

LUDLOW HOUSING AUTHORITY

DECEASED RESIDENT POLICY

Adopted by the Board of Commissioners

DATE: April 16, 2024

This Deceased Resident Policy has been adopted in order to clarify policy and procedure as it pertains to the Ludlow Housing Authority's gaining access to personal property upon the death of a resident.

In the event that the Ludlow Housing Authority, (hereinafter referred to as LHA), is notified of the death of a resident and the lease identifies other authorized occupants of the apartment, the Executive Director or his/her designee should ***not*** lock the door, change the locks, or take any other action in relation to possession of the apartment by the remaining occupants. If the remaining authorized occupants are not otherwise qualified to be the head of household for the apartment, the matter should be referred to the legal department.

In the event that the LHA is notified of the death of a resident who is a ***sole occupant*** of an apartment (i.e., no other person is identified as an authorized occupant on the lease), the following procedures shall apply with respect to access to the personal property of the deceased resident.

(1) Inventory of Property and Secure Apartment

Upon notification of the death of the resident who is a sole occupant of the apartment, as soon as practically possible, the Executive Director or his/her designee shall:

- a. Change the locks to the apartment in order to secure the apartment. Except as otherwise provided in this policy, no one other than the Executive Director or his/her designee is to have access to the apartment.
- b. Take a video and a photograph inventory of the personal property remaining in the apartment, together with a written log of same; and
- c. Make a determination of the value of the personal property inventoried. Such determination of value shall be made solely in LHA's discretion and shall be made by the Executive Director or his/her designee conducting the inventory.

(2) Limited Access for Burial Services

A family member of the deceased and/or a person listed as the deceased's emergency contact shall be permitted to enter the apartment to remove personal items of the deceased necessary for any burial or burial related service (e.g., pictures, burial clothes, etc.). The Executive Director or his/her designee shall accompany such individual(s) during the removal of such items

and shall only permit removal of items that he/she deems appropriate. The Executive Director or his/her designee's decision on what is appropriate is final. The Executive Director or his/her designee should not permit removal of any item he/she deems to be of significant monetary value (e.g., greater than \$300) and not necessary for the burial or burial related services. The Executive Director or his/her designee shall catalog the items removed and the individual(s) removing the personal property shall sign a receipt for such items removed.

(3) Access for Removal of Personal Property Valued Less Than or Equal to \$500

If the personal property inventoried by the Executive Director or his/her designee is deemed to be valued in the aggregate less than or equal to \$500.00, a family member of the deceased and/or a person listed as the deceased's emergency contact shall be permitted to enter the apartment to remove the personal property upon entering into an Access Agreement substantially in the form attached hereto as "**Attachment A**".

(4) Access for Removal of all Personal Property if Valued Greater Than \$500.00

In circumstances where the aggregate value of the personal property remaining in the apartment is greater than \$500.00, the LHA needs evidence that a person seeking access to the deceased's personal property has the legal right to the property. Accordingly, in such a scenario, access to the apartment and the personal property of the deceased shall only be provided to a duly appointed executor/executrix of the estate, or any person providing a court order authorizing such access by a court of competent jurisdiction. Any person so entering shall be required to sign a release of liability prior to entering and a receipt for the items removed. The Executive Director will keep a copy of the court order or other evidence of appointment of the executor/executrix in the deceased resident's file.

A list of options available to such person(s) seeking access to the apartment is attached as "**Attachment B**" and is intended for reference only.

(5) No Person Requests to Remove the Property OR Persons Fail to Remove the Property in a Timely Manner

In the event no person has requested to remove the personal property of the decedent within ten (10) days of death or has failed to remove the personal property within thirty (30) days of death, the Executive Director should refer the matter to the legal department for appropriate action. In the event that any person(s) claims to maintain a right to reside in an apartment after the locks

have been changed, the person(s) should be informed to contact the legal department immediately. Inventory unit, (photograph and list items), and send to the legal department. The legal department will evaluate the items in the unit as listed in the inventory and determine appropriate next steps. If no one has contested ownership of the items in the unit, and the legal department has confirmed the value of the items is less than \$500.00, the legal department will instruct management staff to remove the items from the unit, store anything of value for as long as feasible, and in no event less than thirty days, and dispose of the remaining items. If the items in the unit are determined to exceed \$500.00 in value, the legal department will determine if legal action is appropriate.

(6) Person(s) in Apartment

Any person found in the apartment shall be requested to leave the apartment as a trespasser. If the person(s) refuses to vacate, the Executive Director shall immediately contact the legal department and the legal department shall seek a court order compelling the trespasser's removal.

**LUDLOW HOUSING AUTHORITY
114 Wilson Street
Ludlow, MA 01056
Phone: 413-589-7272**

ATTACHMENT A - ACCESS AGREEMENT

Below is an agreement entered into between the Ludlow Housing Authority (LHA) as the owner of _____, (the "Property") and _____ of _____, (hereafter referred to as the "Undersigned") and hereby agree as follows:

WHEREAS, the Undersigned is (check one):

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

WHEREAS, certain personal property of the Deceased is located at _____, 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, LHA is willing to grant access to the Property upon certain express terms and conditions as provided 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's former apartment by _____, between the hours of 8 AM and 4 PM
Undersigned agrees to contact the LHA prior to entering the Premises.
2. Undersigned agrees to indemnify and hold LHA, its employees, agents, managers, partners, insurers and assigns, harmless of and from any and all claims, losses, damages,

or liability which LHA 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 LHA'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 LHA shall have the right to discard such personal property without liability. Undersigned shall return all keys to the LHA by the date provided in Paragraph 1 herein.
4. No access shall be granted to any person(s) 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. Undersigned agrees that they have read and understand the protocol for the removal of personal property to meet COVID-19 safety requirements.
6. Both Parties have read this agreement, understand the same, and have signed freely and voluntarily.

SIGNED AS A SEALED INSTRUMENT THIS _____ DAY OF _____, 202 .

Undersigned

Printed name of Undersigned

Owner, by its Authorized Agent:

Printed name of Owner/Agent

LUDLOW HOUSING AUTHORITY

114 Wilson Street
Ludlow, MA 01056
Phone: 413-589-7272

ATTACHMENT B

List of Options for Person(s) Seeking Access to Apartment When the Aggregate Value of Personal Property is Greater Than \$500.00.

In order for the Ludlow Housing Authority (hereafter referred to as LHA), to allow a deceased resident's belongings to be removed when the aggregate of such belongings is deemed to be greater than \$500.00, the LHA 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:

- **Probate Court**

Filing by Heir:

- If the deceased resident's family requests access to remove personal property, they should be advised to proceed to the Hampden County Probate Court to file the appropriate court papers. Whether the resident dies with a Will or intestate (without a Will), a person who 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 the same.
- Prior to providing access to the deceased resident's personal property, the LHA MUST obtain a copy of the Probate Court document appointing the person as the Executor.
- The person will be required to execute an Access Agreement in substantially the same form as the Access Agreement attached as "Attachment A" to the LHA Deceased Resident Policy.

- **Voluntary Administration**

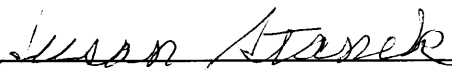
- If the deceased resident did not have a Will, and dies with assets of less than \$15,000.00 and no car, there is an expedited and simplified method to be appointed as the representative of the estate.

- The process called a “Voluntary Administration”, is available to almost any relative of the decedent, including a surviving spouse, a child, a parent, a sibling, an aunt, a niece, or a nephew.
- The only requirement is that the resident dies 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 LHA 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 as “Attachment A” to the LHA Deceased Resident Policy.

3. Court Order

- A person seeking the personal property of a deceased resident can also be informed that, to the extent they believe that they have a right to the deceased resident’s personal property, they can file a request with the Hampden County District Court seeking an Order, requiring the LHA to provide Access. Upon the issuance of such an Order, LHA would be able to provide access. **In the event that a person files such an action, the LHA legal counsel should be notified of any hearing date(s).**
- The person will also be required to execute the Access Agreement attached as “Attachment A” to the LHA Deceased Resident Policy.

Signed and executed this 16th, day of April, 2024 by the Board of Commissioners:



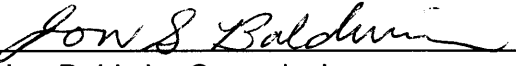
Susan Stanek, Chairman



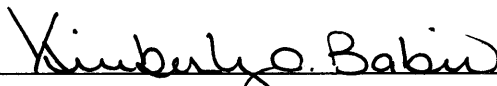
Audrey Polmanteer, Treasurer




Raymond Anderson, Vice Chairperson



Jon Baldwin, Commissioner



Kimberly Babin, Commissioner



Robin Carvide, Secretary

Employee Sign Off

This acknowledges that I have received the Ludlow Housing Authority's Deceased Resident Policy. By signing this form, I acknowledge that I have read and understand the policies and procedures adopted by the Ludlow Housing Authority. I agree to review periodically any changes or modifications.

I further understand that as a condition of employment, I must abide by the terms of this Policy. I recognize that the law and associated policies are continually evolving. Therefore, I understand that my regular review of this Policy as it may be amended, is required.

Print Name: _____

Signature: _____

Date: _____

Executive Director

To be included in employee's personnel file