

COMMONWEALTH OF MASSACHUSETTS

HAMPDEN, ss

HOUSING COURT DEPARTMENT
WESTERN DIVISION
DOCKET NO: 21 SP 0632

STEPHEN BOSCO,)
)
Plaintiff,)
)
v.)
)
KIMBERLY HENDERSON, EDUARDO)
REYES AND DESTINY MELENDEZ)
)
Defendant.)
)

DEFENDANT KIMBERLY HENDERSON’ INTERROGATORIES TO PLAINTIFF

Pursuant to Rule 7 of the Uniform Summary Process Rules, these Interrogatories are submitted for you to answer in writing and under oath. The following Interrogatories must be answered by you and your answers delivered to the offices of the Defendants’ counsel **and** to the court no later than the time prescribed in this Court’s Order.

In answering each of the following Interrogatories, you must make such inquiry of your principals, agents, servants, and attorneys as will enable you to make complete and true answers to these Interrogatories and examine all bills, letters, files and other instruments which in any way refer to the transactions purported to have taken place.

Also, in answering each of the following Interrogatories:

- (a) identify any document relied upon or which forms a basis for the answer given by date, sender, recipient, location and custodian; and,
- (b) state whether the information furnished is within the personal knowledge of the person answering and, if not, give the name of each person to whom the information is a matter of personal knowledge; and,
- (c) identify each person who assisted or participated in preparing or supplying any of the information given in answer to, or relied upon in preparing answers to, each of the following Interrogatories by supplying the name and address of each such person.

For purposes of these **Interrogatories**, the **Defendant's Request for Production of Documents**, and the **Defendant's Request for Admissions** the following definitions apply:

(a) The term "document" as used here includes: writings, drawings, graphs, charts, photographs, recordings, data compilations (translated, if necessary by the respondent through detection devices into reasonable usable form), contracts, electronic records, agreements, correspondence, memoranda, reports, notes, requests, bills, orders, notices, writs, declarations, complaints, answers and other court pleadings, schedules, tabulations, checks, diary entries, telegrams, diagrams, films, newspaper clippings, electronic mail and other writings and recordings of whatever nature, whether signed or unsigned, transcribed or not, and whether assertedly privileged or not.

(b) The term "Landlord" ("you", "your") as employed here includes all the Plaintiffs in this action, if there is more than one named party Plaintiff. It also includes the Plaintiff's agents, counsel, employees, officers, trustees, partners, or other persons acting for or on behalf of the Plaintiff.

(c) The term "Tenant" as used here refers to all Defendants in this action, if more than one is a party, unless otherwise specified.

(d) "Property" as used herein means the building, common areas and grounds at 463 Appleton Street, Apt. 25, Holyoke, MA 01040.

(e) "Premises" as used herein means the apartments occupied by Defendants during their tenancy with the owner.

(f) The term "legal or beneficial" owners includes but is not limited to: the owners of record, trustees of a trust, beneficiaries of a trust, general and limited partners, corporate officers or directors or corporate stockholders who own at least ten (10) percent of the stock or corporation.

INTERROGATORIES

1. Please state the name, residential address, all phone numbers, occupation, and place of employment of the person or persons answering these Interrogatories.
2. Please describe in detail the terms of the explicit or implicit tenancy agreement between the Landlord and the Tenant, including but not limited to the following: the date or dates on which the Tenant and the Landlord agreed to a tenancy or entered into a lease agreement, if any, and any addenda thereto; the rent agreed upon, the date and amount of any changes in the initial rent, the manner in which such changes were made, and what utilities (i.e. heat, electricity, gas, etc.) other than rent were to be paid by the Landlord or Tenant.
3. If the Landlord has caused any notice to quit to be served on the Tenant, please describe in detail the substance of the notice, how service was made upon the Tenant, including but not

limited to: the name and address of the person who served the notice, the date on which service was made, and the manner in which service was made. If more than one notice or copy was served, please specify this information for each notice or copy.

4. Please list by date and amount each and every debit and credit made to the Tenants' rent account since they became Tenants of the Landlord.

5. Please describe in detail every occasion in which the Landlord, or its agents or employees, entered any of the Tenant's dwelling units at the property, including the date of entry, the reason for entry, what work or other activities occurred during the entry, the name, address and job description of each person entering the apartment, the type of notice, if any, given to the Tenant, and whether the Landlord received prior permission from the Tenant for the entry.

6. Please state whether the Landlord has come to know or has ever been informed either orally or in writing by the Tenant, any other tenant, or any other person including but not limited to anyone associated with a governmental agency or housing authority, at any time since the Tenant first occupied any dwelling unit at the property (or since the Landlord first purchased the premises) of any problems, complaints, violations, requests for repair or the like concerning conditions in the Tenant's apartment, or in the common areas or grounds of the building in which his apartment is located.

7. If the answer to the preceding Interrogatory is in the affirmative, please describe in detail each problem, complaint, violation, request for repair or the like, including but not limited to: how and when the Landlord came to know of the problem, complaint, violation, request for repair or the like, including if applicable, the name and address of the person(s) informing the Landlord and the manner of the communication(s) (written or oral); the name of the person who received or became aware of the problem, complaint, violation, request for repair or the like; the substance of the problem, complaint, violation, request for repair or the like, including the nature and extent of the condition(s) complained of.

8. For each problem, complaint, violation, request for repair or the like referred to in the two previous Interrogatories, please describe in detail any efforts made to repair, including but not limited to the following: what repairs were made to remedy the condition or problem; the date on which each repair was made; the name and address of the person(s) who made each repair; the name and address of the company, corporation, partnership, or any other entity for whom they worked, if any; and the cost of the repair.

9. For each condition below which is alleged to have existed in an apartment lived in by the Tenant at the property, please describe when you became aware of the condition, the date you repaired the condition, and any reason for the failure to repair the conditions during any period of time:

- a. Mice and cockroach infestation;
- b. Inadequate heat and hot water;
- c. Drug paraphernalia in common areas;
- d. Unsecured building (homeless people sleeping in common areas);

- e. Defective electrical service;
- f. Water damaged ceilings;
- g. Holes and cracks in walls;
- h. Broken windows;
- i. Missing window screens;
- j. Rotten bathroom floor;
- k. Broken kitchen cabinets;
- l. Damaged boards on exterior porch; and
- m. Windows and doors are not weathertight.

10. Please identify all persons who have knowledge of facts concerning any claim, defense or counterclaim raised by the parties in this case, including the name, telephone number and address of such persons, and provide a brief summary of the facts within their knowledge.

11. Please identify which persons or entities have been responsible for management and maintenance of the property since you have owned the property, including such persons' or entities' address and phone number, and provide a description of their specific responsibilities.

12. Please describe the documents and or agreements made between you and the previous owner for collecting rental debts of tenants or for having the authority to evict such tenants for such rental debts.

13. Please describe all of the facts of which you are aware which support any position of yours that you have complied with G.L. c. 186 s 15B's requirements for handling the Tenant's security deposit.

14. Please describe in detail the conditions regarding the heat in the Tenant's home, beginning with the time the Plaintiff gained ownership of the building where the Tenant's unit is located, and include in your answer in detail any attempts of repair, including the date of the repair and identity of the repair person.

15. Please describe in detail any evidence of the presence of rodents you are aware or have been made aware in or around the Tenant's unit, including dates you became aware of such presence, how you became aware of the presence, the location of the rodents, the activity of the rodents, your understanding of the extent of the infestation, the steps you took to remedy the infestation, and when the problem was resolved, if at all.

16. Please describe in detail any evidence of the presence of cockroaches you are aware or have been made aware in or around the Tenant's unit, including dates you became aware of such presence, how you became aware of the presence, the location of the cockroaches, the activity of the cockroaches, your understanding of the extent of the infestation, the steps you took to remedy the infestation, and when the problem was resolved, if at all.

17. Please describe in detail your knowledge of the drug paraphernalia found in the common areas of the building where the Tenant's unit is located, including how you obtained knowledge

of this issue, when you obtained knowledge, and any attempts made to remedy the situation.

18. Please describe in detail your knowledge of the presence of non-residents sleeping in the common areas of the building where the Tenant's unit is located since the time you gained ownership of the property, including how you obtained knowledge of this issue, when you obtained knowledge of this issue, and any attempts made to remedy this situation.

19. Please describe the conditions of the walls and flooring throughout the Tenant's apartment during her tenancy; when you became aware of these conditions of disrepair; the date you repaired these conditions; and any reasons for failing to make repairs in any period of time.

20. Please describe the condition of the windows throughout the Tenant's apartment during her tenancy; when the Tenant notified you of their state of disrepair, the date you repaired this condition; and any reasons for failing to make repairs in any period of time.

21. Please state if there exists any insurance policy relative to the landlord which arguably covers the occurrences and alleged violations of law described in the Answer and Counterclaims of the Tenant, and if so, please describe each and every insurance policy including for each such policy the name and address of the insurance company, the name and address of the insurance agency, the name and address of the underwriters, the name and address of the adjusters, and the policy number and policy description.

22. If you intend to call any witnesses to support your complaint, or to contest the Tenants' defenses and/or counterclaims, for each witness, please state: (a) name, occupation and address; (b) relate with particularity and in detail the testimony said witness will give; and (c) expert qualifications, if any, of said witness.

23. If the plaintiff intends to call any expert witnesses to contest the defendants' claims, for each witness, please state: (a) the name, occupation and address; (b) the expert qualifications, if any, of each such witness; (c) the subject matter on which the witness is expected to testify; (d) the substance of the facts and opinions to which the witness is expected to testify; and (e) a summary of the grounds for each opinion.

24. Please, for purposes of G.L. c. 93A, state the number of units in Massachusetts and in Hampden County owned by the Plaintiff.

25. Please describe and identify all documents which were exchanged, signed by you or signed by the seller at the closing of your purchase of the building in which the defendant lives, from January 2020 to the present.

26. Please provide all the facts and information you used to determine the amount of rent owed to you which was conveyed in the notice to quit or Summary Process Summons and Complaint allegedly served upon the defendant.

27. Please describe all inspections you conducted of the defendant's apartment prior to or subsequent to the purchase of the defendant's building by you, between October, 2019 and May,

2020 to determine the conditions of the property as you were prepared to purchase it or just after the purchase.

28. Please provide all facts which support your claim that you may seek the eviction of the Tenant for alleged debts the Tenant incurred not initially with you but rather with the owner of the building you allegedly purchased.

29. Please describe the conditions of the electrical system at the apartment of the Tenant during her tenancy; when you became aware of these conditions of disrepair; the date you repaired these conditions; and any reasons for failing to make repairs in any period of time.

30. Please describe your knowledge of any rental debt waived by the owner of the building just prior to your ownership, and include the source of your knowledge.

KIMBERLY HENDERSON

By her attorney

/s/ Joel Feldman

Joel Feldman

BBO # 552963

Heisler, Feldman, & McCormick, P.C.

293 Bridge Street, Suite 322

Springfield MA 01103

(413)788-7988

(413)788-7996 (fax)

jfeldman@hfmngpc.com

I hereby certify that a true copy of the above document was served upon the plaintiff's counsel by email

7/9/21

/s/Joel Feldman

Dated: 7/9/21