

Oldtown Board of Health
1147 Main Street, Basement, Oldtown, MA 00001
(508) 867-5309 ext. 007

105 CMR 410.000: Minimum Standards of Fitness for Human Habitation (State Sanitary Code, Chapter II)

Inspection Report

Date: October 5, 2022	Time: 9:00 a.m.	# Occupants: 1	# Children < 6: 0
Address: 41 Elm St., Oldtown	Unit #: N/A	City/Town: Oldtown	
Occupant Name: Betty Smith	Phone #: 774-443-0987		
Owner Name: Roberta Evans	Phone#: 508-500-6114		
Owner Address: 88 Chestnut St.	City/Town: Oldtown	Zip Code: 00001	
# Dwelling/ Rooming Units in Dwelling: 1	# Stories: 2	Floor Level of Unit: N/A	
# Sleeping Rooms: 3	# Habitable Rooms: 7		
Inspector: Jennifer Hall	Title: Health Inspector		

Area or Element	Violation	Section	✓ Condition Deemed to Endanger	Responsible Party	
				Owner	Occupant
Exterior, Yard & Porch	Rear porch structurally unsound	410.500	✓	✓	
	Maintenance of Area-rubbish	410.602		✓	
Common Areas & Entry	No violations observed				
Interior Halls & Stairs	No violations observed				
Bedroom 1	Windows broken	410.501		✓	
Bedroom 2	Windows broken	410.501		✓	
Bathroom	No hot water	410.190		✓	
Kitchen	2 stove burners not working	410.351		✓	
	No hot water	410.190		✓	
Living room and Dining Room	Broken windows in Living Room	410.501		✓	

Area or Element	Violation	Section	✓ Condition Deemed to Endanger	Responsible Party	
				Owner	Occupant
Basement	Heating system not working	410.351	✓		
Water	Source: ✓ Public Private				
	No hot water throughout dwelling	410.190	✓		
Heating	No heat throughout dwelling		✓		
Electrical	100 amp				
Drainage, Plumbing	✓ Public Private				
Smoke & CO Detectors	No violations observed				
Pests	No violations observed				

Referral: Electric Fire Plumbing Building Other

This inspection report is signed and certified under the pains and penalties of perjury.

Inspector Signature

Occupant or Occupant's Representative Signature

Tentative Reinspection Date: October 7, 2022

Time: 9:00 a.m.

NOTE: ✓ indicates that this housing inspection has revealed conditions which may endanger or materially impair the health, safety, and well-being of any person(s) occupying the premises

Description of Violation(s)

Rear porch support post rotted, corner of porch collapsing

Rubbish and old rusted pickup truck on rear of property

Broken windows in bedrooms and living room, panes of glass are shattered

No hot water in kitchen - measured 56⁰ F, no hot water in bathroom - measured 58⁰ F

Heating system not working, measurements taken: Kitchen 60⁰F, Bathroom 59⁰F, Bedroom 58⁰F

Kitchen stove provided by owner according to Ms. Smith has 2 burners not working

THE FOLLOWING IS A BRIEF SUMMARY OF SOME OF THE LEGAL REMEDIES TENANTS MAY USE IN ORDER TO GET HOUSING CODE VIOLATIONS CORRECTED

1. Rent Withholding (General Laws Chapter 239 Section 8A).

If Code Violations Are Not Being Corrected you may be entitled to hold back your rent payment. You can do this without being evicted if:

- A. You can prove that your dwelling unit or common areas contain violations which are serious enough to endanger or materially impair your health or safety and that your landlord knew an=about the violations before you were behind in your rent.
- B. You did not cause the violations and they can be repaired while you continue to live in the building.
- C. You are prepared to pay any portion of the rent into court if a judge orders you to pay for it. (for this it is best to put the rent money aside in a safe place.)

2. Repair and Deduct (General Laws Chapter 111 Section 127L).

This law *sometimes* allows you to use your rent money to make the repairs yourself. If your local code *enforcement agency certifies* that there are code violations which endanger or materially impair your health, safety or well-being and your landlord has received written notice of the violations, you may be able to use this remedy. If the owner fails to begin necessary repairs (or enter into a written contract to have them made) within five days after notice or to complete repairs within 14 days *after notice* you can use up to four months' rent in any year to make the repairs.

3. Retaliatory Rent Increases or Eviction Prohibited (General Laws Chapter 186, Section 18 and Chapter 239 Section 2A).

The owner may not increase your rent or evict you in retaliation for making a complaint to your local code enforcement agency about code violations. If the owner raises your rent or tries to evict within six months after you have made the complaint he or she will have to show a good reason for the increase or eviction which is unrelated to your complaint. You may be able to sue the landlord for damages if he or she tries this.

4. Rent Receivership (General Laws Chapter 111 Sections 127C-H).

The occupants and/or the board of health may petition the District or Superior Court to allow rent to be paid into court rather than to the owner. The court may then appoint a "receiver" who may spend as much of the rent money as is needed to correct the violation. The receiver is not subject to a spending limitation of four months' rent.

5. Search of Warranty of Habitability.

You may be entitled to sue your landlord to have all or some of your rent returned if your dwelling unit does not meet minimum standards of habitability.

6. Unfair and Deceptive Practices (General Laws Chapter 93A)

Renting an apartment with code violations is a violation of the consumer protection act and regulations for which you may sue an owner.

THE INFORMATION PRESENTED ABOVE IS ONLY A SUMMARY OF THE LAW, BEFORE YOU DECIDE TO WITHHOLD YOUR RENT OR TAKE ANY LEGAL ACTION. IT IS ADVISABLE THAT YOU CONSULT AN ATTORNEY, YOU SHOULD CONTACT THE NEAREST LEGAL SERVICES OFFICE WHICH IS:

(NAME) (TELEPHONE NUMBER)

(ADDRESS)

