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CHA PROCEDURES ON GRANTING ACCESS TO AN APARTMENT FOLLOWING THE DEATH OF A TENANT:

The purpose of this Memorandum is to provide public housing residents with information on the process CHA is required to follow regarding the access to the personal property of a deceased resident who was the sole occupant of the apartment.

Once the CHA is notified of the death of the sole occupant of an apartment, the Housing Manager will change the locks to the apartment. Should relatives require access to the apartment to remove personal belongings necessary for the burial, the Housing Manager will accompany the relatives to the apartment to ensure that only appropriate items are removed. The items that are removed will be catalogued by the Housing Manager.

In order for the CHA to allow the resident's belongings to be removed, the CHA needs evidence that a person seeking access to the deceased resident's personal property has the legal right to the property. The following options are available to such a person seeking access:

1. **Probate Court:**

A. Filing by heir:

- If the deceased resident's family requests access to remove personal property, they should be advised to proceed to the Middlesex County Probate Court to file the appropriate court papers. Whether the resident died with a Will or Intestate (without a Will), a person that would be the heir can seek appointment from the Probate Court as the "Executor" of the person's estate.
- Once that person is so appointed, they have the legal right to recover the resident's personal property and/or dispose of same.
- Prior to providing access to the deceased resident's personal property, the CHA MUST obtain a copy of the Probate Court document appointing the person as the Executor
- The person will be required to execute the Access Agreement attached hereto.

B. Voluntary Administration:

- If the deceased resident did not have a Will, and died with assets of less than \$15,000 and no car, there is an expedited and simplified method to be appointed as the representative of the estate.

- The process, called a “Voluntarily Administration”, is available to almost any relative of the decedent, including a surviving spouse, a child, a parent, a sibling, an aunt, an uncle, a niece, or a nephew.
- The only requirement is that the resident died more than thirty (30) days prior, and that the person seeking appointment is a resident of Massachusetts.
- The process is completed by filling out a simple form at the Probate Court and, once filed and stamped by the clerk of court, the appointment is official. This is a simple, inexpensive, and quick way for a person to gain the legal right to a deceased resident’s personal property.
- Prior to providing access to the deceased resident’s personal property, the CHA MUST obtain a copy of the Probate Court document appointing the person as the Administrator.
- The person will be required to execute the Access Agreement attached hereto.

2. Court Order:

- A person seeking the personal property of a deceased resident can also be informed that, to the extent they believe they have a right to the deceased resident’s personal property, they can file a request with the Cambridge District Court or Middlesex Superior Court seeking an Order requiring the Housing Authority to provide access. Upon the issuance of such an Order, CHA would be able to provide access. **In the event a person files such an action, CHA legal counsel should be notified of any hearing date(s).**
- The person will also be required to execute the Access Agreement attached hereto.

ACCESS AGREEMENT

Now come the parties, Cambridge Housing Authority (“CHA”), as the owner of the Premises known located at _____ (the “Property”) and _____ of _____ (hereafter referred to as the “Undersigned”) and hereby agree as follows:

WHEREAS, _____ (the “Deceased”) died on or about _____; and

WHEREAS, the Undersigned is (check one):

- executrix/executor of the estate of the Deceased;
- sole heir of the Deceased;
- other (please specify: _____)

WHEREAS certain personal property of the Deceased is located in apartment # _____ at the Property, the Deceased’s immediate past residence; and

WHEREAS, in order to secure the assets of the Deceased, the Undersigned requests access to the Property for the purpose of removal of all of the Deceased’s personal property.

WHEREAS, CHA is willing to grant access to the Property upon certain express terms and conditions as provide herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements as provided herein, the parties do hereby agree as follows:

1. Undersigned agrees to remove all such personal property of the Deceased located on the Property and in the Deceased former apartment on _____, 201_, between the hours of 9 a.m. and 3 p.m.;
2. Undersigned agrees to indemnify and hold CHA, its employees, agents, managers, partners, insurers and assigns, harmless of and from any and all claims, losses, damages, or liability which CHA may incur, to the fullest extent permitted by law, including without limitation attorney’s fees and costs, resulting from or relating to Owner’s granting of permission for Undersigned to enter onto the Property and/or resulting from or relating to CHA’s granting of access to the Property. The foregoing shall apply, without limitation, to any personal injuries which Undersigned may suffer while at the Property and any claims raised by any person(s) claiming a right to the personal property of the Deceased.

3. Undersigned agrees that any personal property which remains in the Property subsequent to the date stated in Paragraph 1 may be deemed trash and shall be considered abandoned as of that date at which time CHA shall have the right to discard such personal property without liability.
4. No access shall be granted to any person other than Undersigned unless they execute this Agreement signifying their agreement to these terms, including the release and indemnification provisions contained in Paragraph 2.
5. Both Parties have read this agreement, understand same, and have signed freely and voluntarily.

SIGNED AS A SEALED INSTRUMENT THIS __ DAY OF _____, 201__.

(Name)

Owner, by its manager: