to the maximum extent provided by law, provided that Landlord does not disclaim any liability stemming from Landlord's gross or willful negligence.
25. **LEAD PAINT. HOUSING BUILT BEFORE 1978 MAY CONTAIN LEAD-BASED PAINT. LEAD FROM PAINT, PAINT CHIPS, AND DUST CAN POSE HEALTH HAZARDS IF NOT MANAGED PROPERLY. LEAD EXPOSURE IS ESPECIALLY HARMFUL TO YOUNG CHILDREN AND PREGNANT WOMEN. BEFORE RENTING PRE-1978 HOUSING, LANDLORDS MUST DISCLOSE THE PRESENCE OF KNOWN LEAD-BASED PAINT HAZARDS IN THE DWELLING. TENANTS MUST ALSO RECEIVE A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING PREVENTION.**

**THE PARTIES FURTHER ACKNOWLEDGE THAT, UNDER MASSACHUSETTS LAW, WHENEVER A CHILD OR CHILDREN UNDER SIX YEARS OF AGE RESIDES IN ANY RESIDENTIAL PROPERTY IN WHICH ANY PAINT, PLASTER OR OTHER ACCESSIBLE MATERIAL CONTAINS DANGEROUS LEVELS OF LEAD, THE OWNER OF SAID PROPERTY MUST REMOVE OR COVER SAID PAINT, PLASTER OR OTHER MATERIAL SO AS TO MAKE IT INACCESSIBLE TO CHILDREN UNDER SIX YEARS OF AGE.**

TENANT'S INITIAL: \_\_\_\_\_

26. USE OF PREMISES. Tenant shall use the Premises only for residential purposes, and for no other purposes whatsoever, including, but not limited to, any commercial or business purpose or for any purpose that contravenes any applicable law or regulation.
27. KEYS AND LOCKS. Upon the termination of this Lease, Tenant shall promptly return any and all keys to the Landlord. Tenant shall be responsible to Landlord for any and all damages resulting from Tenant's failure to return such keys. This provision shall survive the expiration of the Lease. Delivery of keys by the Tenant to the Landlord, or to anyone on Landlord's behalf, shall not constitute a surrender or acceptance of surrender of the Premises unless so stipulated in writing by the Landlord.
28. HAZARDOUS MATERIALS. Tenant shall not keep or have any dangerous, flammable, or explosive article or thing which might increase the chance of fire on the Premises, or that would ordinarily be considered "hazardous" or "extrahazardous" by any responsible person, other than in such amounts and in such manners as is typical to operate a household of Tenant's size.
29. SIGNAGE. Tenant shall not place signs on or in the Premises or grounds so that the signs may be seen from the outside of the building.
30. ATTORNEY'S FEES. The prevailing party in any legal proceeding brought under or with respect to the transaction described in this Lease is entitled to recover from the non-prevailing party all costs of the proceeding and reasonable attorney's fees.
31. NON-WAIVER. No indulgence, waiver, election or non-election by Landlord under this agreement shall affect Tenant's duties and liabilities in this Lease.
32. VALIDITY/SEVERABILITY. If any provision of this Lease is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this Lease.
33. NOTICES. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served within two days of sending, if sent by United States first class, certified mail, return receipt requested to the following addresses:

If to Landlord:

Attn:  
Adam Yourell  
3 Lewis Street, #3  
Boston, MA 02109  
617 697-5245  
ayourell@mail.com

If to Tenant:

34. DISCLOSURES. Landlord has provided Tenant with all the required disclosures, including, but not limited to: (A) lead disclosure; (B) former military or state ordinance disclosure; and (C) release of illegal substance beneath dwelling disclosure, if applicable.
35. ENTIRE AGREEMENT. The parties agree that this document and its attachments contain the entire agreement between the parties and the Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties.
36. CHOICE OF LAW. This Lease shall be interpreted in accordance with the laws of the State of Massachusetts.
37. RIGHT OF TENANT TO ASSERT LEGAL RIGHTS. Landlord acknowledges that, by law Landlord is forbidden from threatening or taking reprisals against any Tenant who seeks to assert the legal rights afforded to a Tenant.
38. TENANT COPY OF LEASE. Landlord shall deliver to Tenant, either in person or at the notice section, above, a copy of this Lease, duly executed by Landlord, within Thirty (30) days of the date hereof.

Addendum(s) attached.

IN WITNESS WHEREOF, this Lease is being executed as of this       day, June, 2020.

LESSOR



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Diene Keita



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Seydou Djermakoye

LESSEE

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Vicente Ferrer

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Maria Mateo

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Trustee, The Forecaster 121 Condominium Trust or  
Authorized Representative

**Addendum A to lease 121 Portland St. # \_\_\_\_\_, Boston, MA:**

- The lease, or occupancy agreement shall be subject in every respect to the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereof; and
- Renter is required to obtain and maintain renter's insurance. Said insurance shall name condominium association (Forecaster 121 Condominium Trust) and property manager (State Financial Services, Inc.) as additional insured.
- **This IMPORTANT CLAUSE is hereby incorporated into the Lease:**
  - "THE BUILDING IN WHICH THE APARTMENT UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM BUILDING-NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDINGS ARE OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH APARTMENT (EXCEPT FOR CERTAIN APARTMENTS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS/HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BY-LAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, AND THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NON-COMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE;" and
- "Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium or the Declaration of the Condominium Trust and the By-Laws and Rules and Regulations thereto, shall constitute a material default in this lease, and in the event of such default, the Trustees of the Condominium Trust shall have the following rights and remedies which the Trustees and the Unit Owners (other than the owner of the affected unit) have or may in the future have, against both the owner of the affected unit and the tenant, all rights and remedies of the Trustees and the Unit



Owners (other than the owner of the affected unit) being deemed at all times to be cumulative and not exclusive:

A. The Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the unit addressed to the tenant, and mailed, postage pre-paid, registered or certified mail, return receipt requested, addressed to the owner of the unit as such address then appears on the records of Trustees, or by delivering said notice in hand, or by delivering said notice in any other manner permitted by law.

B. If the default continues for five (5) days after the giving of said notice, then the Trustees shall have the right to: Levy fines against the owner of the affected unit in accordance with any rule or regulation pertaining thereto and promulgated as provided in Section 5.14 of this Trust, and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both. In case of a tenancy at will, the time of such notice shall be sufficient if it is equal to the interval between the days of rent payment, or thirty (30) days, whichever is longer. In case of a lease, seven (7) days' notice shall be sufficient. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate and prosecute a summary process action against the tenant under the provisions of Massachusetts General Laws, Chapter 239, in the name of the landlord, or in the name of the Trustees, or both.

Contain a provision whereby the landlord/unit owner makes an assignment to the Condominium Trust of the rent due from the Tenant in an amount equal to any unpaid common charges assessed against the unit, and said provision shall further provide that the tenant shall be held harmless by the landlord/unit owner from any claim for non-payment of rent to the extent and amount of such payment by the tenant to the Condominium Trust of any past due common charges assessed to the unit.

Provide that the lease form must be countersigned by at least one condominium trustee then in office (or the manager of the condominium if one is then so employed) prior to being executed by the tenant, such countersignature being for the sole purpose of signifying that said lease form contains the provisions required by this Section 6.4.

The Trustees shall be entitled to levy a fine, or fines, or give a notice, or notices to quit followed by a summary process action or actions, and the Trustee's election to pursue any of the foregoing

remedies, either at the same time, or serially, shall be at their option in the event of any further default.

(c) All of the expenses of the Trustees in giving notice, and notices to quit, and maintaining and pursuing summary process actions and any appeals therefrom, shall be entirely at the expense of the owner of the affected unit, and such costs and expenses may be enforced and collected against the Unit Owner as if same were Common Expenses levied against the unit.

(d) The Unit Owner shall make reasonable efforts, at his/her expense and initiative to inform rental agents of the provisions of this section, and shall, at his/her own expense and initiative, furnish copies of the condominium documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this section.

(e) Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance. Such approval shall not limit any rights or remedies of the Trustees or Unit Owners in the event of a subsequent default.

(f) A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.

(g) The provisions of this section shall take precedence over any other section in the lease or occupancy agreement.

(h) Notwithstanding anything to the contrary herein, and notwithstanding any custom, law, or usage to the contrary, it is expressly understood and agreed that neither the Trustees, nor the other Unit Owners, shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement.

(i) Notwithstanding anything to the contrary in this section or Trust or the By Laws, it is expressly understood and agreed that the provisions of this section shall not apply to any first mortgagee in possession of a unit following default by the Unit Owner in his/her mortgage, or holding title to a unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure.

Should a unit be rented for less than twelve months, The Trust shall have the right to fine the unit owner, on a daily basis. The initial fine shall be for \$1,000.00 per day. Should the same unit owner violate this clause more than one time in a year, each subsequent fine will increase by twenty five (25%) percent.

~~~~~  
MASTER DEED

No renter shall be allowed to have a pet of any kind.  
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~There is a move-in/move-out fee of \$500.00 that is due and payable prior to occupancy by the tenant.

~If the water/sewer bill is being placed in the tenant's name, the tenant or unit owner shall pay a \$10 to the billing company for each time the name is changed on the invoice.

~There is no guest/temporary parking in the garage at any time.

~Quiet hours are to be followed. Failure to abide by quiet hours will result in a fee of \$100.00 for the first offense and increase by 20% each subsequent violation. If quiet hours are violated three times or more, the condominium association has the right to force an eviction of the tenant at unit owner and tenant cost. The current quiet hours (subject to change by Trustees) are:

Sunday - Thursday 10:00 p.m. - 7:00 a.m., Friday & Saturday 11:00 p.m. - 9:00 a.m.

~City of Boston designated Affordable Units may NOT be rented at any time. I confirm that this is not a designated Affordable Unit.

Tenant and Unit Owner agree to abide by the terms of this Amendment to Lease:

\_\_\_\_\_  
Unit Owner

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Condominium Association Trustee  
Or Agent

\_\_\_\_\_  
Tenant

## STATEMENT OF CONDITION

This is a statement of the condition of the premises you have leased or rented. You should read it carefully in order to see if it is correct. If it is correct you must sign it. This will show that you agree that the list is correct and complete. If it is not correct, you must attach a separate signed list of any damage which you believe exists in the premises. This statement must be returned to the lessor or his agent within fifteen days after you receive this list or within fifteen days after you move in, whichever is later. If you do not return this list, within the specified time period, a court may later view your failure to return the list as your agreement that the list is complete and correct in any suit which you may bring to recover the security deposit.

Landlord: Díene Keita, as represented by Adam Yourell, Esq.

Tenant: Vicente Ferrer and Maria Mateo

Rental Premises: 121 Portland Street, Unit 801, Boston, MA

Landlord's Statement. The condition of the Rental Premises has been examined and is as follows: The furnishings listed on exhibit A to this agreement are all in excellent/new condition as are all fixtures and appliances in the Unit.

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Landlord or authorized agent

Date

Tenant's Statement. I have examined the condition of the Rental Premises and have reviewed the Statement Of Condition. I agree that the Statement of Condition is complete and accurate and I agree to it.

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Tenant

Date

Tenant

Date

# EXHIBIT A

## MASTER BEDROOM

Bed  
Large Dresser  
Nightstand (2)  
Lamps (2)  
Chair / Ottomon  
Standing Lamp  
Mirror  
Picture - Branch  
Picture - 3 Rocks  
Rug

## SMALL BEDROOM

Bed  
Nightstand  
Dresser  
Chair with Ottomon  
Lamp  
Stump - nghtstand  
Lamps (2)  
TV Stand  
TV  
Computer Desk / Chair  
Picture - Polka Dots  
Picture - Maple Tree

## Kitchen

Stools (3)  
Liquor Cabinet  
Desk / Chair  
Cabinet - 3 Draw  
Kitchen Table with 6 chairs

## Living Room

End table with Lamp  
Sectional Sofa  
Rug  
Coffee table - leather  
TV Stand / TV

Standing Lamps (2)  
Vase  
Coffee table  
Picture - Italian street scene  
Chairs (2)

# **Tenant Lead Law Notification**

## **What lead paint forms must owners of rental homes give to new tenants?**

Before renting a home built before 1978, the property owner and the new tenant must sign two copies of this **Tenant Lead Law Notification** and **Tenant Certification Form**, and the property owner must give the tenant one of the signed copies to keep. If any of the following forms exist for the unit, tenants must also be given a copy of them: lead inspection or risk assessment report, Letter of Compliance, or Letter of Interim Control. **This form is for compliance with both Massachusetts and federal lead notification requirements.**

## **What is lead poisoning and who is at risk of becoming lead poisoned?**

Lead poisoning is a disease. It is most dangerous for children under six years old. It can cause permanent harm to young children's brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavior problems. Young children are more easily and more seriously poisoned than others, but older children and adults can become lead poisoned too. Lead in the body of a pregnant woman can hurt her baby before birth and cause problems with the pregnancy. Adults who become lead poisoned can have problems having children, and can have high blood pressure, stomach problems, nerve problems, memory problems and muscle and joint pain.

## **How do children and adults become lead poisoned?**

Lead is often found in paint on the inside and outside of homes built before 1978. The lead paint in these homes causes almost all lead poisoning in young children. The main way children get lead poisoning is from swallowing lead paint dust and chips. Lead is so harmful that even a small amount can poison a child. Lead paint under layers of nonleaded paint can still poison children, especially when it is disturbed, such as through normal wear and tear and home repair work.

Lead paint dust and chips in the home most often come from peeling or chipping lead painted surfaces; lead paint on moving parts of windows or on window parts that are rubbed by moving parts; lead paint on surfaces that get bumped or walked on, such as floors, porches, stairs, and woodwork; and lead paint on surfaces that stick out which a child may be able to mouth such as window sills.

Most lead poisoning is caused by children's normal behavior of putting their hands or other things in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. A child can also get lead from other sources, such as soil and water, but these rarely cause lead poisoning by themselves. Lead can be found in soil near old, lead-painted homes. If children play in bare, leaded soil, or eat vegetables or fruits grown in such soil, or if leaded soil is tracked into the home from outside and gets on children's hands or toys, lead may enter their bodies. Most adult lead poisoning is caused by adults breathing in or swallowing lead dust at work, or, if they live in older homes with lead paint, through home repairs.

## **How can you find out if someone is lead poisoned?**

Most people who are lead poisoned do not have any special symptoms. The only way to find out if a child or adult is lead poisoned is to have his or her blood tested. Children in Massachusetts must be tested at least once a year from the time they are between nine months and one year old until they are four years old. Your doctor, other health care provider or Board of Health can do this. A lead poisoned child will need medical care. A home with lead paint must be deleaded for a lead poisoned child to get well.

### **What kind of homes are more likely to have lead paint?**

In 1978, the United States government banned lead from house paint. Lead paint can be found in all types of homes built before 1978: single-family and multi-family; homes in cities, suburbs or the countryside; private housing or state or federal public housing. The older the home, the more likely it is to have lead paint. The older the paint, the higher its lead content is likely to be.

### **Can regular home repairs cause lead poisoning?**

There is a danger of lead poisoning any time painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Special care must be taken whenever home repair work is done. No one should use power sanders, open flame torches, or heat guns to remove lead paint, since these methods create a lot of lead dust and fumes. Ask the owner of your home if a lead inspection has been done. The inspection report will tell you which surfaces have lead paint and need extra care in setting up for repair work, doing the repairs, and cleaning up afterwards. Temporarily move your family (especially children and pregnant women) out of the home while home repair work is being done and cleaned up. If this is not possible, tape up plastic sheets to completely seal off the area where the work is going on. No one should do repair work in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning happen each year from home repair work.

### **What can you do to prevent lead poisoning?**

- Talk to your child's doctor about lead.
- Have your child tested for lead at least once a year until he/she is four years old.
- Ask the owner if your home has been deleaded or call the state Childhood Lead Poisoning Prevention Program (CLPPP) at 1-800-532-9571, or your local Board of Health.
- Tell the owner if you have a new baby, or if a new child under six years old lives with you.
- If your home was deleaded, but has peeling paint, tell and write the owner. If he/she does not respond, call CLPPP or your local Board of Health.
- Make sure only safe methods are used to paint or make repairs to your home, and to clean up afterwards.
- If your home has not been deleaded, you can do some things to temporarily reduce the chances of your child becoming lead poisoned. You can clean your home regularly with paper towels and any household detergent and warm water to wipe up dust and loose paint chips. Rub hard to get rid of more lead. When you are done, put the dirty paper towels in a plastic bag and throw them out. The areas to clean most often are window wells, sills, and floors. Wash your child's hands often (especially before eating or sleeping) and wash your child's toys, bottles and pacifiers often. Make sure your child eats foods with lots of calcium and iron, and avoid foods and snacks that are high in fat. If you think your soil may have lead in it, have it tested. Use a door mat to help prevent dirt from getting into your home. Cover bare leaded dirt by planting grass or bushes, and use mats, bark mulch or other ground covers under swings and slides. Plant gardens away from old homes, or in pots using new soil. Remember, the only way to permanently lower the risk of your child getting lead poisoned is to have your home deleaded if it contains lead paint.

### **How do you find out where lead paint hazards may be in a home?**

The only way to know for sure is to have a lead inspection or risk assessment done. The lead inspector will test the surfaces of your home and give the landlord and you a written report that tells you where there is lead in amounts that are a hazard by state law. For interim control, a temporary way to have your home made safe from lead hazards, a risk assessor does a lead inspection plus a risk assessment. During a risk assessment, the home is checked for the most serious lead hazards, which must be fixed right away

The risk assessor would give the landlord and you a written report of the areas with too much lead and the serious lead hazards. Lead inspectors and risk assessors have been trained, licensed by the Department of Public Health, and have experience using the state-approved methods for testing for lead paint. These methods are use of a sodium sulfide solution, a portable x-ray fluorescence machine or lab tests of paint samples. You can get a list of licensed lead inspectors and risk assessors from CLPPP.

**In Massachusetts, what must the owner of a home built before 1978 do if a child under six years old lives there?**

An owner of a home in Massachusetts built before 1978 must have the home inspected for lead if a child under six years old lives there. If lead hazards are found, the home must be delead or brought under interim control. Only a licensed deleader may do high-risk deleading work, such as removing lead paint or repairing chipping and peeling lead paint. You can get a list of licensed deleaders from the state Department of Labor and Workforce Development. Deleaders are trained to use safe methods to prepare to work, do the deleading, and clean up. Either a deleader, the owner or someone who works for the owner who is not a licensed deleader can do certain other deleading and interim control work. Owners and workers must have special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor checks the home. He or she may take dust samples to test for lead, to make sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or Letter of Interim Control. After getting one of these letters, the owner must take care of the home and make sure there is no peeling paint.

**What is a Letter of Compliance?**

It is a legal letter under state law that says either that there are no lead paint hazards or that the home has been delead. The letter is signed and dated by a licensed lead inspector.

**What is a Letter of Interim Control?**

It is a legal letter under state law that says work necessary to make the home temporarily safe from serious lead hazards has been done. The letter is signed and dated by a licensed risk assessor. It is good for one year, but can be renewed for another year. The owner must fully delead the home and get a Letter of Compliance before the end of the second year.

**Where can I learn more about lead poisoning?**

Massachusetts Department of Public Health. Your local lead poisoning prevention program. Childhood Lead Poisoning Prevention Program (CLPPP) or your local Board of Health (For more copies of this form, as well as a full range of information on lead poisoning prevention, tenants' rights, U.S. Consumer Product Safety Commission and responsibilities under the MA Lead Law, how to (Information about lead in consumer products) clean lead dust and chips, healthy foods to protect your children 1-800-638-2772, financial help for owners, safe de-leading and renovation work, and soil testing.) U.S. Environmental Protection Agency, Region 1-617-753-8400, 1-800-532-9571 (Information about federal laws on lead) 617-565-3420.

Massachusetts Department of Labor and Workforce Development, National Lead Information Center (List of licensed deleaders) (General lead poisoning information) 617-969-7177, 1-800-425-0004, 1-800-LEAD-FYI





# Tenant Certification Form

## Required Federal Lead Warning Statement:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. The **Massachusetts Tenant Lead Law Notification and Certification Form** is for compliance with state and federal lead notification requirements.

## Owner's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☐ Owner/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the owner/lessor (check (i) or (ii) below):

(i) ☐ Owner/ Lessor has provided the tenant with all available records and reports pertaining to lead -based paint and/or lead-based paint hazards in the housing (circle documents below). Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance

(ii) ☐ Owner/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## Tenant's Acknowledgment (initial)

(c) \_\_\_\_\_ Tenant has received copies of all documents checked above.

(d) \_\_\_\_\_ Tenant has received no documents listed above.

(e) \_\_\_\_\_ Tenant has received the Massachusetts Tenant Lead Law Notification.

## Agent's Acknowledgment (initial)

(f) \_\_\_\_\_ Agent has informed the owner/lessor of the owner's/lessor's obligations under federal and state law for lead-based paint disclosure and notification and is aware of his/her responsibility to ensure compliance.

## Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

\_\_\_\_\_  
Owner/Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

## Owner/Managing Agent Information for Tenant (Please Print):

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
Apt.

