

# XXXXXXX Zeltzer Verses BHA

## Opening Statment

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XXXXXXXXZeltzer

## ABSTRACT

When does Reasonable stop being Reasonable?

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+ Presentation of Evidence by Plaintiff

+ Timeline of events

+ Exhibits

+ Direct Examination of Witnesses

+ Cross-Examination of Witnesses

+ Dismissal motions, or motion for direct verdict

+ Presentation of Evidence by defendant

+ Rebuttals by plaintiff

+ Final motions from defendant and Plaintiff

+ List of Prayers to Judge

+ Closing arguments by defendant and plaintiff

## **Opening Statement:**

When does reasonable become unreasonable? My name is xxxxxxxx Zeltzer  
AKA xxxxxxxx Zeltzer

I am a resident at XX Saint Botolph St. in Boston Ma.

I have lived at this address since 1996.

I live in elderly disabled building that the Boston Housing Authority manages.

I live amongst the most vulnerable and poorest people living in the United States of America today.

However, being indigent, disabled or even poverty stricken does not reflect our intelligence, our spirits, or the contributions we have made to our communities our families or the economy.

Many of us despite tremendous obstacles, hardships and illness are still contributing to society with little or no help from anyone, even from the agencies and government that are obligated by law to do so.

So it is with great sadness that I stand before the court today to have to fight the very people that I thought were supposed to help me and my fellow neighbors with safety, good conditions to live in and ethical and timely responses to our concerns.

I will now attempt to prove to the court how the Boston Housing Authority has been unreasonable to the point of breaching the Warranty of Habitability.

With your permission I will now present to the court both factual evidence and circumstantial evidence to show how the BHA did not live up to their end of their lease.

The first fact I would like to present to the court is the fact that on the surface it is true the BHA has made reasonable attempts to help my neighbors and myself with the onset of our bedbug infestation that started back in May of 2009.

They did hire pest control providers; they did mandate compliance from the tenants to get our apartments sprayed. They even provided some small amounts of accommodations based on age and insurance to help people prepare.

So, on the surface it appears that the Boston Housing Authority was doing their job and upholding their end of the warranty of habitability to their Tenants.

Even if you look at all of the management’s actions individually it seems reasonable and that they are acting in the tenant’s best interest.

However, if you look below the surface and take into account that myself and my neighbors have been dealing with this bed bug infestation and the treatment of this condition for almost 2 years.

You will come to realize that the BHA’s business practices and management of the problem is no longer reasonable and in some cases borderlines absurdity and even criminal behavior.

Tragically,

Your Honor I believe my case in particularly falls within those two categories.

### **Timeline of Events**

January –April 2009 Bed Bugs invades BHA Complex at XX Saint Botolph St.	May 2009. Bedbugs grow from a few isolated incidents to full-blown infestation of whole building with in a few weeks.	May 2009. All tenants are mandated to comply with housing Authorities treatment plan.
May 2009. First time Plaintiff was introduced to the chemicals of the treatment plan and told to comply to treatment.  At this time Plaintiff did not have bed bugs but was told neighbors above and below her them had them so I had to get sprayed.	June 2009 Plaintiff had her first adverse reaction to the chemicals management sprayed in the apartment.  Plaintiff alerted management of the problem.  Plaintiff was told it was not the spray and that was causing my severe allergic reactions kept	July 2009. Itching and burning increases all over my body.  Plaintiff alerted management to situation, Management dismissed, minimized, and did not validate Plaintiffs concerns. Plaintiff was told it could be in my head. “ “Maybe I was having

	on spraying despite my concerns.	Some type of allergic reaction to my "medication". Was not told I could have a reasonable accommodation. Continued to suffer mysterious burning and itching. My PTSD systems getting worse. Getting more depressed.
August 2009 Last round of spraying of bedbug chemicals still have never had one bed bug in my apartment. Still burning and itching continues. Ask again for management help. Told it was in my head. Told me to speak to doctors.	Sept. 2009 Itching and burning continues to the point I have to start to throwing out furniture that the Pest people spayed to stop itching. Developed Chemical sensitivities to other chemicals in my aptment.	October 2009. Ask BHA to help me pay for a carpet cleaner to get rid of any lasting residue on from the spraying in my apartment to stop the allergic reaction was denied. .
November 2009. Still itchy and Burney can't sleep. My PTSD is getting worse. Start feeling more and more suicidal.		
December 2009. Still Itching and burning. My mental health is deteriorating. Notice when sleeping at friends itching stops. Come to back to my aptment Itchiness starts up again.	Jan 2011. Attempt to kill myself.  Go to hospital for 5 days.  No itching or burning while at hospital.  Come home itching and burning starts up again.	February 2011 Can't go back to school because of all the stress.  Raise money in the Jewish Community to get apartment steamed and cleaned of any residue.  Itching and burning stops.

<p>March 2011. In treatment with several health providers to help me heal and try to make it back to school for the Summer session At Berklee College of Music.</p> <p>Still have had no bed bugs in my apartment. Still very depressed.</p>	<p>April 2011. Notified by management that they will start to spray again.</p> <p>Problem is not solved in building but spreading.</p> <p>I still don't have one bed bug at this time.</p>	<p>May 2011. Plaintiff let's management know that they will not be allowed to spray chemicals in her apartment.</p> <p>Plaintiff finds out that There is a Reasonable accommodation form.</p> <p>Plaintiff was not made aware of this form during the onset of this whole ordeal.</p> <p>Plaintiff was dealing with insurmountable suffering from the previous years spraying.</p> <p>"Reasonable accommodation"</p> <p>has to fill out forms and get support letters from doctors. <b>Exhibit- A Doctors support letters.</b></p>
<p>May 2011. Plaintiff has to withdraw from school to deal with the BHA and all of their reasonable accommodations.</p> <p><b>Exhibit –B- Letter from Berklee College of Music and Bursars Office showing the return of grant money Plaintiff had to return because she had to drop out of school.</b></p>	<p>May 2011- Plaintiff notifies management.</p> <p>"I think I may have bedbugs."</p> <p>Management dismisses, discounts, and abnormalizes Plaintiffs experience and tells Plaintiff it might be spider or mosquito bites.</p> <p>Plaintiff starts to develop new</p>	<p>May 2011- Management receives support letters from doctors.</p> <p>Takes BHA Management them several more weeks to process the request.</p> <p>Start to see a lot more marks on body and still management is doing nothing.</p>

<p>Plaintiff begins to see suspicious red marks on arms and legs.</p>	<p>PTSD symptoms on top of her already PTSD she already has.</p> <p>Complex Trauma.</p>	
<p>May 2011- Plaintiff contacts the Massachusetts Office on Disability</p> <p>to help her get an advocate to expedite the reasonable accommodations to keep her from being bite from the apparent bedbugs that are biting her.</p>	<p>May-June- 2011</p> <p>Plaintiff still waiting for the reasonable accommodations.</p> <p><b>Exhibit C -Letter from Task Force President at XX Saint Botolph St.</b></p> <p>Task Force President XXXX - also tries to communicate with BHA concerning bed-bug bites and reasonable accommodations.</p> <p>Plaintiff is getting sicker.</p> <p>Management does put down one Night watchman to detect bedbugs.</p> <p>Night watchman finds one Nymph (baby bed-bug)</p> <p>and shows management.</p>	<p>June -2011 Plaintiff still waiting for reasonable accommodations.</p> <p>BHA hires XXXX Pest Control and asks their owner XXXXXXXX to inspect Plaintiffs apartment and then give them his expert findings.</p> <p>Mr. XXXX</p> <p>acknowledges he see's marks Plaintiffs body.</p> <p>But does not find high level infestation which is good on one hand but hard to find get rid of because there is only a few bugs.</p> <p>Mr. XXXXX recommends that steam cleaning be an alternative treatment since of my previous experiences with chemicals.</p> <p>Mr. XXXX leaves his recommendations with management.</p> <p>He suggests steam and a vacuum with nozzle.</p>

		<p>And a hand held steamer to try to kill bugs on her own.</p> <p>Plaintiff 's advocate from the Mass. Office of Disability also advocates and writes letters on Plaintiff's half to the BHA to try to get them to act in a timely manner.</p> <p><b>Exhibit D- Letter written by Plaintiff and the coaching of her advocate from the Mass. Office of Disability.</b></p> <p>The bedbugs and stress about them are making Plaintiffs mental health very bad and she feels her health is deteriorating and she can hardly take care of herself and function. .</p> <p><b>Exhibit E- Another reasonable accommodation form filled out by Plaintiff and Doctors recommendations based XXXX The Bed Bug experts opinion...</b></p> <p>Recommendation of steamer and vacuum as an alternative's to chemicals. This claim was rejected.</p>
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<p>July 2011- Plaintiff gets first steam treatment. Stream providers find one live bug. Plaintiff brings it down to management and tells them this is a bed bug and it is not in my head and it is not a spider or mosquito bite.</p> <p>Plaintiff has a few weeks relief.</p> <p>Then the bites and marks begin to show up.</p> <p>Plaintiff is left with no protection because there is nothing in her apartment to protect her.</p> <p>Plaintiff keeps on management to have Bed Bug expert come to her house on a frequent basis to check for eggs or possible new infestation.</p> <p>He does not always find bugs.</p> <p>This does not mean that they are not there.</p>	<p>August 2011- Plaintiff gets bite again. Asks management for another solution.</p> <p>BHA Lawyers rejects Plaintiffs willingness to release liability to try a small amount of chemicals in apartment.</p> <p>Since the reasonable accommodations are not working.</p> <p><b>Exhibit F- Check for \$1500 dollars from BHA for the settlement of Plaintiff claim about the chemical sensitives and the throwing out of her couch and bed.</b></p> <p><b>Plaintiff</b> settles with BHA for this claim.</p>	<p>August 2011- Plaintiff try's to negotiate with BHA top officials to work on getting section 8 vouchers.</p> <p><b>Exhibit G- Support letters to BHA about the gravity of plaintiff's condition.</b></p> <p>A 911 call was made by XXXX XXXX her therapist at the time to the police because provider thought</p> <p>Plaintiff was going to die by suicide from the stress.</p> <p>BHA is informed that she must get out of their housing project.</p> <p>Plaintiff is a High Safety Risk of Hurting herself.</p>
<p>September 2011- Plaintiff enrolls back at Berklee College of Music despite the continuing stress and</p>	<p>September 2011- <b>Exhibit-H</b></p> <p>Letter from Plaintiff to Head BHA Lawyer</p>	<p>October 2011- To Present Plaintiff goes to Boston Medical Center to treat allergic reaction to</p>

<p>unresolved bed-bug issue. Plaintiff begs BHA to let her put down some chemicals despite the terrible reaction of last year's pest team.</p> <p>Plaintiff has confidence in Bed Bug Company and it's owner and XXXXXX and try to come up with a measured way to come up with a solution to try to protect Plaintiff.</p> <p>BHA and Head Lawyer agree that Plaintiff will write a disclaimer for BHA to let them experiment with a small amount of Bed-Bug companies' chemicals. During this time Plaintiff is bitten on the side of her head.</p> <p>Bed Bug company owner notices the mark on side of her face.</p>	<p>asking to have chemicals in my apartment so I am not left vulnerable and bite again.</p> <p><b>Exhibit I-</b> Letter from Head Lawyer Mr. Commodore agreeing.</p> <p>Bedbugs bite again.</p>	<p>bed bug bites. So allergic I scolded my bites with hot water to make them feel better.</p> <p><b>Exhibit I-</b> Receipt from dermatologist about my severe bed-bug bites. Got cortisone cream and instructions how to treat them.</p> <p><b>Exhibit J</b> Receipt from emergency room after another several more bed-bugs bites. On a verbal pain scale about a ten.</p> <p>I had to go by ambulance to the emergency room and get a shot and 2 medication prescriptions because I was in so much pain.</p> <p>I was also getting sicker and sicker with my PTSD am trying to stay in school despite the stress</p>
<p>October 2011 <b>Exhibit-K</b> Current Photos of the last 2 current bedbug attacks even with the chemicals.</p> <p>Added the night watchman back along with chemicals along with chemicals to try to keep safe till get to</p>	<p>October 26<sup>th</sup> 2011- Most Recent Doctor letters of Havivah's Mental Health.</p> <p>Very Important to read!!!!</p> <p><b>Exhibit L</b></p>	

court. And till I get voucher.		
[Redacted]		
[Redacted]		
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[Redacted]		
[Redacted]		
[Redacted]		

Plaintiffs' friend and Neighbor:  
**XXXXXX-Marshall**

## **List of Prayers to Judge:**

### **1. For the First Cause of Action**

I am asking court to have mercy on me and find favor with me and grant me under the Massachusetts law of the Warranty of Habitability that the BHA pay me back 50 per cent of my rent starting from May of 2009 to the present because I feel that they have breached their part of the lease under The Warranty of Habitability.

My rent is calculated by 30 percent of my income, which is at the present moment \$1080 dollars per month. It might have been a little higher last year. You might need to get the records from BHA

Under the breach of quiet enjoyment of ones house or abode I have not had any peace. I have only experienced emotional turmoil and stress and insurmountable suffering that I nor any of my neighbors could put into words

I also feel that BHA failed to make this a place where I could rest in peace despite all their reasonable accommodations and the stress that I had to endure to fight them while being a very seriously ill and disabled person myself only added to my misery.

I would like the court to help me with this and what they feel would be is fair compensation.

### **2. Second Cause of Action:**

I would like the BHA to pay to have Bed Bug Company to continue to keep the night watchman at my house on a weekly basis as an extra precautionary measure until I can get my Emergency Section 8 voucher and find a new home.

Although I am in the process of getting an Emergency Section 8 voucher it is going to take time to find an apartment.

Under BHA guidelines they will still have to inspect the new apartment to make sure it meets some type of housing codes.

I would like the judge also to order BHA to pay for Bed Bug Company owner to inspect whatever apartment I move in since he is the only one, I trust and I would hate to go to a new apartment that might have bed-bugs.

We still have not found all of mine and I am really scared to take anything with me. I would feel much better knowing that Bed Bug owner company has looked at the new apartment before I move in.

3. **Third cause of action:** I would like the judge to stipulate that in the unfortunate event that I get bitten before I can finish this semester of school with out dropping out from all the stress and in the event that I cannot get a new apartment so quickly that there is some type of alternative place to stay weather it is a hotel without bedbugs that BHA would pay for to keep me safe until I can finish school and find a new apartment.
4. I don't know how many more bites or stress I can handle with out having to drop out of school and end up in the hospital.

#### **4. Fourth Cause of Action- Exhibit -M Court Expenses and Receipts**

I would like the BHA to reimburse me for the costs it took me to put this claim together. The only reason I had any extra money is I used my scholarship money that was supposed to be for school not court.

This amount totals: \$86.08cents

I do believe based on everything that I experienced and the experiences of

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neighbors that my infestation even at a very low level case would have gotten worse if I did not persistently keep on top of the Boston Housing Authority to take care of myself and my Neighbors.

Unfortunately, Having already experienced a lot of injustice in my life and being a survivor of very serious criminal acts that is what made my case so grave and triggering because instead of validating my experience and try to help me I felt the BHA was trying to turn the tables and blame the victim.

Unfortunately, they did not only do this to me but many of my neighbors that are not in the position to take on the Housing Authority.

I really hope that in the future that The Boston Housing Authority will take heed to their tenets and listen to the people that they are supposed to be helping.

It is my wish that both the tenants and the housing Authority stop seeing each other as enemies but as players on the same time.

**Thanks so much for letting speak here in court today.**

**All the best,**

**XXXXXXXX Zeltzer**

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