



April 12, 2022

Mayor Michelle Wu
Office of the Mayor
1 City Hall Square, Suite 500
Boston, MA 02201
Via E-mail: mayor@boston.gov

Priscilla Rojas, Board Chair
Brian P. Golden, Director
Boston Planning & Development Agency
1 City Hall Square #9
Boston, MA 02201
Via E-mail: priscilla.rojas@boston.gov
Via E-mail: brian.golden@boston.gov

Christine Araujo, Chair
Thomas Broom
Boston Zoning Board of Appeals
1010 Massachusetts Avenue, 4th Floor
Boston, MA 02118
Via E-mail: thomas.broom@boston.gov

Re: Pending Approvals For Proposed Project at 1127 Harrison Avenue – DENY

Dear Mayor Wu, Chair Rojas, Director Golden, Chair Araujo and Mr. Broom:

On behalf of African Community Development of New England (“ACEDONE”), a non-profit organization that assists African refugees and immigrants in Boston, we write to bring your attention to egregious “bait and switch” tactics by the Boston Real Estate Collaborative (“BREC”) in conjunction with the proposed development at 1127 Harrison Avenue in Roxbury (“the Project”). In its application for City approval and in numerous public meetings, BREC repeatedly promised that the Project would not displace the small, minority- and women-owned businesses that currently occupy the site. Yet within the last several weeks – even before the Project has received final City approval – BREC has issued eviction notices to the very businesses that it repeatedly promised it would not displace.

BREC’s brazen flouting of promises made to the City, to these small businesses, and to the Roxbury community should not be countenanced. If this matter cannot be amicably and expeditiously resolved, all currently pending requests for City approval related to the Project should be denied.¹

¹ BPDA’s website indicates that the Project is still “under review” by BPDA. See <https://bpda.app.box.com/s/bty6iuzw1xgtkys5ffdwt3xluqt0fh6e>. p. 3.

I. Promises Made

1127 Harrison Avenue is located near the heart of the Nubian Square commercial district in Roxbury. In January 2021, BREC and its development partners submitted a Small Project Review Application (SPRA) to the Boston Planning and Development Agency (BPDA), proposing to create a mixed-use development at the site. The proposal calls for partial demolition, alteration, and expansion of the existing commercial structure, and conversion into a mixed retail-commercial development.²

Approximately seventeen (17) small businesses currently occupy the space proposed for development. Most, if not all, are minority- and/or women-owned businesses, and many have served the Roxbury community at this location for many years. They range from food businesses to clothing stores, many featuring goods and services that are of particular interest to the African community.

In preparation for its proposal to BPDA, BREC actively sought the support of ACEDONE and the existing businesses, by promising that the Project would result in no displacement of current business. This included assurances that businesses would be allowed to move within the building during construction, that future rental increases would be capped, and that businesses would be guaranteed a 10-year lease.

These assurances were not only given to ACEDONE and the businesses, they were also featured prominently in the SPRA that BREC submitted to BPDA on January 13, 2021. For example:

- BREC stated that “[o]ne of the most important aspects of this development [is to] preserve and embrace the culture and business owners in Nubian Square by ensuring they have space in the building when it is completed.... From permitting through lease up, we have vowed no-displacement for those existing businesses that remain in good standing.” SPRA at 29-30 (Ex. A); *see also* SPRA Cover Letter at 2 (renovations of the commercial space are “specifically designed to meet the needs of the existing, community-based retailers and small businesses in the building now”) (Ex. B).
- BREC listed existing businesses by name, stating these are “tenants/businesses we’re committed to” and featuring photos of the businesses as well. SPRA at 30 (Ex. A). Businesses listed include Michael Hutcherson Rehearsals, Bishaaro Fashions, Safiya Fashions, Howard Fashions, and others that have now received Notices to Quit.
- BREC repeatedly represented that it is committed to working with existing tenants – to protect against displacement, to relocate them within the building during construction, and to ensure that their rents would not rise prohibitively in the future. SPRA at 35-36 (“Since purchasing the property in January 2019, the management team has been hosting small format meetings with existing tenants on a regular basis...”; “[e]xisting commercial tenants will be temporarily relocated within ... the building”) (Ex. C); *see also* SPRA at

² Materials referenced in this letter are all posted on BPDA’s website. <http://www.bostonplans.org/projects/development-projects/1127-harrison-avenue>. Relevant excerpts are also attached as exhibits to this letter.

12 (describing change from a previously-permitted project in order “to provide more housing and commercial opportunities sooner, and avoid displacing current commercial tenants”) (Ex. D).

BREC also touted its no-displacement promises publicly in community presentations about the Project:

- At an April 21, 2021 public meeting about the Project, BREC showed a slide presentation that promised “Attractive commercial space for new and existing businesses with no displacement.”³ Specific businesses that have now received Notices to Quit were again listed, with photos included. The same slide touted the developer’s “[f]ormalized partnerships” with community groups such as ACEDONE “to ensure diversity and inclusion, and provide support for residential tenants and businesses.”
- Videos of the April 21, 2021 presentation show Scott Kirkwood, the Project Manager at BREC, making the same promises orally. He states that “we will also be renovating 17,000 square feet of existing commercial space with no displacement of the building’s 17 active businesses.”⁴ Later in his presentation, Mr. Kirkwood describes how BREC plans to work with ACEDONE to create lease agreements for the existing tenants, so that “they feel like they have a commitment that is steadfast and that what we’re saying actually happens...”⁵
- In response to a question about the existing commercial tenants, BREC representatives again promised that existing tenants would not be displaced but would be allowed to move to renovated spaces. Mr. Kirkwood spoke of the “really great people in the building who have been understanding of all the moving, knowing that at the end of the day, they will have new spaces...with the rents they are currently paying, and it will really set them up for success in the future.”⁶

BREC made repeated promises of non-displacement in order to garner significant support from community organizations, the public, and from the businesses themselves. The anti-displacement assurances formed a centerpiece of BREC’s proposal to the City and were continually cited to the City and to the public as a means to show that the development would benefit the community.

3 See <https://bpda.app.box.com/s/gdd1wms5v35ejk5qvnkf8px6v19rub0a>, Slide 16 (Ex. E) (emphasis added).

4 April 21, 2021 Presentation Video at 3:00-3:10 (available on BPDA’s website at <https://bpda.app.box.com/s/p1s8b8jzh67dusfgn4t63410vr4psjcw>). References to the video note the times at which the remarks occur.

5 April 21, 2021 Presentation Video at 14:56-15:21; see also id. at 24:55-25:05 (promising “priority to tenants in the building” for renovated commercial spaces).

6 April 21, 2021 Presentation Video at 35:45-38:59. Individuals who spoke in support of the project also cited the non-displacement protections for existing commercial tenants. See, e.g., id. at 49:05 (noting the “plan in place to work with the [existing commercial tenants] for as long as they would like to stay in the building.”).

II. Promises Broken

While BREC promised “no displacement” as a benefit in its development presentation to BPDA, within months BREC dramatically changed its tune.

On February 28, 2022, Notices to Quit were issued to numerous existing business owners. *See Ex. F.* The Notices, served by a Constable, demanded that the businesses “quit and deliver up...the premises which you occupy” by March 31, 2022, or be subject to legal proceedings “to eject you from the same.” Businesses receiving the Notices include Michael Hutcherson Rehearsals, Bishaaro Fashions, Safiya Fashions, and Howard Fashion – all businesses specifically listed by BREC in its SPRA to the City as businesses they were “committed to” and for which they promised “no displacement.” *See Ex. A.*

ACEDONE immediately contacted BREC to discuss this about-face and was told that the evictions were due to allegations of rent arrearages. ACEDONE explained that rent collection procedures under the prior landlord had been informal, with a landlord representative often just stopping by the businesses to collect rent – and that a number of businesses have since sent in rental checks that have gone uncashed. ACEDONE further attempted to resolve the issue by offering to become the tenant and having sub-leases with the existing tenants. BREC rejected all proposed resolutions, stating that the only possible outcome was for the businesses to leave immediately.

As BREC itself recognized in its assurances to the City, these small businesses have already endured great hardship because of the Project, including water damage to inventory because of construction, lost revenues, and relocation within the building. They have stood strong in the face of these challenges because they believed in BREC’s assurances “that at the end of the day, they will have new spaces...with the rents they are currently paying and it will really set them up for success in the future.”⁷

BREC’s current posture is entirely antithetical to these promises to work with existing businesses and adopt a no-displacement approach. *See Ex. A* at 30 (“The goal of this approach is to retain as many of the existing businesses as possible.”). All of the community-oriented, positive-sounding language of the SPRA and the community meetings has suddenly evaporated. In its place are the dry legal commands for the small, minority- and women-owned businesses to “quit and deliver up ... the premises that you occupy.”

The fact that BREC has initiated its eviction proceedings during Ramadan, the holiest time of year for many of the business owners and the time when their business is most brisk, simply adds insult to injury.

⁷ See *supra* at n.6.

III. Requested Action

In order to garner support for the Project, BREC falsely promised small minority- and women-owned businesses that they would not be displaced – only to breach that promise once the proposal was submitted for approval. This shows a flagrant disrespect for the small, minority- and women-owned businesses of 1127 Harrison Avenue and for the Nubian Square neighborhood. While communities of color are unfortunately accustomed to this type of broken promise by developers, it is disheartening to see it happening so quickly and so blatantly.

The silver lining is that this means that there is still time for the City to right this wrong. Accordingly, we respectfully request that the City and its agencies:

- 1) Immediately deny, or suspend, any pending requests for approval on the Project. The kind of bait-and-switch evidenced by the above timeline provides ample reason for the City to put a halt to the project immediately and to question all other assurances that BREC has made during the approval process.
- 2) If BREC wishes to continue with the Project, the City must require that BREC honor its commitments by:
 - a. Immediately rescinding any Notices to Quit that have been served on existing commercial tenants at 1127 Harrison Avenue; and
 - b. Providing legally-binding, written assurances of the “no displacement” guarantees that it has made to secure approval of the Project, including satisfying its promise of granting 10-year leases to the current business tenants. Clearly, public and oral representations are insufficient.

Should the above not occur, ACEDONE will formally withdraw its support of the Project and call upon other community organizations to do the same. Conversely, should BREC desire to honor its promises, ACEDONE continues to stand ready to assist in any way to ensure that the existing small, minority- and women-owned businesses receive the no-displacement protections they were promised.

If you or your staff require additional information about any aspect of this letter, please contact Priya Lane at plane@lawyersforcivilrights.org. Thank you in advance for your attention to this matter of critical importance.

Sincerely,

Ivan Espinoza-Madriral, Esq.
Oren Sellstrom, Esq.
Priya Lane, Esq.
Sara L. Wilson, Esq.
On Behalf of ACEDONE

cc: Abdulkadir Hussein, ACEDONE
Boston Real Estate Collaborative
Stephen Harvey, BPDA Project Manager
Barry Reaves, Director of Diversity, Equity, and Inclusion, BPDA
Boston City Council

Exhibit A

direct access off of Palmer Street will be included to promote multi-modal transportation for all tenants. To further support reduced reliance on automobiles, the building will feature an on-site bicycle repair station for tenants, bike share, and bike maintenance subsidies.

Streetscape Improvements

Upgrades to the building's façade, sidewalk repairs and additional lighting will activate the public realm and increase overall safety for tenants as well as neighbors and other passers-by. The curb cut currently servicing the driveway and loading area off of Harrison Avenue will be closed to restore a continuous sidewalk in front of the proposed residential entry. The loading bay will be relocated within the building and accessed via Palmer Street to create relief for traffic flow along Harrison Avenue. All work proposed within the public right-of-way, both on Harrison Avenue and Palmer Street, will be done in compliance with Boston Complete Streets Guidelines for neighborhood connector and mixed-use streets, respectively.

Vibrant Commercial Center Activity

The 1st floor of the building facing the Blair Lot will contain over 4,500 square feet of attractive community commercial storefronts designed with flexibility in mind. At an average of approximately 450 SF, the smaller commercial units will serve as a lower cost entry point for small businesses who are otherwise priced out of the Boston office and retail market. Commercial units will be public-facing and allow direct access to a well-landscaped, raised outdoor platform with seating for occupants, patrons and the general public. Roughly 5,305 gross square feet of existing 1st floor commercial space currently accessed via the building's Washington Street entrance, inclusive of the off-street loading bay and central trash room, will be renovated and integrated seamlessly with the elevated plaza through the addition of an attractive, double-height foyer with ingress and egress at the elevated plaza level. As an additional means of generating foot traffic and contributing to the vibrance of the Square, the elevated plaza will be made routinely available for open-air commerce, community events and live music and arts performances.

Embracing Nubian Square

One of the most important aspects of this development is to preserve and embrace the culture and business owners in Nubian Square by ensuring they have space in the new building once its completed. Furthermore, Boston Real Estate Collaborative intends on deepening its roots and commitment to the Square and Roxbury by expanding and establishing its main office in the building. Our proposal will seek to renovate approximately 17,012 gross square feet of existing commercial space, with approximately 8,900 square feet of the renovated commercial space across the 1st floor designated as community commercial space. Renovated commercial spaces will first be made available to the building's existing business owners. From permitting through lease up, we have vowed no-displacement for those existing

businesses that remain in good standing. The goal of this approach is to retain as many of the existing businesses as possible. Any vacant units will be leased at the same base rents otherwise paid by existing tenants, with preference given to local, Black and Brown owned small businesses.

Below is a list of tenants/businesses we're committed to:

As a means, of ensuring that the residential tenant roster is representative of the surrounding population, our marketing approach will position local, Black and Brown owned brokerage

- Arurrow Fashions
- Howard Fashions
- Fasil Meheretu
- James Staub
- Adam Salacuse
- Ledeta Gebeya Homegoods Market
- Dudley Halal Market
- Abyssinia Market
- Khadija's Express Café
- Michael Hutcherson Rehearsal
- Appliance Services
- Hirsi Fashions
- Safiya Fashions
- Ahmed Fashons
- Bishaaro Fashions
- Anthony Williams' Bags and Accessories



Exhibit B

Brian Golden, Director
Boston Planning and Development Agency
Boston City Hall, 9th Floor
Boston, MA 02201

RE: 1127 Harrison Avenue, Roxbury, MA
Letter of Intent to File Small Project Review Application, Article 80E

Dear Mr. Golden,

Boston Real Estate Collaborative, LLC (“BREC”), on behalf of the ownership group of 1127 Harrison Avenue, is pleased to submit this Letter of Intent to file a Small Project Review Application under Article 80E of the Boston Zoning Code for our proposed mixed-use project at 1127 Harrison Avenue. The project will be our ninth new (or renewed) building in and around Lower Roxbury and a development that will further contribute toward the economic revival of Nubian Square as well as the continued bridging of the historically vibrant Nubian Square and South of Washington neighborhoods. 1127 Harrison marks our second development collaboration and partnership with Grove Hall Neighborhood Development Corporation.

Since 2007, BREC has been acquiring, repositioning and developing residential and mixed-use properties throughout Boston with an emphasis in Roxbury. Our development team focuses on building high-quality projects that complement the existing fabric of the neighborhoods we live and work in. As a local business that owns and self-manages all of its real estate as long-term investments, BREC has a vested interest in the continued betterment and revitalization of the Washington Street corridor.

The proposed project at 1127 Harrison Avenue involves select demolition, alteration and vertical expansion of the existing commercial structure, and will convert a blighted and under-utilized building into a transit oriented, mixed-use development designed in accordance with the guidelines set forth under the Roxbury Strategic Master Plan and Plan Nubian initiatives. The site, an approximately 20,400 square foot parcel on the corner of Harrison Avenue and Palmer Street, represents a unique opportunity to leverage the underlying Article 50 and Dudley EDA zoning to construct more economically viable residential and commercial opportunities that cater to Roxbury’s workforce housing and community commercial needs. Our proposal will create approximately 47,762 square feet of new residential space, consisting of 94 co-living (“micro”) units with over 4,500 square feet of shared indoor and outdoor amenity space. In accordance with the City’s Inclusionary Development Policy, 12 units will be restricted to persons earning less than or equal to 70% of the area median income. Additionally, in excess of 17,000 square feet of commercial space will be renovated and retained, approximately 8,900 of which will be designated as community commercial. 1127 Harrison is building within the guidelines of Boston’s Compact Living Policy; the residential use will include a combination of studio and efficiency units with

large shared amenity spaces on each of the residential floors. Units will be highly energy efficient and available in a variety of configurations and price points. While each of these micro-units is carefully designed to operate as a standalone unit, the building is designed to foster engagement and community among residents through a variety of shared indoor and outdoor amenities. Each of the various amenity spaces will be carefully thought through and managed to foster and promote collective living, working and social environments. The project involves the preservation and renovation of pedestrian level community commercial space, specifically designed to meet the needs of the existing, community-based retailers and small businesses in the building now.

BREC Development, in collaboration with Grove Hall Neighborhood Development Corporation, will work alongside an experienced team of design consultants and contractors, including Monte French Design Studio and Haycon Building LLC. To date, our team has led a substantial outreach process, hosting multiple meetings with current tenants, abutters, local neighborhood organizations, and the Mayor's Office of Neighborhood Services and used comments generated during those meetings to inform our current proposal.

The proposed project will require relief under Article 50 of the Boston Zoning Code. We greatly look forward to collaborating with the neighborhood and the City on this transformative project in Nubian Square.

Best Regards,

Vacheh William Avanesian
Founding Partner, Boston Real Estate Collaborative, LLC

Exhibit C

8. REGULATORY CONTEXT

Pursuant to the requirements of Small Project Review under Article 80E of the Boston Zoning Code, the proposed project will be subject to public comment and review by the Boston Planning and Development Agency (BPDA). Additionally, the project will require relief under Article 50 of the Boston Zoning Code.

Prior to submitting this application, the development team met with BPDA staff on multiple occasions as well as City Council President Kim Janey’s office. The project team met with the Roxbury Main Streets Design Committee on November 4, 2020 and also held a preliminary public meeting hosted by the BPDA and the Mayor’s Office of Neighborhood Services on July 17, 2019. Since purchasing the property January of 2019, the management team has been hosting small format meetings with existing tenants on a regular basis and working closely with Roxbury representatives from the Mayor’s Office of Economic Development.

The below table list of the permits and approvals that are anticipated for the project.

ANTICIPATED PERMITS & APPROVALS

Agency/Department	Permits & Approvals Required
Boston Planning and Development Agency	- Article 80 E Small Project Review, including: - Neighborhood Design Approval - Certificate of Compliance
Boston Department of Public Works, Public Improvement Commission	- New Curb Cut - Street Occupancy Permits - Sidewalk Improvements - Awnings and Façade Overhangs and/or Extensions
Boston Fire Department	- NFPA 241 Safety Plan - Hot Work Permit - FA/FP Permit Approval
Boston Inspectional Services Department	- Building Permit and MEP Permit(s) - Certificate(s) of Occupancy
Boston Water and Sewer Commission	- Water and Sewer Connection Permits - General Service Application - Site Plan Approval
Boston Transportation Department	- Construction Management Plan

9. CONSTRUCTION IMPACTS & SITE ACCESS

The project team anticipates a low to moderate level of impacts to the surrounding neighborhood during the construction period. Construction is expected to begin Summer 2021 and run 24 months from start to completion.

While the project will require temporary closure of Palmer Street throughout construction and sidewalk closure along Harrison Avenue, traffic on Palmer Street is unidirectional with parking only on the south side of the roadway. 1135 Harrison Avenue is currently home to a non-operational laundromat and off-street parking for the adjacent commercial building fronting on Palmer and Warren Streets is limited to five spaces. The sidewalk and street will be closed intermittently for staging and machine access, but most if not all of the lay-down space required for materials and construction related equipment will be on-site within the existing driveway off of Harrison Avenue, facing the Blair Lot. There will be additional laydown space located within the building itself.

The perimeter of the site will be fenced off throughout the project and overhead protection will be employed the course of exterior demolition, amendments to the façade and vertical expansion to minimize impacts from dust and debris and ensure public safety. Construction teams will use police detail and best efforts to mitigate the effect of any street and sidewalk closures along Palmer Street and Harrison Avenue. The construction manager will produce site-specific safety and construction management plans for review and approval by the various City agencies prior to construction commencement. The contractor will also employ 24/7 video monitoring of the premises to maintain site security during and outside permitted work hours.

Demolition and construction will be performed in a manner compliant with the DEP and City of Boston Noise Regulations. A subsurface environmental screening was conducted shortly after the site was purchased and showed no signs of contamination, and therefore we anticipate no adverse air quality or odor impacts. Management currently has a rodent and pest control program in place and will maintain the same throughout the duration of demolition and construction.

Existing commercial tenants will be temporarily located within the portion of the building that fronts on Palmer Street and Washington. Construction will be conducted using a phased approach that will constantly maintain two-hour fire separation between active work areas and occupied areas. All work areas will feature temporary heat detection systems that are tied into the main fire alarm control panel (FACP). Any and all occupied areas will remain protected and monitored throughout the course of construction, with any periods of system downtime covered by on-site representatives from the fire alarm engineer of record and Boston Fire Department.

Exhibit D

3.1 PROJECT DESCRIPTION

The proposed project at 1127 Harrison Avenue will be a transit-oriented, mixed-use development consisting of 94 co-living (micro) rental units across 47,762 gross square feet of new residential space. The remaining 17,012 gross square feet of existing commercial space will be renovated to include approximately twelve (12) community commercial units, one (1) on-site management office and one (1) large, general office and storage flex space on the second floor. The project will also feature on-site bicycle storage for all residents and one (1) off-street loading bay. Of 94 residential units, five (5) will be compliant with MAAB Group 2 regulations for accessible design.

Our current proposal aims to maximize value for residents and commercial tenants alike through the creation of attractive, highly-efficient spaces. By eliminating non-essential square footage for the residential units and placing emphasis on efficient design, we are able to offer high quality spaces at lower rents than what is typical for new studio apartments in the area. One of the goals for the development is to attract tenants who would otherwise seek housing in units traditionally occupied by families, thereby taking pressure off the demand and escalating price of those units and making them more accessible to the families they were intended for. While a lack of suitable options for small local businesses has historically led to a mismatch of space and need throughout Nubian Square, the commercial units in our proposal are designed with these specific business owners in mind. The residential density on the second through fifth floors will not only increase foot traffic for new and existing commercial tenants in the building and elsewhere in Nubian Square, but allow commercial rents to remain below market rate. This wealth-creating approach will position our commercial tenants for continued success and profitability as rents elsewhere in the Square continue in alignment with the prevailing market.

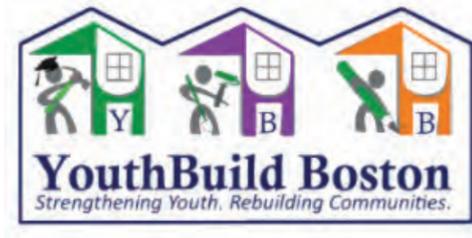
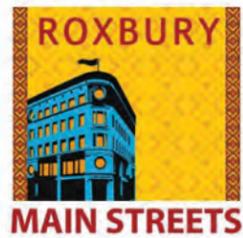
The overall concept for 1127 Harrison Avenue elaborates on a currently permitted project at the same location, wherein a portion of the existing second floor was to be converted into 21 co-living units featuring en suite bathrooms and shared common amenities such as a commercial kitchen, lounge, dining area and laundry facilities. We have since opted against separate phasing of the vertical expansion to provide more housing and commercial opportunities sooner, and avoid displacing current commercial tenants. The single-phase will also improve construction logistics and minimize project impacts in the immediate neighborhood.

1127 Harrison Avenue is centrally located within the Square and will be an important first-mover when setting the tone for improvements to the public realm. Much of the design focus for the project centers around urban placemaking and the creation of publicly accessible outdoor space in alignment with the objectives of the Roxbury Strategic Master Plan. By

Exhibit E

COMMUNITY BENEFITS, PARTNERSHIPS, & EXISTING BUSINESSES

- 94 ultra-efficient workforce housing units, including 12 income restricted units.
- \$65,000 in community benefits contributions.
- Streetscape and site improvements to encourage community interaction, enhance curb appeal and increase safety. Improvements will include a large, commissioned mural done by local artists.
- Formalized partnerships with Roxbury Main Streets, African Community Development of New England (ACEDONE) and Youth Build Boston to ensure diversity and inclusion, and provide support for residential tenants and businesses.



- Job creation: 200+ temp construction jobs, 2-3 full-time positions.
- Passive House construction practices and rooftop solar.
- Preference given to local brokerage houses and Roxbury residents during lease up.
- Commercial opportunities made exclusively available through Roxbury Main Streets and ACEDONE prior to being taken to market.
- Preserve family housing stock in Roxbury.
- Central, internalized waste management.

- Attractive commercial space for new and existing businesses with no displacement.

- Arurrow Fashions
- Howard Fashions
- Fasil Meheretu
- James Staub
- Adam Salacuse
- Ledeta Gebeya Homegoods Market
- Dudley Halal Market
- Abyssinia Market
- Merkato Mart and Bakery
- Khadija's Express Café
- Michael Hutcherson Rehearsal
- Appliance Services
- Hirsi Fashions
- Safiya Fashions
- Ahmed Fashions
- Bishaaro Fashions
- Anthony Williams' Bags and Accessories

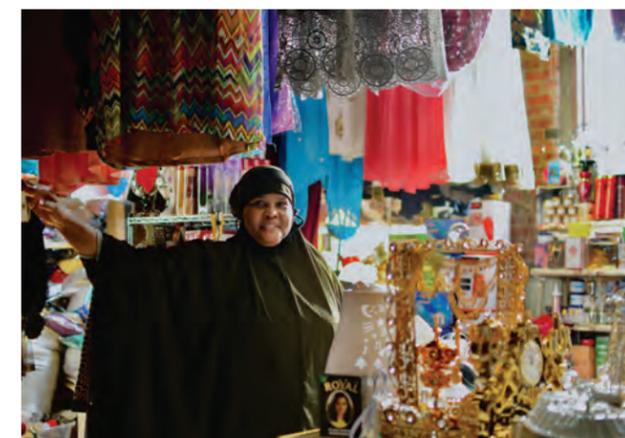


Exhibit F

LAW OFFICE OF JASON CARTER

P. O. Box 760 • Hingham, MA 02043
Tel (617) 942-0892 • Fax (617) 687-0384
jason@jasoncarterlaw.com

File # 22-00884

February 28, 2022

Safiya Abbas and Hassan Abbas
d/b/a Safiya Fashions
1127 Harrison Avenue, Unit C-3
Roxbury, MA 02119

DELIVERED BY CONSTABLE

Notice to Quit

Dear Ms. Abbas and Mr. Abbas:

This office represents 296 Marlborough Street LLC. You are a Tenant-at-Will and you are hereby notified to quit and deliver up at the expiration of that month which begins next after your receipt of this notice, the premises which you occupy, to wit:

The entire premises located at 1127 Harrison Avenue, Unit C-3, Roxbury, Massachusetts, together with all the appurtenances thereto belonging.

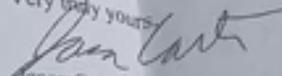
Hereof, fail not, or I shall take due process of law to eject you from the same.
The reason why your tenancy at will is being terminated is for possession.

Any monies received by the owners will be accepted for use and occupancy only, not as rent, and will not waive this notice or the owner's right to proceed with a summary process action or waive any prior Notice to Quit, reinstate or create a tenancy.

NOTICE OF IMPORTANT RIGHTS

You have thirty days after you receive this letter to dispute the validity of any debt, or any part of it. If you do not dispute it within that period, we will assume that it is valid. If you do dispute it, we will obtain and mail to you verification of the debt. And if, within the same period, you request the name and address of the original creditor we will furnish that information too. If, however, you request proof of the debt or the name and address of the original creditor within that thirty-day period, we will suspend our efforts to collect the debt until we mail the requested information to you. In addition, this firm is acting as a debt collector for the owners to collect the debt discussed in this letter, if applicable. Any information obtained by us will be used for that purpose.

Very truly yours,


Jason Carter,
Attorney for the Owners

Served By:
Mark P. Weisberg
Constable and District Court Officer

LAW OFFICE OF JASON CARTER

P. O. Box 760 • Hingham, MA 02043
Tel (617) 942-0892 • Fax (617) 887-0384
jason@jasoncarterlaw.com

File # 22-06886

DELIVERED BY CONSTABLE

February 28, 2022

Michael Hutchinson Rehearsals
1127 Harrison Avenue, Unit-Basement
Roxbury, MA 02119

Notice to Quit

Dear Mr. Hutchinson:

This office represents 296 Marlborough Street LLC. You are a Tenant-at-Will and you are hereby notified to quit and deliver up at the expiration of that month which begins next after your receipt of this notice, the premises which you occupy, to wit:

The entire premises located at 1127 Harrison Avenue, Basement Unit, Roxbury, Massachusetts, together with all the appurtenances thereto belonging.

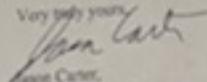
Hereof, fail not, or I shall take due process of law to eject you from the same.
The reason why your tenancy at will is being terminated is for possession.

Any monies received by the owners will be accepted for use and occupancy only, not as rent, and will not waive this notice or the owner's right to proceed with a summary process action or waive any prior Notice to Quit, terminate or create a tenancy.

NOTICE OF IMPORTANT RIGHTS

You have thirty days after you receive this letter to dispute the validity of any debt, or any part of it. If you do not dispute it within that period, we will assume that it is valid. If you do dispute it, we will obtain and mail to you verification of the debt. And if, within the same period, you request the name and address of the original creditor we will furnish that information to you. If, however, you request proof of the debt or the name and address of the original creditor within that thirty-day period, we will suspend our efforts to collect the debt until we mail the requested information to you. In addition, this firm is acting as a debt collector for the owners to collect the debt discussed in this letter, if applicable. Any information obtained by us will be used for that purpose.

Very truly yours,


Jason Carter,
Attorney for the Owners

Served By:
Mark P. Westbrook
Constable and Notary Public

LAW OFFICE OF JASON CARTER
P. O. Box 760 • Hingham, MA 02043
Tel (617) 842-0892 • Fax (617) 687-0364
jason@jasoncarterlaw.com

File # 22-06882

February 28, 2022

DELIVERED BY CONSTABLE

Khadra Bishara d/b/a
Bishara Fashion
1127 Harrison Avenue, Unit C-6
Roxbury, MA 02119

Notice to Quit

Dear Khadra Bishara:

This office represents 296 Marlborough Street LLC. You are a Tenant-at-Will and you are hereby notified to quit and deliver up at the expiration of that month which begins next after your receipt of this notice, the premises which you occupy, to wit:

The entire premises located at 1127 Harrison Avenue, Unit C-6, Roxbury, Massachusetts, together with all the appurtenances thereto belonging.

Hereof, fail not, or I shall take due process of law to eject you from the same.

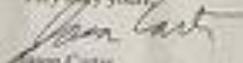
The reason why your tenancy at will is being terminated is for possession.

Any monies received by the owners will be accepted for use and occupancy only, not in rent, and will not waive this notice or the owner's right to proceed with a summary process action or waive any prior Notice to Quit, mistake or create a tenancy.

NOTICE OF IMPORTANT RIGHTS

You have thirty days after you receive this letter to dispute the validity of any debt, or any part of it. If you do not dispute it within that period, we will assume that it is valid. If you do dispute it, we will obtain and mail to you verification of the debt. And if, within the same period, you request the name and address of the original creditor we will furnish that information. If, however, you request proof of the debt or the name and address of the original creditor within that thirty-day period, we will suspend our efforts to collect the debt until we read the requested information to you. In addition, this firm is acting as a debt collector for the owners to collect the debt discussed in this letter, if applicable. Any information obtained by us will be used for that purpose.

Very truly yours,


Jason Carter,
Attorney for the Owners

Served By:
Mark P. Weisberg
Constable and Sheriff