

**HOUSE . . . . . No.**

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**The Commonwealth of Massachusetts**

PRESENTED BY:

*Daniel Cahill*

*To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

**An Act to expand housing opportunities through homesharing.**

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Daniel Cahill</i>	<i>10th Essex</i>	<i>1/16/2025</i>

**HOUSE . . . . . No.**

[Pin Slip]

**The Commonwealth of Massachusetts**

**In the One Hundred and Ninety-Fourth General Court  
(2025-2026)**

An Act to expand housing opportunities through homesharing.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1 SECTION 1: The General Laws are hereby amended by inserting after chapter 186A the  
2 following new chapter:-

3 CHAPTER 186B. Homesharing

4 Section 1.

5 “EOHLC”, the Executive Office of Housing and Livable Communities of the  
6 Commonwealth of Massachusetts

7 “Homesharing agreement”, a written agreement between the homesharing provider and  
8 the homesharer containing all terms, conditions, obligations and covenants of the homesharing  
9 occupancy at the homesharing property.

10 “Homesharing occupancy”, the use or occupancy or the right to use or occupy a room in  
11 a homesharing property pursuant to the homesharing agreement, including the right to use the

12 common areas of the homesharing property including fixtures, furniture and equipment located  
13 in, on or about the common areas of the homesharing property.

14 “Homesharing provider”, a person who owns and occupies the homesharing property.

15 “Homesharing property”, an owner-occupied property including, but not limited to, an  
16 apartment, house, cottage, condominium or a furnished accommodation that is not a short-term  
17 rental, hotel, motel, lodging house or bed and breakfast establishment, where: (i) at least 1 room  
18 or designated space is rented to a homesharer; and (ii) below-market rate rent is offered in  
19 exchange for use and/or domestic services.

20 “Homesharer”, a person who uses, occupies or has a right to use or occupy a room or  
21 designated space in a homesharing property pursuant to a Homesharing agreement.

22 Section 2. Homesharing occupancy shall be a legally permissible residential use of a  
23 homesharing property. There shall be a voluntary homesharing program under the EOHLC to  
24 allow for homesharing occupancy. The program shall be overseen by the EOHLC or contracted  
25 third-party for administration, oversight, and regulation. The EOHLC may also establish a  
26 homesharing program fee to be paid by the homesharing provider to fund the homesharing  
27 opportunity relief fund established in section 3.

28 A homesharing provider may provide for use, by a homesharer, a room for occupancy in  
29 exchange for services rendered and/or to reduce the monthly expenses of owning a home. The  
30 homesharing property shall be a single unit or home and shall not be a unit otherwise available  
31 for rent. A potential homesharing provider and homesharer may enter into a written homesharing  
32 agreement to use and share the homesharing property under certain conditions.

33           The EOHLC shall set forth the terms of the homesharing agreement; provided, however,  
34 the homesharing agreement, shall include, at minimum, the following:

35           a)       The amount to be paid by the homesharer, to be negotiated between the two  
36 parties, taking into account the limited occupancy rights and to include shared utilities, and  
37 adjusted for domestic services rendered by the homesharer.

38           b)       Listing of shared access spaces between the two parties, including kitchen,  
39 bathrooms, and limitations on private spaces between the two parties.

40           c)       The agreed upon services to be completed by the homesharer, if any, which may  
41 include general housekeeping, grocery shopping, meal preparation, yard work, or other basic  
42 household tasks in exchange for lowered rent.

43           a.       Services may not include health care, medical or other home care services.

44           b.       Services may not exceed 7-hours per week and shall not be the primary purpose  
45 of the homesharing agreement.

46           c.       A homesharing agreement may opt to exclude domestic services and may be  
47 limited to the sharing of space as reflected in the rent and tenancy agreement, so long as the rent  
48 is below market rate.

49           d)       Written agreed upon household rules pertaining to modifications to the premises  
50 including painting, remodeling, or other changes to the physical property.

51           e)       Notice for termination of agreement, including:

52 a. 30-days' notice on behalf of either the homesharing provider or homesharer for  
53 any reason

54 b. Emergency 3-day termination notice for certain actions, including failure to pay  
55 rent, destruction of property, or other violation of the homesharing agreement

56 i. Emergency notice shall give homesharer right to access the homesharing  
57 opportunity relief fund to cover costs associated with relocating or as set forth in regulation.

58 c. Parties shall be exempt from existing state law pertaining to the relationship  
59 between landlords and tenants and the evictions process set forth in MGL Chapter 186.

60 Section 3. There shall be a separate fund known as the Homesharing Opportunity Relief  
61 Fund. There shall be credited to the fund revenue from appropriations or other money authorized  
62 by the general court and specifically designated to be credited to the fund, including revenues  
63 received from the registration of homesharing households as established by the EOHLC.

64 Proceeds of the fund shall be used to provide assistance to homesharing providers and  
65 homesharers for costs related to a failed homesharing agreement or in other emergency  
66 circumstances set forth by the EOHLC regulations, including costs related to homesharer  
67 relocation.

68 Section 4. The EOHLC shall promulgate regulations, in accordance with section 2 of  
69 chapter 30A, for the implementation and enforcement of the homesharing program that are  
70 necessary to ensure program safety and oversight.

71 The EOHLC, in developing regulations to oversee the program, consider:

72 (1) Existing program administration in peer states;

- 73           (2)     Registration fee minimums and distribution(s) from the relief fund;
- 74           (3)     Compliance with the state sanitary code;
- 75           (4)     Administration of background checks, including, but not limited to, criminal  
76 record information checks, credit checks, or other relevant information to ensure safety in  
77 homesharing agreements;
- 78           (5)     Standardized notice to homesharing provider and homesharer pertaining to rights  
79 and responsibilities, compliance with applicable state laws, and conditions of the program;
- 80           (6)     Model homesharing agreement for use by homesharing provider and homesharer;
- 81           (7)     Potential administration of program through third-party non-profit or private  
82 organizations;
- 83           (8)     Additional program requirements may include trial period between the two  
84 parties, regulations for tenancies involving more than one homesharer and other considerations  
85 not contained forthwith;
- 86           (9)     Input and guidance from the Executive Office of Elder Affairs for the protection  
87 of older adults entering into homesharing agreements.

88           SECTION 2: Chapter 175 of the General Laws is hereby amended by inserting after  
89 section 4H the following section:-

90           Section 4I. (a) As used in this section, the terms “homesharer,” “homesharing provider”  
91 and “homesharing property” shall have the same meanings as Chapter 186B unless the context  
92 clearly requires otherwise.

93           (b) A homesharing provider shall maintain a homesharing insurance rider with property  
94 and liability and, coverage for any services provided by the homesharer, or guests of the  
95 homesharer, insurance of not less than \$1,000,000 to cover the homesharing property, unless  
96 homesharing provider already maintains equal or greater coverage. Such coverage shall defend  
97 and indemnify the operator and homesharers in the building for bodily injury and property  
98 damage arising from the homesharing property.

99           (c) A homesharer shall maintain a renter's insurance policy including both personal  
100 property protection and liability of not less than \$100,000.