

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT  
HOUSING COURT DEPARTMENT  
CITY OF BOSTON  
CIVIL ACTION NO:

\_\_\_\_\_ )  
 ATTORNEY GENERAL FOR THE )  
 COMMONWEALTH OF MASSACHUSETTS, )  
 Petitioner )  
 vs. )  
 GEORGIA F. KHOURI, as owner of real property )  
 located at 171 Hamilton Street, Dorchester, MA, )  
 Respondent )  
 \_\_\_\_\_ )

**PETITION TO ENFORCE THE STATE SANITARY CODE AND  
FOR APPOINTMENT OF A RECEIVER**

This is the petition by Thomas F. Reilly, Attorney General for the Commonwealth of Massachusetts (“Attorney General”), seeking enforcement of the State Sanitary Code provisions (“the Code”). The Attorney General asserts that the property owned by respondent has numerous long-standing Code violations which pose a serious risk to the health, safety and well-being of abutters and residents of the community.

**Jurisdiction**

1. The jurisdiction of this court is founded upon the general equitable powers of G.L. c. 111, §127I and c. 185C, §3.
2. The petitioner, the Attorney General for the Commonwealth of Massachusetts, is a public official under the constitution and laws of the Commonwealth of Massachusetts.
3. Respondent Georgia F. Khouri is the owner of the premises known as 171 Hamilton Street, Dorchester, Massachusetts (“the Property”). Respondent’s address of record is

66 Mora Street, Dorchester, Massachusetts 02124.

**Factual Allegations**

1. The Property is multifamily residential dwelling located at 171 Hamilton Street, Dorchester, Massachusetts.
2. The defective conditions on the Property which existed and continue to exist, include, but are not limited to: fire hazards at the property, broken and boarded windows, unsafe structural conditions of the house itself, graffiti, loitering by trespassers, and criminal activity on the unsecured property.
3. The possibility of vandalism, trespass and other illegal activities poses a significant risk that the Property will be destroyed beyond repair without this court's intervention
4. Several of the above-referenced violations were brought to the attention of the Respondent by certified mail dated June 25, 1998. (See Exhibit A). The Respondent refused to accept service of this certified letter, and diligent efforts were made thereafter by the Attorney General to serve Respondent at her address of record. Copies of the letter attached hereto as Exhibit A were left at Respondent's address of record on December 12, 1998 and again on February 3, 1999. Another mailing (See Exhibit B) was delivered to respondent at her address of record by certified mail and regular mail, notifying respondent of the Attorney General's intention to file a Petition To Enforce The State Sanitary Code and for Appointment of a Receiver unless satisfactory steps were taken to remedy the code violations. Neither the certified letter nor the letter sent by regular mail on March 23, 1999 has been returned by the Post Office.
5. The Respondent has failed to respond to this mailing or personal service of the

letter, and has given no indication that she is capable of undertaking the financial obligations required to repair the property which are required to bring the Property into compliance with the Building and Sanitary Codes.

6. The Respondent's failure or inability to repair the Property poses an immediate danger to the health, safety and well-being of the abutters and general public.

**RELIEF REQUESTED**

**WHEREFORE**, the Attorney General respectfully requests this court to:

1. Schedule a hearing for the appointment of a receiver for the 171 Hamilton Street Property and to shorten the amount of time for notice of this hearing to the Respondent, should he choose to appear;
2. Appoint a receiver for the 171 Hamilton Street Property pursuant the Court's general equitable powers and G.L. c. 111, § 127I;
3. Approve a plan for the maintenance and repairs of the 171 Hamilton Street Property by the appointed receiver;
4. Order the 171 Hamilton Street Property secured, repaired and brought into conformity with the Sanitary and Health Code and other applicable codes and ordinances forthwith pursuant to the approved plan by the appointed receiver;
5. Grant such additional relief as the court deems just and proper.

Respectfully submitted,  
THOMAS F. REILLY  
ATTORNEY GENERAL

By his Attorney

Matthew Q. Berge (BBO# 560319)  
Assistant Attorney General/Trial Division  
200 Portland Street  
Boston, MA 02114  
(617) 727-2200 ext. 3350

DATED: April 26, 1999

RELIEF REQUESTED

WHEREFORE, the Attorney General respectfully requests this court to:

1. Grant a writ of mandamus to compel the Respondent to maintain the Respondent's office in the City of Boston and to maintain the Respondent's office in the City of Boston.
2. Appoint a receiver for the 171 Hamilton Street Property pursuant to the Court's general equitable powers and G.L. c. 111, § 127E.
3. Approve a plan for the maintenance and repairs of the 171 Hamilton Street Property by the appointed receiver.
4. Order the 171 Hamilton Street Property leased, repaired and brought into conformity with the Sanitary and Health Code and other applicable codes and ordinances in full with payment to the appointed receiver.
5. Grant such additional relief as the court deems just and proper.

Respectfully submitted,  
THOMAS F. RIELLY  
ATTORNEY GENERAL

By his Attorney

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT  
HOUSING COURT DEPARTMENT  
CITY OF BOSTON  
CIVIL ACTION NO: 00463

\_\_\_\_\_ )  
 ATTORNEY GENERAL FOR THE )  
 COMMONWEALTH OF MASSACHUSETTS, )  
 Petitioner )  
 vs. )  
 GEORGIA F. KHOURI, as owner of real property )  
 located at 171 Hamilton Street, Dorchester, MA, )  
 Respondent )  
 \_\_\_\_\_ )

**PROPOSED FORM OF ORDER ON THE PETITION TO ENFORCE THE STATE  
SANITARY CODE AND FOR APPOINTMENT OF A RECEIVER**

1. **Introduction:** Pursuant to G.L. c. 111 §127I and the general equity powers of this Court, following a hearing on January 28, 2000, the Court hereby finds with respect to the Property located at 171 Hamilton Street, Dorchester, Massachusetts (the "Property"):
2. **Parties:** The Petitioner in this action, Thomas F. Reilly, Attorney General for the Commonwealth of Massachusetts, is a public official under the constitution and laws of the Commonwealth of Massachusetts. The Respondent, Georgia Khoury, is the absentee-owner of the Property whose addresses of record 66 Mora Street, Dorchester, MA.
3. **Procedural Posture:** The Property is an abandoned and unsecured, multifamily dwelling which fails to meet the minimum standards of decency for human habitation. By certified letter dated December 8, 1998, the Petitioner placed the Respondent on 30-day notice of its intention to seek enforcement of the State Sanitary Code ("Code") and that it may petition the Housing Court for appointment of a receiver. To date, the Respondent has given no indication that she intends to undertake or is capable of undertaking the repairs required to bring the Property into compliance with the Building and State Sanitary Codes.

On April 28, 1999, the Petitioner filed its Petition and a Motion for Alternative Service of Process. Both motions were allowed by the Court. On April 30, 1999 the Petitioner provided the Respondent with notice of the hearing on the Petition by hand, and on May 27, 1999 the Petitioner provided notice to

respondent that the hearing would be carried until June 10, 1999, via regular mail and certified mail, return receipt request. On June 4, 1999, the Petitioner served the two lien holders, Bank Boston and the City of Boston's Project Pride, with copies of the foregoing Petition and notice of the June 10, 1999 hearing. On \_\_\_\_\_, following a hearing on the merits, Justice \_\_\_\_\_ granted the Petition which included the Petitioner's request to reappoint **Jonathan Kaye** as receiver of the Property.

**4. Description and Condition of the Premises**

The Property is an unoccupied multi family dwelling. It has numerous long standing Code violations which pose a serious risk to the health, safety and well being of abutters and residents of the community. The defective conditions in the Property which have recently existed and/or continue to exist, include but are not limited to: broken and/or missing doors, broken and/or missing windows, unsafe and dangerous exterior stairs, unsecured dwelling, rubbish and other litter.

The present abandoned state of the Property creates a high risk of vandalism, trespass, fire damage and personal injury to abutters and residents of the community. The overgrowth of trees and bushes and general state of the property has made it conducive to criminal activity. As the Property continues to deteriorate and create greater risks to the general public, there is also a significant risk that it will be destroyed beyond repair without the intervention of this court.

**THEREFORE**, following a hearing held on January 28, 2000, the Court hereby orders as follows:

5. **Receiver Jonathan Kaye** is hereby reappointed Receiver of the Property ("Receiver"). This appointment is effective upon the signing of this Order, and will last 180 (ONE HUNDRED AND EIGHTY) days. Depending upon circumstances that may prevail in the future, this appointment and the terms thereof, as set forth below, are subject to review at the request of any party to these proceedings, at the initiative of the Housing Specialist Department, or by order of the Court.
6. **Authority and Duties of Receiver** The authority and duties of the Receiver shall be as follows:
  - (a) To employ companies, persons or agents to perform its duties hereunder.
  - (b) To deposit all amounts received on account of the Property into a separate account under the control of the Receiver.

- (c) The Receiver shall file with the Court and serve upon all parties an inspection report of property within ten (10) days of the effective date of this receivership, providing a list of all emergency repairs required on the Property. For purposes of this section, "Emergency Repair": shall refer to those repairs which are immediately necessary to secure the property and correct these violations which pose an immediate risk to health, safety and well being of abutters and residents of the community where the Property is located.

If the Property becomes occupied in the future, "Emergency Repairs" shall then include to the Housing Specialist, whose determination shall be binding on the parties, unless modified by the Court upon motion by any affected person.

- (d) The Receiver shall file with the Court and serve upon all parties a report of an inspection of the property within twenty-one (21) days of the effective date of this receivership, providing a unit by unit and common area list of conditions which require repair in order to correct violations of the Sanitary, fire safety, electrical, building and plumbing codes existing at the Property.

- (e) To disburse funds received by the Receiver on account of the Property as follows, in the following order of priority:

**First** to reimburse the Receiver for its actual out-of-pocket expenses incurred in its capacity as Receiver, including without limitation its reasonable legal fees, its allocable overhead and labor costs, its cost of incorporation, its costs of negotiation of the terms of this receivership and costs of liability insurance ("Receiver Out-Of-Pocket Expenses")

**Second** to secure vacant units of the Property;

**Third** to make "Emergency Repairs" to the Property as defined above;

**Fourth** to make repairs, or conditions which violate the State Sanitary, fire safety, electrical and building codes or ordinances, but which do not rise to the level of "Emergency Repairs" as defined above.

**Fifth** to make payments, to the extent possible, towards any unpaid taxes, assessments, penalties or interest.

**Sixth** to make payments, to the extent possible, to any payments due any mortgagee or lienor of record.

(f) The Receiver shall file with the Court and serve upon all parties within 60 (SIXTY) days of the effective date of this receivership, a report setting forth all expenses and disbursements of the Receivership, with attached receipts, and an accounting of all funds received by the Receiver during the period covered by such report.

(g) After the filing of the initial report described in subsection (f), the Receiver shall file with the Court and serve upon all parties every eight weeks thereafter, an updated report setting forth all expenses and disbursements of the Receivership, with attached receipts, and an accounting of all such a report. If the Property becomes occupied in the future, the report shall also include a list of all tenants residing at the Property, together with a list of current rental amounts and the status rental payments to date.

The Receiver shall serve upon the Respondent, in a timely manner, copies of all reports, notices and other documents which are required of the Receiver under the terms of this Order.

(h) The Receiver may rent vacant apartments in current compliance with the State Sanitary Code, and may repair vacant units so as to bring them in compliance with the Code. The Receiver is encouraged to rent vacant units wherever possible, so as to minimize the vacancy rate for the Property, and the related security risk associated with the vacant units. Policies regarding the first month's rent, last month's rent and security deposit for new tenancies shall be left to the discretion of the Receiver.

(i) Should the Property become occupied, the Receiver may collect and receive all rental revenues due from tenants or occupants of the Property as an agent of the Court on or after the first rental period following the effective date of this Order. It shall be the responsibility of the Receiver under this paragraph to account for all receipts according to the standards set forth in subparagraph 6(f). The Receiver shall not be authorized to raise rents, once set, without leave of Court.

7. **Rental Payments and Evictions**

- (a) The Receiver may set the initial rent(s) at fair market value.
- (b) All rents shall be paid to the Receiver.

(c) **Evictions for Non payment of Rent**

- i) In the event the Property becomes occupied during the period of the Receivership, the Receiver shall notify the Court of the name of any tenants who fail to pay rent after the effective date of the tenancy. Upon receipt of such notice, the Court may schedule a hearing to afford the tenant an opportunity to be heard and to provide a determination of the amount of rent owed by the tenant consistent with the condition of the premises.
- ii) Evictions for non-payment of rent shall be governed by the Uniform Summary Process Rules, and G.L. c. 186 and 239.
- iii) Eviction notices shall (A) explain that an interpreter will be provided, upon request, if the tenant so requires; (B) explain that the tenant may call Greater Boston Legal Services, 197 Friend Street, Boston, Massachusetts (617) 371-1234 for advice on legal rights; and (C) invite the tenant to meet with the Receiver informally to discuss reaching a mutually satisfactory agreement without the necessity of a court hearing.
- iv) Upon request by the tenant, the parties shall attempt to resolve the dispute prior to the hearing through mediation.

(d) **Evictions for Cause** In the event the Property becomes occupied, the Receiver is granted the right to bring evictions for cause. The Receiver will not be granted the right to terminate tenancies-at-will without cause, or bring summary process actions without cause.

8. **Bond and Inventory** The Receiver shall not be required to file a bond, nor shall the Receiver be required to file an inventory, list of encumbrances, list of creditors or any other report required to be filed by Rule 66 of the Massachusetts Rules of Civil Procedure, except as otherwise specifically provided herein.
9. **Claims against Receiver** Except as provided in Paragraph 10 of this Order, any residents or occupants of the Property, whether past or future, may not seek money damages from any funds administered by the Receiver. All residents or occupants of the Property retain any and all rights under statutes or common law to proceed against the Respondent, or any other appropriate party, other than the Receiver, and/or their agents or employees for money or other damages for claims rising out of the occupancy of the Property, including any damages that may be incurred or claims that may arise while the Property is under the receivership.

10. **Liability and Agency**

(a) As set forth in G.L. c. 111 §127I (as amended), the Receiver or its agents or employees shall be immune from suits for negligence in the performance of their duties herein stated, except to the extent of assets of the receivership.

(b) without limited the generality of the foregoing,

i) The Receiver shall have no responsibility whatsoever to make any repairs or remedy any Code violations or make any advance whatsoever on account of the Property except from the revenues received in its capacity as Receiver of the Property, and except as approved by the Court.

ii) Should the Property become occupied, the Receiver shall maintain insurance to cover such violations and risks as may be customarily included in standard insurance policies for multifamily dwellings. Beyond the actual payments made by the insurer under an insurance policy, the Receiver shall not be liable in contract, tort, or criminally to any tenant or to any governmental agency on account of the condition of the Property, any Code violation or otherwise, except for gross negligence or willful, wanton or reckless acts or omissions.

iii) Neither the Receiver nor its agents or employees shall have personal liability whatsoever in contract or otherwise to any creditor of the Property for actions taken within the scope of the receivership, except for gross negligence or willful, wanton or reckless acts or omissions.

iv) The Receiver may purchase liability insurance for all risks, including but not limited to gross negligence or willful, wanton, or reckless acts or omissions and such insurance may be charged to the expenses of the receivership, and shall be given first priority under paragraph 6(e) of this Order.

11. **Right to Resign** The Receiver shall have the right to resign at any time by giving seven (7) days written notice to the Court and to the parties. The Receiver's notice of resignation shall include an accounting of all funds received and disbursed during its term as Receiver and, if the Property is occupied, a copy of any rent roll and rental history the Receiver has compiled. Such resignation shall be effective on the date specified in such notice, provided that the Court may require the Receiver to take such actions after the date specified if the Court determines that such

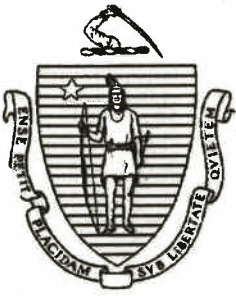
actions are required to protect the health or safety of any occupants and that the Receiver has the capacity to perform such functions consistent with the terms of this Order. Unless otherwise ordered, on the effective date of such resignation, the Receiver shall assign any and all amounts received pursuant to the receivership to the Court or to a successor receiver.

12. **Priority Liens and Mortgages** The Receiver may expend its own funds or borrow funds in the event that it believes there are insufficient funds being generated to prevent destruction, waste or loss of the Property or to address conditions which may materially endanger the health or safety of tenants, occupants, abutters and/or community residents. In order to secure payment of any costs incurred and repayment of any loans for repair, operation, maintenance or management of the Property, the Receiver shall have a priority lien on the Property under the “super-priority” provision of G.L. c. 111 § 127I (as amended), fourth paragraph or under the Court’s powers at common law. See, Turner v. State Wharf & Storage Co., 263 Mass. 92, 97 (1928) (priority lien over first mortgage permitted to prevent destruction, waste or loss). Said priority lien shall become effective upon the recording of this Order in the registry for the county in which the Property is located.
13. **Notice to Creditors** The Petitioner shall send a copy of this Order to all mortgages and lien holders of record, if any, a list of which is to be provided to the Petitioner by the Respondent.
14. **Sale of the Properties** The Property shall not be sold, encumbered or placed under contract for sale without the prior leave of the Court.
15. **Duties of the Respondent** Within 48 hours of the signing of this Order, the Respondent shall transfer to the Receiver the right to obtain all keys to the apartments and common areas of the premises and its rent roll for all apartments at the Property. The Respondent shall provide the Receiver with reasonable advance notice prior to entering any part of the Property. Within seven (7) days of the signing of this Order, the Respondent shall provide to the Receiver copies of all documents necessary to manage and maintain the property and shall provide the following information:
  - (a) Mortgages and Liens: the name and address of all mortgages and lien holders of record; the amount of the liens or mortgages.
  - (b) Insurance: the name, address, and telephone number of all insurance companies and their agents providing insurance coverage for the Property; the amount and type of coverage; the amount and due dates of premiums.
  - (c) Utilities: the amount of the most recent water, sewer, gas and electric bills; the amount of any outstanding balance; and the dates and amounts of the last

- payment.
- (d) Real Estate Tax: the amount of the most recent real estate tax bill; the amount of any outstanding balance; the date and amount of the last payment.
  - (e) Contracts: copies of all warranties for prior work done, service contracts for ongoing maintenance (e.g., for extermination) and all contracts or bids for repairs.
  - (f) Other: all information relevant to any outstanding expenses relating to the Property
16. **Further Court Orders** The Petitioner, the Respondent, the Receiver and other interested parties shall have the right to request from the Court, by motion and with advance notice, further orders consistent with G.L. c. 111 §127I, common law, or the terms of this Order. In the event of emergencies, service of motions to parties on this action by facsimile transmission shall be acceptable.
17. **Review by Court** The foregoing Order shall remain in effect for one hundred and eighty (180) days. The Receiver and all other affected parties shall report on the Receiver's progress to the Court on \_\_\_\_\_ at \_\_\_\_\_ clock a.m./p.m.
18. **Effective Date** This Receivership shall take effect on \_\_\_\_\_.

So entered on this \_\_\_\_\_, 2000.

\_\_\_\_\_  
 Boston Housing Court  
 Judge



MARTHA COAKLEY  
ATTORNEY GENERAL

THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL  
ONE ASHBURTON PLACE  
BOSTON, MASSACHUSETTS 02108

(617) 727-2200  
(617) 727-4765 TTY  
www.mass.gov/ago

June \_\_, 2008

[Receiver's Name and  
Address]

RE: Attorney General, Petitioner, v. [Name], Respondent  
Superior Court Housing Court Department (Boston)  
Civil Action No. \_\_\_\_\_

Dear [Receiver]:

We enclose a copy of the Order to Enforce the Sanitary Code and for Appointment of a Receiver to [property]. This Order was filed with the Registry of Deeds on June 1, 2008. Please note that, pursuant to that Order, the following tasks must be completed by the Receiver on the date set by the Order:

July 31, 2008: The receiver must file with the Court and serve upon all parties a report setting forth all expenses and disbursements of the Receivership, with attached receipts, and an accounting of all funds received by the Receiver during the period covered by the report;

September 11, 2008: The Receiver must file and serve upon all parties, eight weeks<sup>1</sup> after that initial report, an updated report setting forth all expenses and disbursements of the Receivership, with attached receipts and an accounting of all funds received by the Receiver. If the property is or becomes occupied, the Receiver shall provide a list of all tenants residing at the Property, together with a list of current rental amounts and the status of the rental payments.

November 20, 2008: The Receiver shall file and serve an updated report in the manner set forth in number two

Please note that the Receivership appointment is set by the present Order to terminate after 180 days from the entry of that Order. At that time, the Receiver is expected to provide its final accounting and report to the Court, the Petitioner and all parties to this action for final approval by the Court.

<sup>1</sup> The Petitioner may consider requesting a different time period in the proposed order, e.g. a thirty day reporting requirement where a receiver undertakes a particularly difficult rehabilitation project, the property is occupied on the date the order is entered, or the owner appears to contest the receivership.

Very truly yours,

MARTHA COAKLEY  
ATTORNEY GENERAL

Petitioner,



---

Matthew Q. Berge  
Assistant Attorney General

June 1, 2008

Matthew Q. Berge  
Assistant Attorney General  
Department of Justice  
One Ashburton Place  
Boston, MA 02108

Dear Mr. Berge:

We enclose a copy of the Order to enforce the contract, and the appointment of a Receiver to [redacted]. This Order was filed with the Registry of Deeds on June 1, 2008. Please note that pursuant to said Order, the following funds must be controlled by the Receiver on the date set by the Order:

July 1, 2008: The Receiver must file with the Court and serve upon all parties a report setting forth all expenses and disbursements of the Receivership, with attached receipts and an accounting of all funds received by the Receiver during the period covered by the report.

September 1, 2008: The Receiver must file and serve upon all parties with weeks after that initial report an updated report setting forth all expenses and disbursements of the Receivership, with attached receipts and an accounting of all funds received by the Receiver. If the party is or becomes a partner, the Receiver shall provide a list of all amounts received at the property, together with a list of current trust accounts and the names of the initial payees.

December 31, 2008: The Receiver shall file and serve an updated report in the manner set forth in said Order.

Please note that the Receiver's interim appointment is set by the present Order to terminate after 180 days from the entry of this Order. At that time, the Receiver is expected to provide the final accounting and report to the Court, the Petitioner, and all parties to this action for final approval by the Court.

The Receiver may consider requesting a different time period in the future, and a judge may appoint a Receiver when a Receiver is not initially appointed. The Receiver is expected to file the final report in the manner set forth in said Order.



rehabilitation to address conditions which materially endanger the health and safety of abutters and community residents. A list of repairs and estimated costs are attached to this report.

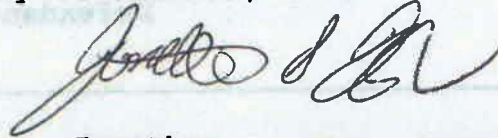
4) The receiver has received no funds to use pursuant to paragraph 6(e) for repairs.

5) Pursuant to paragraph 12 of the order the Receiver may borrow funds from the contractors hired to make the repairs and such borrowing may increase the cost of repairs with interest costs estimated at \$8,000.00.

6) The Respondent has not complied with paragraph 15 of the Order in that the Respondent has not provided the Receiver with information about liens, insurance, utilities, real estate tax, contracts or other information about the property.

7) The Respondent has not turned over any keys to the Receiver.

Signed at Boston this the 5th day of October, 1999



Jonathan S. Kaye, Receiver

Jonathan S. Kay  
by his Attorney



Stuart T. Schrier  
BBO 447190  
Schrier & Balin  
1011 Dorchester Avenue  
Boston, MA 02125  
(617) 436-1200  
(617) 436-5649 (FAX)

171 HAMILTON  
SEPT 21 1999

**HARD COST PFD**

Oil tanks out	1000
Roof,Gutter	5000
Kitchens	12000
Baths	9000
Windows	8000
doors lcks	7500
closets	1500
ceiling wlls	5000
Trim Int	4000
Sand floors	600
Int paint	4500
Waterproof	5000
Front prch	5000
SIDING	6000
FCA, TRIM	3200
Bushes	3000
Ext paint	4500
Masonry	1500
Lndscp,drive	3000
Electric	7000
Plmb&Heat	20000
Trsh Demo	14400
Lead	6000
Rug	4000
Egr.,nw wlls	2500

**Total 143200**

**RECEIVER 20761 13% OF TOTAL DEVELOPMENT COSTS**

**LEGAL ?????**

**INTEREST 8000**

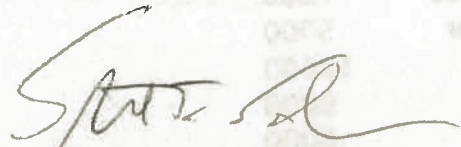
**MISC. SOFT 8500**

Certificate of Service

I hereby Certify that I served a copy of the foregoing Receiver's Report by first class mail, postage pre-paid this the 5th day of October, 1999 upon

Matthew Q. Berge, Esquire  
Office of the Attorney General  
200 Portland Street  
Boston, MA 02114

Robert D. Russo  
Russo & Scolnick  
Two Oliver Street, 6th floor  
Boston, MA 02109-4901



Stuart T. Schrier  
BBO 447190  
Schrier & Balin  
1011 Dorchester Avenue  
Boston, MA 02125  
(617) 436-1200

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT  
HOUSING COURT DEPARTMENT  
CITY OF BOSTON  
CIVIL ACTION NO:

ATTORNEY GENERAL FOR THE	)
COMMONWEALTH OF MASSACHUSETTS,	)
Petitioner	)
	)
vs.	)
	)
[OWNER/PATIES IN INTEREST],	)
Respondents	)

CERTIFICATE OF NOTICE  
REGARDING RECEIVER'S INTERIM INSPECTION REPORT

I hereby certify that on this day a copy of the attached Receiver's Interim Inspection Report prepared pursuant to paragraph 6(d) of the Order on Petition to Enforce the State Sanitary Code and for Appointment of a Receiver, as entered herein by Hon. [Justice of the Housing Court granting receivership order] on [date of receivership order] was sent by first class mail to [owner or owner's counsel] and [lien holder or lien holder's counsel].

Signed this \_\_\_ day of \_\_\_\_, 2008.

\_\_\_\_\_  
Matthew Q. Berge  
Assistant Attorney General



COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

HOUSING COURT DEPARTMENT  
CITY OF BOSTON DIVISION  
DOCKET NO. 99-CV-00463

\_\_\_\_\_  
ATTORNEY GENERAL FOR THE  
COMMONWEALTH OF MASSACHUSETTS,  
Plaintiff

vs.

GEORGIA F. KHOURI,  
Defendant  
\_\_\_\_\_

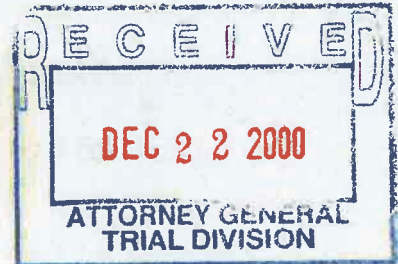
**ORDER**

1. At a hearing on December 12, 2000 regarding the Receivership on the property located 171 Hamilton Street, Dorchester, Massachusetts, the Court finds and orders as follows:

Jonathan Kaye, Receiver of the above mentioned property, reported to the Court that he had repaired the property to bring it into compliance with the Sanitary Code.

2. The Receiver reported the expenses incurred for the repair, operation, maintenance, and management of the property as follows:

Permit fees	1,511.00
Clean out and dump	12,950.00
Masonry	2,500.00
Rough Carpentry	27,260.00
Finish Carpentry	15,840.00
Lead Paint	2,000.00
Roofing	4,550.00
Doors	5,000.00
Windows	6,000.00
Plaster	11,000.00
Vinyl Flooring	700.00
Painting	5,500.00



Cabinets	4,800.00
Appliances	6,000.00
Carpet	5,000.00
Plumbing	8,000.00
Heating	9,000.00
Electrical	10,000.00
Siding	18,150.00
Legal Fee (Lender)	2,200.00
Lender's Fees	1,840.00
Interest	8,500.00
Insurance	1,200.00
Real Estate Taxes	1,475.00
Accounting	750.00
Appraisal Fee	450.00
Security	1,000.00
Utilities	1,500.00
Construction Draw Inspections	1,400.00
Legal Fees and Foreclosure	4,000.00
Developers Overhead & Profit	23,890.00

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**\$203,966.00**

3. The Court accepts the Receiver's report and finds that the Receiver has a lien for the above mentioned expenses as described under G.L. c. 111, s. 1271.
4. The Court orders that the Defendant may have up January 15, 2001 to pay the Receiver's Lien. If the Defendant shall pay the Receiver's Lien the Receiver will be discharged and the case shall be closed.
5. The Court orders that if the Defendant does not pay the Receiver's Lien as permitted under paragraph 4 of this order by January 15, 2001 the Receiver may foreclose on his lien advertising the sale in the Boston Herald not less than three times prior to the sale. The Receiver shall be entitled to additional legal costs, fees and expenses in the approximate amount of \$2,000.00 if payment is not received by January 15, 2001.

6. The Court Orders that the disbursement of funds recovered from the foreclosure shall occur in the following order of priority:

- a: All municipal liens as required under G.L. c. 111, s. 127I.
- b: The cost of foreclosure of the Receiver's lien including advertising in the Boston Globe and the Boston Herald.
- c: The cost of the Receivership in the order itemized above, which costs were advanced by a lender secured by an assignment of the Receiver's Lien. Said Lender shall be paid all outstanding principal and interest through the date of pay off which is normally thirty days after the foreclosure auction.
- d: The Receiver may disburse any excess funds from the foreclosure to the Respondent.

7. After foreclosure of the Receiver's lien, the Receiver shall file a final report with the Court.

Dated: December 18, 2000

  
Wink, J.

COMMONWEALTH OF MASSACHUSETTS  
THE TRIAL COURT

HAMPDEN, SS.

THE TRIAL COURT  
HOUSING COURT DEPARTMENT  
HAMPDEN DIVISION  
NO. 95 CV 00269

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CAROLYN REDD and )  
CITY OF SPRINGFIELD, )  
DEPARTMENT OF CODE ENFORCEMENT, )  
HOUSING DIVISION, )  
Petitioner )  
v. )  
RENBEL SPRINGFIELD LIMITED )  
PARTNERSHIP and RENBEL )  
PROPERTY MANAGEMENT, )  
Respondents )

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NOTICE TO  
POTENTIAL  
BUYERS

By order of the Court, the first mortgagee, BayBank, has been instructed to distribute this notice to potential purchasers of 109-11 Spring Street; 84-88 Byers Street; 108 Byers Street; 114-118 Byers Street; 120-130 Byers Street; and 103 Pearl Street; 253-257 Union Street; 192-194 Central Street; and 53-55 High Street, Springfield, Massachusetts.

As a result of defective conditions at these buildings, and the lack of any available management, the Court ordered on June 30, 1995 that these buildings be placed into receivership. This means that since that date, the buildings have been in the custody of the Court, managed by Virgilio Property Management, Inc., acting as an agent of the court.

At any foreclosure sale held on any of these properties, the sale will transfer title

to the properties. However, the Receiver will continue to remain in possession of the properties until further order of this Court.

Specifically, to dissolve the receivership, any bidder, prospective owner, or new owner of the building must demonstrate the following:

1. The bidder/owner is fully informed of the condition of the premises, including apartments and common areas, lead paint, and building systems;
2. The bidder/owner has the financial ability following the sale, to repair promptly any conditions in violation of the standards of fitness for human habitation established under the state sanitary code, or other applicable laws, ordinances, by-laws, rules or regulations affecting the health, safety or well-being of the occupants;
3. The bidder/owner has a plan for implementing such repairs, including cost estimates for major repairs, financing and priorities for rehabilitation;
4. The bidder/owner has staff with the skills and experience to implement the plan referred to in section 3, above;
5. The repair of the premises as proposed by the bidder/owner will not result in the displacement of the tenants and occupants.

Any bidder, potential owner or new owner may appear before the Court to obtain a ruling or clarification of these issues by scheduling a hearing in this matter, with notice to the parties of record, including the attorneys for the Receiver, the petitioner(s), the respondent, and Baybank.

At such time, the bidder/owner is requested to complete a financial statement, available from the Clerk's office, and to provide a copy of such statement to the parties of record in this matter, with advance written notice of the time and date of such a

hearing. The Court hereby orders that such financial statement received by other parties to this action shall be kept confidential and limited to use in these proceedings and may not be disclosed by any party for any other purpose without leave of Court.

If this bidder/owner establishes the conditions set forth above, the receivership and any court supervision of the property will end. Under these circumstances, the new owner will be permitted to take possession of the property following the completion of the sale and the ruling of this Court.

Pursuant to G. L. ch. 111, sec. 127I, sixth paragraph, any prospective bidder is hereby informed that any decision continuing the receivership and denying a successful bidder possession of the premises shall not relieve such bidder, after becoming an owner, from civil or criminal liability or any duty imposed by law, nor shall it suspend any obligation of such owner to pay for taxes, operating or maintenance expenses, or for repair of the premises.

Dated:

William H. Abrashkin  
First Justice

COMMONWEALTH OF MASSACHUSETTS  
THE TRIAL COURT

HAMPDEN, SS.

THE TRIAL COURT  
HOUSING COURT DEPARTMENT  
HAMPDEN DIVISION  
NO. 95 CV 00269

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CAROLYN REDD and )  
CITY OF SPRINGFIELD, )  
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Petitioner )  
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RENBEL SPRINGFIELD LIMITED )  
PARTNERSHIP and RENBEL )  
PROPERTY MANAGEMENT, )  
Respondents )

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MOTION REGARDING  
FORECLOSURE NOTICE

The petitioner, Carolyn Redd, moves that the Court order the holder of the first mortgage, BayBank ("the Bank"), to issue the attached Notice to Potential Buyers before and during any auction of any of the subject properties. As grounds for this Motion, petitioner states that the parties and the Bank agree that an auction of the properties would not affect the *in rem* Receivership proceeding, and that the proposed Notice would make potential buyers aware of the proceeding and would ensure that the properties,

which are in the Court's jurisdiction and control through the receivership, remain habitable and in compliance with law in the event of an auction.

Dated: July 27, 1995

*Faye B. Rachlin*

Faye B. Rachlin  
Western Mass. Legal Services  
145 State St.  
Springfield, MA 01103  
413-781-7814  
BBO#: 546404

CERTIFICATE OF SERVICE

NOTICE OF MOTION

Please take notice that the defendant will bring this Motion on for hearing before the Hampden County Housing Court on Monday, August 7, 1995 at 2:00 P.M. or as soon thereafter as counsel can be heard.

Dated: July 25, 1995

Faye B. Rachlin  
Faye B. Rachlin

CERTIFICATE OF SERVICE

I, Faye B. Rachlin, hereby certify that on this date I mailed this Motion and Notice to Attorney Salvatore Anzalotti, City of Springfield Law Department, 36 Court Street, Springfield, MA 01103; Attorney Stuart Rossman, Office of the Attorney General, 1 Ashburton Place, Boston, MA 02108; Attorney Stephen Manning, 200 N. Main Street, East Longmeadow, MA 01028; and Attorney Barry G. Braunstein, Riemer & Braunstein, 3 Center Plaza, Boston, MA 02108.

Dated: July 25, 1995

Faye B. Rachlin  
Faye B. Rachlin