

SENATE No. 992

The Commonwealth of Massachusetts

PRESENTED BY:

Dylan A. Fernandes

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 options through homesharing.

PETITION OF:

NAME:

Dylan A. Fernandes

DISTRICT/ADDRESS:

Plymouth and Barnstable

SENATE No. 992

By Mr. Fernandes, a petition (accompanied by bill, Senate, No. 992) of Dylan A. Fernandes for legislation to expand housing options through homesharing. Housing.

The Commonwealth of Massachusetts

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

An Act to expand housing options 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 As used in this chapter, the following words shall, unless the context clearly requires
6 otherwise, have the following meanings:

7 “EOHLC”, the Executive Office of Housing and Livable Communities of the
8 Commonwealth of Massachusetts.

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

12 “Homesharing occupancy”, the use or occupancy or the right to use or occupy a room in
13 a homesharing property pursuant to the homesharing agreement, including the right to use the
14 common areas of the homesharing property including fixtures, furniture and equipment located
15 in, on or about the common areas of the homesharing property.

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

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

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

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

30 A homesharing provider may provide for use, by a homesharer, a room for occupancy in
31 exchange for services rendered and to reduce the monthly expenses of owning a home. The
32 homesharing property shall be a single unit or home and shall not be a unit otherwise available

33 for rent. A potential homesharing provider and homesharer may enter into a written homesharing
34 agreement to use and share the homesharing property under certain conditions.

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

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

40 b) A listing of shared access spaces between the two parties, including kitchen,
41 bathrooms, and limitations on private spaces between the two parties.

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

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

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

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

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

- 53 e) Notice for termination of agreement, including:
- 54 a. 30-days' notice on behalf of either the homesharing provider or homesharer for
- 55 any reason
- 56 b. Emergency 3-day termination notice for certain actions, including failure to pay
- 57 rent, destruction of property, or other violation of the homesharing agreement
- 58 i. Emergency notice shall give the homesharer the right to access the homesharing
- 59 opportunity relief fund to cover costs associated with relocating or as set forth in regulation.
- 60 c. Parties shall be exempt from existing state law pertaining to the relationship
- 61 between landlords and tenants and the eviction process set forth in MGL Chapter 186.

62 Section 3. There shall be a separate fund known as the Homesharing Opportunity Relief

63 Fund. There shall be credited to the fund revenue from appropriations or other money authorized

64 by the general court and specifically designated to be credited to the fund, including revenues

65 received from the registration of homesharing households as established by the EOHLC.

66 Proceeds of the fund shall be used to provide assistance to homesharing providers and

67 homesharers for costs related to a failed homesharing agreement or in other emergency

68 circumstances set forth by the EOHLC regulations, including costs related to homesharer

69 relocation.

70 Section 4. The EOHLC shall promulgate regulations, in accordance with section 2 of

71 chapter 30A, for the implementation and enforcement of the homesharing program that are

72 necessary to ensure program safety and oversight.

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

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

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

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

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

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