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## *HOUSING SPECIALISTS IN THE HAMPDEN COUNTY HOUSING COURT*

*CARL E. CROTEAU, SR. \**

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The Housing Specialist Department comprises a unique arm of the Hampden County Housing Court. Its trained personnel, the housing specialists, work with landlords and tenants to “finance and resolve” problems involving “maintenance, repair and rehabilitation of dwelling units.”<sup>1</sup> The various aspects of this job include probation work, assisting in small claims and summary process cases, and client counseling.

The probation function requires the housing specialist to oversee and assist either the landlord or the tenant after a case is heard and to determine what dwelling repairs are needed. The housing specialist then works closely with the defendant to make sure that all assigned repairs are completed by his next scheduled court date. If necessary, he will set up dates upon which to meet the defendant at the dwelling to review the quality of the repairs and decide whether further work is needed. He may even help the defendant find tradesmen or contractors to do the necessary work.

The housing specialist then submits a progress report to the judge. If

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\*Chief Housing Specialist, Hampden County Housing Court, Springfield, Mass.

1. The broad outlines of this job are established by statute. See MASS. GEN. LAWS ANN. ch. 185C, § 16 (West Supp. 1978), which states in part:

All housing specialists shall be knowledgeable in the maintenance, repair and rehabilitation of dwelling units; the problems of landlord and tenant as they pertain to dwelling units; the types of funds and services available to assist landlords and tenants in the financing and resolution of such problems; the federal and state laws, rules and regulations pertaining to the maintenance, repair and rehabilitation of such units; and the financing and resolution of such problems.

he feels that the defendant is making reasonable progress in completing the repairs, he will ask for a continuance. However, if he feels the defendant is not making reasonable progress, the housing specialist will report the facts to the judge, who then takes appropriate action. If a defendant claims indigency, the housing specialist helps him fill out a confidential financial statement which the judge reviews. Any questionable aspect of the statement is confirmed by the housing specialist.

The specialist also assists in small claims and summary process cases by taking financial statements and setting payment schedules. Further, he may be assigned a case to determine whether grounds exist that support rent withholding. In the usual case the tenant claims code violations exist and the landlord counters that conditions arise from tenant waste. The housing specialist views the apartment and reports his findings to the judge. The specialist may also be assigned to a small claim case involving consumer and contractor. In such cases the consumer typically claims the contractor has done poor or incomplete work and the contractor typically denies these charges. The housing specialist may view the property and submit a written determination to the judge.

The housing specialist also is required to counsel those tenants placed under his supervision. Many violations under the code can be tenant-related, especially since tenants often are chronic violators and can be traced from one rental unit to another. The housing specialist instructs the tenant how to correct the violation and prevent its recurrence. The housing specialist may meet the defendant weekly at the court to discuss his or her progress, or he may visit the home to examine the progress first-hand. This counseling function seeks to "educate" each tenant to recognize that the codes apply to him or her, and to respect the property of others.

The housing specialist also acts as the eyes and ears of the judge. In cases in which both parties agree that an inspection of the property will be helpful, the housing specialist will take pictures of existing conditions. These photographs provide the judge with first-hand visual information that complements the housing specialist's oral or written report.

The work of the housing specialist is coordinated with municipal and state officials whose functions may touch on housing problems. For example, he may meet with welfare department personnel to expedite payment of rent arrearage. Housing specialists also help arrange temporary emergency housing for families who were displaced through no fault of their own, by unfortunate circumstances, such as fire, and help

in the relocation of families whose units were condemned.<sup>2</sup> In addition, the housing specialists meet with code enforcement officials throughout the county to instruct them on code enforcement progress, court procedures and various programs and services available throughout the county.

The personal qualities of the housing specialist are most important. He or she should not harbor either a landlord or a tenant bias. The prospective housing specialist also should be thoroughly scrutinized for hidden prejudices, for the job involves constant contact with racial minorities, the poor, the handicapped, and the mentally ill, all of whom can be either landlord or tenant. The housing specialist must be fair at all times. While it is frustrating to see families living in units infested with roaches and rodents, containing faulty plumbing and electrical wiring or other serious code violations, it can be just as frustrating to see a landlord who has spent his money and perhaps a lifetime of work in keeping his property in good condition only to have it destroyed through tenant neglect or neighborhood vandalism.

The Housing Specialist Department is not a panacea to the court, nor is the court a panacea to the housing problems in the county. No matter how small or large the problem brought before the Housing Court, however, it is a rewarding feeling to reach an appropriate, satisfactory conclusion.<sup>3</sup>

### *HYPOTHETICAL CASE*

This case illustrates a large city urban block that has been allowed to deteriorate over many years due to absentee ownership and the lack of funds to make repairs.

### *FACTS OF THE CASE*

These buildings are located in the heart of Springfield, Massachusetts, an urban center with a population of 175,000 persons, including large black and Spanish minority populations. The brick buildings, which are fifty to sixty years old, consist of 101 apartments located on four separate streets. The buildings are heated by oil. The owner of the block

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2. See Appendix A for Questionnaire for Relocation Assistance.

3. Mutual agreements between the parties are fostered by the assistance of the Housing Specialist Department. See Appendix B for Agreement of the Parties and Appendix C for Agreement to Continue Tenancy.

is a partnership consisting of four individuals who reside outside of the Commonwealth. All of the apartments were maintained by one resident manager who also is the janitor on a part-time basis. Rents range from \$80.00 to \$100.00 per month, with heat and hot water furnished by the tenants. The buildings are primarily occupied by Spanish-speaking people who are, in most cases, recent immigrants from Puerto Rico.

The Springfield Housing Department had dealt with these units on innumerable prior occasions: the owners had been cited for a number of violations. Since its inception in 1973, the housing court has been besieged with complaints by residents of these apartments. The court ultimately ordered the Housing Department to conduct a systematic inspection of all of the units. This inspection took four weeks to complete and resulted in a report of violations that exceeded twenty pages in length. The owners would have had to make a substantial outlay of funds to bring the buildings into compliance with the codes.

### *ACTION OF THE COURT*

After ordering the systematic inspection, the court sought to gain compliance with the orders issued by the Housing Department. Community groups were contacted to inform the tenants (most of whom did not speak English) of the efforts being made to rehabilitate the buildings. This was done on a door-to-door basis. Bilingual letters requesting cooperation from the tenants also were delivered. When the buildings' heating systems failed during the winter of 1974-75, representatives of the city were asked to provide emergency relief. At the time there was no emergency housing available. The city permitted the tenants to sleep in a school gymnasium while the heat was being restored. The Fire Department and Police Department were assigned to watch the building on a twenty-four-hour basis to prevent vandalism or arson.

It became apparent that the owners lacked sufficient money to correct the violations since the heavy expense incurred in replacing the heating systems had depleted cash resources. Efforts were made through the Housing Specialist Department to correct the most severe violations, but progress was slow. Because of the age and long-standing deterioration of the buildings, two new violations replaced each violation that was corrected. Because of the large amount of time that the case was taking, a special master was appointed. In addition, the housing court decided that as soon as apartments were vacated, they would not be rerented until violations were corrected.

After numerous meetings and hearings the master concluded that the buildings were beyond rehabilitation and that the owners were without resources to complete repairs. The court ordered all of the buildings

condemned and assigned the case to the local Redevelopment Agency for relocation of all the tenants.

Concurrently, the Redevelopment Agency was appointed as a receiver for the buildings and a schedule of minimal rental payments was established with the tenants to ensure that there would be enough funds to keep heat in the buildings until all the tenants could be relocated. When the tenants were relocated the buildings were to be secured, and it was presumed that the banks holding the mortgage would foreclose. At the present time all but twenty of the families have been relocated, three of the buildings are completely vacant, and it appears they will either be repossessed by the bank or demolished by the city. The owners have filed for insolvency.

### *ACTION OF THE HOUSING SPECIALIST DEPARTMENT*

The Court's Housing Specialist Department acted throughout these proceedings to assist the owners in correcting the violations and in exploring with them any available resources for rehabilitation money. The housing specialist also acted as a liason with the city in coordinating the affirmative action of the community groups that were assisting the tenants who could not speak English, the relocation authorities, and the other agencies that were assigned to deal with the problem. The housing specialist also monitored the buildings on a weekly basis to immediately detect and correct emergency health-endangering problems.

This particular case indicates how a housing dispute in reality encompasses more than simply landlords and tenants. In short, although theoretically a branch of the *judicial* system, the housing specialist became the primary agent in assuring that all rehabilitation avenues were utilized and that constant communication existed between the court and all affected groups. The specialist plays a unique role in enforcing and monitoring resolution of housing problems.

In my five years as Chief Housing Specialist, the Housing Specialist Department has handled hundreds of the many housing problems of the county that were brought before this court. Cases have involved such problems as the emergency relocation of tenants burned out of their homes, monitoring repairs of many housing units, establishing court receiverships to carry the buildings through the winter months in order to keep the housing stock from dwindling, settling disputes between landlords and tenants, arranging payment schedules, and assisting tenants and owners in filing pro-se complaints.

I believe the most important function of the department is the personal relationship between housing specialists, landlords and tenants. Without this type of relationship, the arm of this court becomes ineffective.

**APPENDIX A**

**QUESTIONNAIRE FOR RELOCATION ASSISTANCE**

DATE \_\_\_\_\_

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ APT. # \_\_\_\_\_

CITY \_\_\_\_\_ TELEPHONE \_\_\_\_\_

**NAMES AND AGES OF ALL CHILDREN AND NAMES OF ALL ADULTS LIVING IN THE PRESENT UNIT.**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**WHAT SCHOOLS ARE THE CHILDREN ATTENDING?** \_\_\_\_\_

\_\_\_\_\_

**WHERE HAVE YOU LOOKED?** \_\_\_\_\_

\_\_\_\_\_

**HAVE YOU HAD CONTACT WITH THE SPRINGFIELD REDEVELOPMENT AUTHORITY, ANY RENTAL AGENCY, OR ANY INDIVIDUAL LANDLORD?**

\_\_\_\_\_

**IF SO, WHO AND WHEN?** \_\_\_\_\_

\_\_\_\_\_

**HAVE YOU REFUSED ANY UNIT?** \_\_\_\_\_

**IF SO, WHY?** \_\_\_\_\_

\_\_\_\_\_

**WHAT IS THE EARLIEST DATE YOU CAN MOVE?** \_\_\_\_\_

**COMMENTS**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX B**

THE TRIAL COURT OF THE COMMONWEALTH  
HOUSING COURT DEPARTMENT  
HAMPDEN COUNTY DIVISION  
HOUSING SPECIALIST DEPARTMENT  
37 Elm Street, Springfield, Mass. 01103

Date: \_\_\_\_\_ Docket Number: \_\_\_\_\_

**AGREEMENT OF THE PARTIES**

\_\_\_\_\_ Vs \_\_\_\_\_

At the request of Judge Peck, \_\_\_\_\_ Housing Specialist lent assistance to the above parties in reaching the agreement outlined below.

**AGREEMENT TO PAY:**

Judgement for the Plaintiff in the amount of \$ \_\_\_\_\_ plus

Court Costs of \$ \_\_\_\_\_. Total amount due \$ \_\_\_\_\_.

Payments at the rate of \$ \_\_\_\_\_ each beginning on \_\_\_\_\_

AND due on or before \_\_\_\_\_ of each and every \_\_\_\_\_

thereafter until the amount of the judgement and court costs are paid in full.

DOCKET # \_\_\_\_\_ TO APPEAR ON ALL CHECKS.

Checks/Money Orders to be payable to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the defendant defaults on payments, the plaintiff will be free to request the execution. If all payments are made as scheduled, the plaintiff will return the execution to the court marked satisfied.

THIS IS A COURT ORDER/VOLUNTARY AGREEMENT.

ASSENTED TO BY THE PARTIES:

\_\_\_\_\_ (defendant)

\_\_\_\_\_ (plaintiff)

\_\_\_\_\_ (witness) \_\_\_\_\_

Housing Specialist

Copies to all parties  
Housing Specialist Dept.  
Case file



*APPENDIX C*

Judge  
EDWARD C. PECK, JR.

Clerk  
JERROLD B. WINER

HOUSING COURT OF HAMPDEN COUNTY  
1600 East Columbus Avenue  
Springfield, Massachusetts 01103  
Tel. 781-8100

*AGREEMENT TO CONTINUE TENANCY*

Date: \_\_\_\_\_ Docket No. \_\_\_\_\_

\_\_\_\_\_ VS \_\_\_\_\_  
(Plaintiff) (Defendant)

To: Social Worker: \_\_\_\_\_  
Department of Public Welfare  
This is to advise that:

\_\_\_\_\_ Defendant(s)  
appeared in the Hampden County Housing Court on \_\_\_\_\_  
in response to an eviction notice for non-payment for rent.

The Plaintiff \_\_\_\_\_  
is willing to guarantee continued occupancy to the tenant, if a rent arrearage payment in the  
amount of \$ \_\_\_\_\_ is made in accordance with Welfare Department policy.  
If payment is made, the summary process proceedings will be dismissed in return for the  
payment. While awaiting the decision on this request for arrearage payment, present rent  
payments must be made when due.

It is in consideration of these facts the Housing Court requests that a hardship claim be  
initiated for the above tenant.

Both Plaintiff and Defendant(s) have agreed to this request, as indicated by their  
signatures below.

Plaintiff \_\_\_\_\_

Defendant \_\_\_\_\_

\_\_\_\_\_  
Edward C. Peck, Jr., Justice

Please indicate your action on the line below:

Approved ( ) Denied ( )

Authorized signature \_\_\_\_\_

IT IS ABSOLUTELY NECESSARY THAT YOU FURNISH WRITTEN CON-  
FIRMATION OR DENIAL OF THIS HARDSHIP CLAIM TO \_\_\_\_\_  
HOUSING SPECIALIST, WITHIN SEVEN (7) OF THE ABOVE DATE.