Boston lawyers take on Expedia over rental fire that killed four

Pat Murphy // October 23, 2026 //

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In brief

- Massachusetts family members sued Expedia Group, VRBO Holdings and HomeAway.com over a Dominican Republic apartment fire that killed four relatives.
- The lawsuit alleges the rental lacked smoke detectors despite VRBO's stated safety requirements for properties listed on its platform.
- Plaintiffs assert negligence, reckless misconduct and negligent infliction of emotional distress, among other claims.
- The case could test the enforceability of VRBO's arbitration clause and whether its terms bind guests who did not book the property.

A team of Boston plaintiffs' lawyers have taken up a case seeking to hold Expedia and VRBO liable for the deaths of four relatives that allegedly would have been prevented had the vacation rental property been equipped with smoke detectors.

The decedents — a grandmother and her 5-year-old grandson and a mother and daughter — died from injuries suffered in a June 13 fire that broke out in a fourth-floor apartment in the Dominican Republic town of Barahona.

Using the VRBO website, one of the decedents had booked the rental property for a four-day stay as part of a three-week vacation for a group of family and friends.

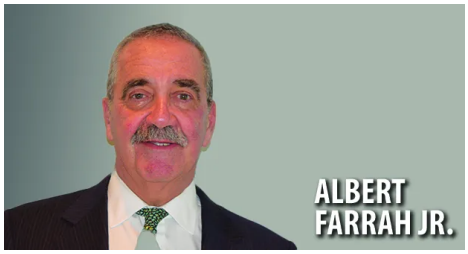
On Sept. 22, Josmeli Rojas and five family members, all of whom reside in Massachusetts, brought a negligence action for the loss of their loved ones against Seattle-based Expedia Group and Expedia subsidiaries VRBO Holdings and HomeAway.com.

“One of the most important points that we’re making is that defendants Expedia and VRBO have established for their hosts ‘safety essential’ requirements,” says Albert L. Farrah Jr., who represents the plaintiffs. “Those include [a requirement] that all units that are hosted on their platforms have smoke detectors outside of every bedroom or sleeping area that are hard-wired, interconnected and — for those people who are hard of hearing — use flashing lights to alert people to fires. This unit didn’t have it.”

Filed in Superior Court in Washington state, the plaintiffs’ complaint alleges the defendants “built a commercial lodging system, represented the system as safe and trustworthy, possessed superior information and the ability to remove dangerous listings, and negligently allowed, and even after four people needlessly lost their lives in a fire and its survivors were scarred for life, continue to this day to allow, a known life-safety hazard, lodgings lacking smoke detectors, to remain offered to paying guests.”

According to Farrah, the case was filed in Washington in part because of a forum selection clause in VRBO’s customer service agreement.

“There are some strategic reasons I can’t go into as to why we chose Washington state,” he adds.



Farrah’s brother, Louis J. Farrah of Farrah Law in Boston is co-counsel, along with Leo V. Boyle and Jeremy M. Carroll, of Meehan Boyle in Boston.

The complaint alleges five causes of action. First, the plaintiffs claim the defendants were negligent in listing on their platforms, and permitting occupancy of, a rental property that lacked smoke detectors.

In their second cause of action, the plaintiffs allege the defendants were negligent in permitting occupancy of an accommodation that contravened VRBO’s own stated safety standards.

“Defendants knew the Apartment did not comply with VRBO Safety Essentials Requirements,” the plaintiffs allege. “Requiring such precautions of its hosts is meaningless and of no value if those in control of a hosting platform, such as the Defendants, fail to enforce them.”

The plaintiffs further accuse the defendants of “willful, wanton and reckless” misconduct.

“Defendants made a strategic choice to permit guests to occupy accommodations in the Dominican Republic, including the Apartment, they knew had no smoke detectors and thus violated VRBO Safety Essentials Requirements,” the complaint states. “Such a choice, ongoing to this very day, shows Defendants’ willful, wanton and reckless disregard for the safety of its guests, and human life in general, and their ongoing, conscious decision to place profits ahead of the lives and safety of their guests.”

The plaintiffs also allege a claim based on the theory that a special relationship exists between the defendants and those who rent properties through their platforms, and that that special relationship gives rise to a heightened duty to warn.

Finally, the plaintiffs assert a claim for negligent infliction of emotional distress.

Albert Farrah says he anticipates a battle over the enforceability of an arbitration clause in VRBO’s user agreement.

“We have one woman who booked [the rental], and she’s dead,” he says. “[A large question that exists] is when she clicked and agreed to those terms of service, did she agree that everybody who came to that apartment and was injured also agreed to arbitration? We say that the answer to that question is resoundingly ‘no.’”

Estates are currently being set up for each of the decedents. Once that process has been completed and personal representatives are appointed, wrongful death claims will be added in an amended complaint, Farrah says.

According to the complaint, plaintiffs’ counsel over the summer conducted searches of VRBO’s website to determine the extent to which listed properties lacked smoke detectors. They found 80 percent of the available accommodations in the Dominican Republic that VRBO was hosting on its platform at the time of a July 22 search “were potential death traps, with no smoke detectors.”

The defendants’ attorney, Siddarth Vijaykumar Velamoor of WilmerHale in Washington, D.C., did not respond to a request for comment.