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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- The total of $1,782.33 is the sum of the five documented items as read from the receipts and the urgent care note. Please check it. The underlying receipts and the electric statements were not in the file. The electric figure ($135.95) comes from the tenant's own summary.
- Current heat status is unknown. The Board of Health order set heat by February 13, 2026, roof/drywall/mold by March 13, 2026, and reinspection for March 16, 2026. The attached correction order and any reinspection result are not in the file. Update the letter based on the date it is sent.
- The February 8, 2026 heat outage appears only in the tenant's February 10 email. The portal printout (February 27, 2026) shows no ticket after January 14, 2026. The January 22 email says the leak and mold were reported "twice," but the portal shows one leak ticket (December 29) and the mold first mentioned January 14. The letter relies on the tickets.
- The firm notes say the client has paid rent in full, but no rent records were provided. The months the bedroom was unusable, the requested rent reduction and the demand amount are placeholders. Confirm whether the client wants reimbursement and a rent reduction together or as alternatives.
- Not yet documented: replacement value of the wool rug and winter coat, and any pharmacy cost for the inhaler and nasal spray. Both are placeholders.
- Health information comes only from the February 16, 2026 urgent care note, which says "likely related to mold exposure." Confirm the client consents to disclosing it.
- The lease excerpt is one file page. Sections 7, 9 and 10 are cited to p.1, although the lease text labels them pages 2 and 3.
- The lease requires repair reports through the portal or in writing to the notice address. Confirm this letter goes to that address (ZIP missing), the delivery method, and the correct addressee for the Trust.
- Three items are marked [VERIFY] for Massachusetts law: landlord repair duties and notice, tenant repair remedies, and retaliation protection. No statutes are cited. The firm notes do not authorize rent withholding, and the letter does not suggest it.

Callahan Ruiz LLP
[ADD: firm street address]

[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Dennis Kirwan, Property Manager
Halloran Street Realty Trust
90 Quincy Mill Road
Easton Falls, Massachusetts [ADD: ZIP]

Re: Demand for Repairs and Compensation, Lucia Ferreira, 214 Halloran Street, Apartment 3B, Easton Falls, Massachusetts; Board of Health Inspection No. HI-2026-0233

Dear Mr. Kirwan:

Introduction

We represent Lucia Ferreira, who rents 214 Halloran Street, Apartment 3B, Easton Falls, Massachusetts, from Halloran Street Realty Trust under a lease dated August 25, 2025 [lease_excerpt.pdf p.1]. This letter demands that the Trust repair the heat, roof leak and mold conditions in the apartment and compensate Ms. Ferreira for the losses they have caused. Please direct all further communication about this matter to our office.

The lease

The lease term runs from September 1, 2025 to August 31, 2026, at monthly rent of $2,250.00, due on the first of each month [lease_excerpt.pdf p.1]. Ms. Ferreira has continued to pay rent in full [firm notes].

The lease places the following duties on the landlord:

- Section 7: "Landlord shall provide heat and hot water. Tenant pays electricity." [lease_excerpt.pdf p.1]
- Section 9: "Landlord shall keep the Premises and building systems in good repair and in compliance with all applicable housing codes. Tenant shall report needed repairs through the maintenance portal or in writing to the notice address. Landlord shall make repairs within a reasonable time after notice." [lease_excerpt.pdf p.1]
- Section 10: the tenant "shall allow Landlord access to make repairs at reasonable times with advance notice." [lease_excerpt.pdf p.1]

The lease lists 90 Quincy Mill Road, Easton Falls, Massachusetts, and the maintenance portal as the landlord's address for notices and repair requests [lease_excerpt.pdf p.1]. Ms. Ferreira reported each condition below through those channels or by email to you.

The conditions

Heat. The apartment lost heat repeatedly. On November 12, 2025, Ms. Ferreira reported no heat since the night before, with the apartment at 58 degrees and the thermostat set to 70 [repair_requests.pdf p.1]. On December 2, 2025, she reported the heat out again, at 55 degrees [repair_requests.pdf p.1]. The landlord's note on that ticket reads "Boiler relit. Needs new part, ordered." [repair_requests.pdf p.1]. On January 14, 2026, she reported the heat out for the third time [repair_requests.pdf p.1]. On February 10, 2026, she wrote that the heat had been out since February 8 and that it was 52 degrees inside that morning [repair_requests.pdf p.1].

Roof leak. On December 29, 2025, Ms. Ferreira reported water dripping from the bedroom ceiling near the window when it rains or snow melts, with a spreading brown stain [repair_requests.pdf p.1].

Mold. On January 14, 2026, she reported black spots growing on the bedroom ceiling and wall around the leak [repair_requests.pdf p.1]. On January 22, 2026, she wrote that the bedroom smelled of mold and that she was sleeping on the living room couch [repair_requests.pdf p.1].

Board of Health findings. On February 12, 2026, Housing Inspector Rosa Delgado inspected the apartment at Ms. Ferreira's request and found three violations [city_inspection_report.pdf p.1]:

- Heating system: 54 degrees F in the living room and 51 degrees F in the bedroom at 10:20 AM, with the building boiler not operating.
- Roof leak: active water intrusion at the bedroom ceiling next to the window, with soft, stained drywall over an area about 4 feet by 6 feet.
- Mold: visible mold growth on the bedroom ceiling and the upper part of the exterior wall, about 18 square feet.

The Board of Health ordered the owner to restore heat immediately and to repair the roof leak, remove the damaged drywall and remediate the mold. The correction order set heat by February 13, 2026, and roof, drywall and mold by March 13, 2026, with reinspection scheduled for March 16, 2026 [city_inspection_report.pdf p.1]. A copy of the report was mailed to the owner at 90 Quincy Mill Road on February 12, 2026 [city_inspection_report.pdf p.1]. [ADD: current status of heat, roof, drywall and mold repairs, if known]

Health effects. On February 16, 2026, Ms. Ferreira was seen at Easton Falls Urgent Care for cough, nasal congestion and wheezing at night since late January 2026. The provider, Karen Liu, PA-C, assessed allergic rhinitis and reactive airway symptoms, "likely related to mold exposure at home," prescribed an inhaler and a nasal steroid spray, and advised her to avoid the affected room [receipts_and_medical_note.pdf p.1].

Repair requests

Date	Condition	How reported	Landlord response	Source
November 12, 2025	No heat; apartment at 58 degrees	Portal ticket 4471	Closed November 14, 2025: "Tech reset boiler."	[repair_requests.pdf p.1]
December 2, 2025	Heat out again; 55 degrees	Portal ticket 4519	Closed December 3, 2025: "Boiler relit. Needs new part, ordered."	[repair_requests.pdf p.1]
December 29, 2025	Water dripping from bedroom ceiling; spreading brown stain	Portal ticket 4602	Open; no response recorded	[repair_requests.pdf p.1]
January 14, 2026	Heat out for the third time; black spots on bedroom ceiling and wall	Portal ticket 4655	Open; no response recorded	[repair_requests.pdf p.1]
January 22, 2026	Heat, leak and mold; bedroom smells of mold; tenant sleeping on couch	Email to Dennis Kirwan	January 30, 2026: "We are getting quotes for the roof. Use space heaters for now."	[repair_requests.pdf p.1]
February 10, 2026	Heat out since February 8; 52 degrees inside; tenant booked a hotel	Email to Dennis Kirwan	No further reply as of February 27, 2026	[repair_requests.pdf p.1]

Losses

Ms. Ferreira has documented the following out-of-pocket costs:

Item	Date	Amount	Source
Two electric space heaters, Northgate Hardware	December 3, 2025	$119.98	[receipts_and_medical_note.pdf p.1]
Quincy Mill Inn, room charges and tax	February 10 to February 14, 2026	$612.40	[receipts_and_medical_note.pdf p.1]
Replacement mattress and bedding damaged by ceiling leak and mold, Fernhill Bedding Outlet	February 18, 2026	$689.00	[receipts_and_medical_note.pdf p.1]
Increase in electric bill for space heaters (January $64.15 and February $71.80 over prior year)	January and February 2026	$135.95	[receipts_and_medical_note.pdf p.1]
Urgent care visit charge, paid by patient	February 16, 2026	$225.00	[receipts_and_medical_note.pdf p.1]
Total (as read from the bills)		**$1,782.33**	

Additional losses are not yet fully documented:

- A wool rug in the bedroom, water stained and moldy: [ADD: replacement value]. [receipts_and_medical_note.pdf p.1]
- A winter coat stored in the bedroom closet, with mold on the lining: [ADD: replacement value]. [receipts_and_medical_note.pdf p.1]
- Cost of the inhaler and nasal steroid spray prescribed on February 16, 2026: [ADD: pharmacy cost, if any].

Ms. Ferreira also paid full rent of $2,250.00 per month [lease_excerpt.pdf p.1; firm notes] while the bedroom was unusable [ADD: months the bedroom was unusable].

Demand

On behalf of Ms. Ferreira, we demand that the Trust:

- Complete the repairs by [ADD: repair deadline]. They are to restore and maintain reliable heat, repair the roof leak, remove the damaged drywall and remediate the mold in the bedroom, consistent with the Board of Health correction order [city_inspection_report.pdf p.1].
- Pay [ADD: demand amount] in compensation for the losses described above, or reduce rent by [ADD: requested rent reduction] for the period in which the bedroom was unusable.
- Respond to this letter in writing by [ADD: response deadline].
- Confirm in writing the access arrangements for the repairs. Ms. Ferreira will allow access at reasonable times with advance notice, as Section 10 of the lease provides [lease_excerpt.pdf p.1]. Please contact our office to schedule.

State rules

The lease requires the landlord to keep the premises in good repair and in compliance with applicable housing codes [lease_excerpt.pdf p.1]. Massachusetts law also governs the landlord's repair duties and the notice a tenant must give. [VERIFY: Massachusetts rule on landlord repair duties and required notice to the landlord] Ms. Ferreira gave notice through the portal, by email to you, and through the Board of Health inspection described above.

Massachusetts law may also give a tenant remedies when a landlord does not repair. [VERIFY: Massachusetts rule on tenant repair remedies (repair and deduct, rent withholding, rent reduction)] Ms. Ferreira reserves all rights and remedies available to her under the lease and Massachusetts law.

Ms. Ferreira reported these conditions and requested a Board of Health inspection in good faith. We expect that no adverse action will be taken against her because of those reports. [VERIFY: Massachusetts rule on protection from retaliation]

Sincerely,

Theresa Callahan
Callahan Ruiz LLP