



40B Primary Residency Violation Policy

The Affordable Housing Deed Rider, Section 2 “Owner-Occupancy/Principal Residence”, states that:

“The Property shall be occupied and used by the Owner’s household exclusively as his, her or their principal residence. Any use of the Property or activity thereon which is inconsistent with such exclusive residential use is expressly prohibited.”

Upon receiving information that a homeowner of an affordable home is not residing in the affordable property as their primary residence, CHAPA will undertake the following steps, as necessary.

1. CHAPA will contact the homeowner via certified mail at the property address. The letter will inform the homeowner that it has come to CHAPA’s attention that they may not be living in the home and that this is a violation of the deed rider. It will direct the homeowner to contact CHAPA within 3 weeks to discuss the allegations.
2. If the letter is returned undeliverable or no call is received, CHAPA will send a second letter to the owner or current resident, with a copy to the Municipality, with similar language.
3. If the homeowner follows up, CHAPA will have a conversation with the homeowner regarding the allegations to determine if they are true.
 - a. If the homeowner contends that they live in the home as their primary residence, CHAPA may require documentation of this fact, such as voting records, utility payments and/or notarized statements.
 - b. If the homeowner admits that they do not live in the home as their primary residence, CHAPA will send them a certified letter informing them that they must either move back into the home or sell the home to an income-eligible purchaser as required by the Deed Rider. CHAPA will assist the homeowner in selling the home if this is the chosen option.
 - c. In addition, if the homeowner has been renting out the home, CHAPA will contact the Town to inform them that according to the Deed Rider, Section 3, “Restrictions Against Leasing, Refinancing and Junior Encumbrances”, “Any rents, profits, or proceeds from any transaction...which transaction has not received the requisite written consent of the Monitoring Agent shall be paid upon demand by Owner to the Municipality for deposit to its Affordable Housing Fund. The Monitoring Agent or Municipality may institute proceedings to recover such rents, profits or proceeds, and costs of collection, including attorneys’ fees. Upon recovery, after payment of

costs, the balance shall be paid to the Municipality for deposit to its Affordable Housing Fund.” CHAPA will allow the Municipality to conduct any legal proceedings to recover any profits from the homeowner in violation of the Deed Rider.

4. If no follow-up is received, CHAPA will send a certified letter to the Municipality. This letter will outline the Municipality’s rights under the deed rider in case of a violation of the terms, as described in Section 11 “Enforcement”. CHAPA will cooperate fully with the Municipality in their efforts to enforce the terms of the Deed Rider.
5. In addition, CHAPA may, but shall not be obligated to, do any of the following:
 - a. Contact the homeowner by phone or email if that information is available.
 - b. Do a search on the Registry of Deeds for any transactions that may have occurred involving the property or the homeowner.
 - c. Conduct correspondence with neighbors or other interested parties who may have information on the status of the residency of the homeowner.

If a Homeowner who is not residing in the home wishes to rent out their home, they will be referred to CHAPA’s 40 Rental Policy.

For more information or questions contact:

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