

JULY 2023

**Should You Allow Your Renters
to Keep Chickens or Bees?**

**How to Deal with Noisy Tenants
and Noise Complaints in Rentals**

**Should Landlords
Ban Vaping in Their
Rental Units?**

Contents

- 3 Letter from the Executive Director
- 4 Should Landlords Ban Vaping in Their Rental Units?
- 9 SCOTUS Rules: Home Equity Theft is Unconstitutional
- 12 Tell Your Rep. and Senator: Don't Band-Aid Rental Assistance and Triple Court Duration
- 14 Should You Allow Your Renters to Keep Chickens or Bees?
- 20 Climate Resilient Capital Testimony Filed to Address Flood Risk, Managed Retreat
- 23 How to Deal with Noisy Tenants and Noise Complaints in Rentals
- 28 Do You Need to Pro-Rate the Rent When a Service Member Ends a Tenancy?
- 29 REGIONAL





Published by MassLandlords, 14th Floor, One Broadway, Cambridge, MA 02142.

The largest non-profit for Massachusetts landlords. We help you own, rent or manage. We create better rental housing.

info@masslandlords.net

774-314-1896

THE MASSLANDLORDS BOARD OF DIRECTORS

Alec Bewsee, Treasurer, through 2023
Michele Kasabula, Secretary, through 2024
Steffen Landrum, through 2025
Patrick Sullivan, through 2026
Russell Sabadosa, through 2027

EXECUTIVE DIRECTOR

Douglas Quattrochi

INFORMATION MANAGER

Jillian Campayno

COMMUNITY BUILDER AND ACCOUNTANT

Naomi Richardson

WRITER, JOURNALIST, AND EDITOR

Kimberly Harper Rau, Eric Weld

FULL STACK DEVELOPER

Ron Software Development Services

LEGISLATIVE AFFAIRS COUNSEL

Peter Vickery, Esq.

SR MANAGER OF SERVICE AND MARKETING

Sue McMahon

BOOKKEEPING

Vipar Garg, Honeylyn Estopace

MANAGER OF ADVERTISING DESIGN AND PLACEMENT

Paul Ssemenda

MESSAGE BOARDS, SERVICE DIRECTORY, AND DATA

Fatima Cangas, Nomer Caceres,
Emerson Raniaga, Maria Evangeline Legaspi

VIRTUAL REGISTRATION DESK

Naomi Elliott, Kaitlin McMahon

NEWSLETTER DESIGN

Ailar Arak

VIDEOGRAPHY

Paul Mong

TRANSCRIPTION

Prospero Pulma

PHOTOGRAPHY

Barry Collins, Paul Shea

SPANISH TRANSLATION

Paola Hernández, Stuart Carter

CAMBRIDGE RECORD SCANNER

Linda Levine

EVICION DATA RESEARCHER

Arjun Shanmugam

CHARLES RIVER VOLUNTEERS

Charles O'Neill, Paul Harris

PARTNER ASSOCIATIONS

MWPOA Frank Hays and team

SWCLA Mark Marzeotti and team

NWCLA Brian Lucier and team

RHABC Jim Stockley III and team

MassLandlords' views and opinions may not reflect those of partner associations.

With Immense Gratitude to Seven Decades of Past Volunteers

For pay-as-you-go business advice or legal information, visit [MassLandlords.net/helpline](https://masslandlords.net/helpline).

Cover Photo by massmatt, CC BY 2.0

<https://flickr.com/photos/momentsnotice/52980206545/>

LETTER FROM THE EXECUTIVE DIRECTOR

Looking Abroad to Understand Home

Our Letter from the Executive Director for July 2023 shares a personal note about travel and details climate policy work we've done.

June turned out to be a month of climate-related work. We gave a well-attended event on heat pumps, testified on our Climate Resilient Capital bill, and more. I was at a reduced pace for two weeks during a four-week trip to Europe, where I visited with family. I used the opportunity to also see housing and transportation infrastructure in the Netherlands, the UK and France. This perspective informs our advocacy in Massachusetts, where some things are better and some things are not.

More and more, it's clear one of our housing problems in Massachusetts is our transportation infrastructure. As we have written about before, housing and transportation are two sides of the same coin. We've got a vicious cycle with parking especially. If we don't have room for parking, we don't allow more housing. If we don't allow more housing, people have to drive in from far away, creating demand for yet more parking. Yet look at any downtown parking garage or lot on a weekend: it's empty. We've made some questionable decisions.

Cambridge, Massachusetts, where MassLandlords has our headquarters, has eliminated parking minimums. They have road, bus, rail and bike options in roughly equally useful proportions. People can rationally choose from among a set of transportation options including owning a car or not. Cambridge is still plagued by rush hour car traffic, so the transportation mix is still off. But it's moving in the right direction.

Compare this to downtown Utrecht, in the Netherlands, which I saw for the first time last month. I watched rush hour from a hotel window as thousands of bicyclists streamed in towards the world's largest bicycle parking garages. Cars, buses and trains also made equally fast progress on their own dedicated roads. No one was stuck in traffic as far as I could see. This looked like a well conceived city to me! There were lots of cars, but since cars were clearly not mandatory in Utrecht, traffic flowed.

Or compare our highways to intercity travel in Europe. Once I landed in London, I traveled three countries without needing to set foot in a car once, and without emitting much CO2. The subways made it easy to bring my luggage. The trains ran at over 180 mph, even to places with small populations. If the MBTA commuter rail ran from Worcester (population 200,000) to Boston like the train from Bayonne (population 50,000) to Paris, I'd be able to get from my home to the State House in less than 15 minutes, instead of the hour and 40 it presently takes me. And I'd have had a sit-down breakfast along the way.

Our Massachusetts properties statewide would almost all be more valuable if better transportation were closer to us. And yet, the housing crisis would be greatly abated, too: people could live as far away as they liked, near farmland or forest, at relatively low rent, and still get to work and social connections quickly, cheaply and without needing a car. And if you want or need a car, great, because rush hour traffic jams would be a thing of the past. Europe has a lot to teach us in this respect.

For reasons besides low-emissions transportation infrastructure, my June was a lot about climate change besides. I testified at the State House (via Zoom and in writing) about the need for flood risk management. I attended part of the Advanced Water Heating Initiative's quarterly stakeholder meeting. And I attended my first Equity Working Group meeting for the Department of Energy Resources (think Mass Save).

MassLandlords' expertise and advocacy benefits owners, managers and service providers of rental housing across the industry. And there is so much work to do! Please join as a member, become a property rights supporter or increase your level of support.

Sincerely,

Douglas Quattrochi
Executive Director, MassLandlords, Inc.



Point your camera app here to read more online.



Should Landlords Ban Vaping in Their Rental Units?

By Kimberly Rau, MassLandlords, Inc.

The law allows landlords to prohibit smoking of any kind, but where do weed and tobacco pens fall?

Lots of rentals in Massachusetts ban smoking of any kind. In 2016, when marijuana was legalized for recreational use in Massachusetts, landlords had to decide whether they could, or should, control its consumption in their rentals. While banning smoking may seem like a no-brainer for some landlords, other options are not as straightforward. Vape pens, also called vaporizers, are much harder for landlords to effectively ban. And perhaps you shouldn't try.

In this article, we'll compare smoking cannabis and tobacco to vaping, and discuss why some people may not want to consider edibles as an alternative to smoking.

NICOTINE VS. THC VS. CBD: A QUICK OVERVIEW

Nicotine is a familiar drug. It's the main psychoactive ingredient in cigarettes. But many people may be unfamiliar with the different compounds in marijuana, or be unaware that smoking certain parts of marijuana may not get you high at all.

When people talk about using marijuana, they are usually talking about consuming THC, CBD or both. Both chemicals are found in cannabis plants, but have different effects and affect different brain receptors.

THC (tetrahydrocannabinol) is the primary psychoactive chemical in marijuana. When people talk about getting high or being stoned, it is because they have consumed THC. THC can be consumed by smoking, through edibles or tinctures, or through the skin as a lotion or cream.

CBD (cannabidiol) is not psychoactive. It is often isolated and sold on its own. People use it to treat pain and some other medical issues without consuming THC and getting high. It may be smoked, or consumed in the same alternative ways that THC may be used.

We have published other articles about weed consumption, including one [directed at tenants](#) who were looking to understand what the law said about marijuana in rentals.

WHY LANDLORDS MAY BAN SMOKING WEED AS WELL AS TOBACCO IN RENTALS

Plenty of landlords do not allow tobacco smoking in their rentals, and with good reason. Smoking produces ionized particles that cling to clothing and other fabrics (including the carpets), as well as walls and floors. Cigarette smell is very hard to remove, as are the yellow stains and residue associated with nicotine.

There are many ways to smoke cannabis. There are joints and blunts, pipes and bowls, spliffs, dab rigs and bongs, and probably a bunch of other vehicles for smoking that we're unaware of. Unfortunately, smoking weed creates a

powerful odor, and may affect others not directly smoking (contact highs are real).

Residue from marijuana smoke does not typically damage housing units the way nicotine residue does. The reason for this is primarily that, while marijuana smoke produces particles just like tobacco smoke does, cannabis smokers typically do not smoke at the volume that cigarette smokers do. Some tobacco users smoke a pack of cigarettes a day, but who smokes 20 joints in one day? Nicotine acts as a stimulant, encouraging users to smoke more and more. Cannabis does not encourage chain smoking in the same manner.

That said, the smell of marijuana can still linger. If you have a heavy pot smoker, you may still find yourself with quite the cleaning project upon move-out. Damages beyond reasonable wear and tear can be deducted from the security deposit, but even with that protection, you may not want to deal with the hassle.

If you operate a multi-family unit, you may also want to ban smoking of any kind out of courtesy to other tenants. Our [no-smoking addendum](#) can be added to your lease and prohibits smoking cigars, cigarettes or other forms of tobacco, as well as marijuana.

VAPING: AN ALTERNATIVE TO SMOKING

Those who do not wish to light up and smoke marijuana or tobacco may choose to vape it instead. And in terms of property damage, vaping is a much cleaner (at least for the furniture, less so for the lungs) way to ingest either substance.

Millbury Appliance Wholesalers is Your Wholesale Appliance Source!

Everything you need can be found at Millbury!

For over 30 years, we have
been a great resource for the following:

- Real Estate Owners
- Management Companies
- Corporate, Condo and
Tenant's Associations
- Builders and Contractors
- Federal, State and Local
Government Agencies
- Senior Citizen Homes and
Independent Living Associations
- Non-profit Organizations
- Colleges and Universities
- Major Corporations

We Carry Top Name Brand Appliances For Your Upcoming Project!

- Amana • General Electric • Frigidaire
- Electrolux • Whirlpool • Maytag • KitchenAid
- Danby • LG • Samsung • Premier • Haier
- Speed Queen • Avanti and many more

**All Sizes and Styles To Fit Your Needs:
Washers, Dryers, Refrigerators, Ranges,
Microwaves, Wall Ovens, Cooktops,
Air Conditioners and more!**

We are members of a National Buying Group!

We can SAVE YOU MONEY!



**We Specialize In
Appliance Packages!**



**CALL MONDAY - FRIDAY 9AM-4PM
CALL US ON: 774-366-5139**

MAW MILLBURY APPLIANCE
WHOLESALE

www.millburyappliancewholesalers.com

**Our 20,000 sq. ft. warehouse
is filled with 1000's
of appliances,
in stock ready for pick up
or delivery.**

**1485 Grafton Road, Millbury, MA 01527
(508) 459-1202**



Vape pens, such as the one shown here, may be used with cartridges that contain nicotine, THC or CBD. Should you allow tenants to use them in your rentals? (Image License: Unsplash)

A vape pen is a device that uses vape juice to deliver nicotine or weed in vaporized form. A cartridge with a liquid solvent, often called vape juice, acts as a carrier for nicotine or weed. The solvents are typically made up of vegetable glycerin or propylene glycol. This vapor is inhaled rather than smoked.

When it comes to cannabis use, vaping produces stronger effects compared to smoking marijuana, particularly for infrequent users. Therefore, users will often spend less time vaping than they would smoking.

Straight marijuana may also be put into dry herb pens, where it is then superheated and inhaled without lighting it on fire. This method of delivery also produces a smokeless experience. These pens could theoretically also be used for tobacco, but this method does not seem to be very popular.

HOW VAPING DIFFERS FROM SMOKING

Vaping is different from smoking in several ways. First, vaping doesn't utilize any kind of fire or combustion to deliver tobacco or cannabis. Instead, an element

within the vape pen heats the liquid in the cartridge until it can be vaporized.

Vaporizers sometimes produce a smell when they are used, but the vapor that is expelled is much less dense than smoke. Therefore, the smell does not linger in the air the way it does when someone is smoking.

This means that people outside the immediate area are unlikely to know whether anyone is smoking. To other residents, particularly those sensitive to certain odors, this will almost certainly be preferable to smoke smell. Also, while vaping may leave a slight residue on immediate surfaces, it is unlikely to seep into walls or stain the way nicotine does.

SHOULD LANDLORDS BAN VAPING IN THEIR RENTALS?

What does this information mean for you as a landlord?

Primarily, it means that if you try to enforce a "no vaping" rule, you are going to have a very difficult time proving your tenants broke the rules. This means evicting for that particular lease violation is going to be hard to do. If you are strictly anti-smoking, allowing vaping

gives your smoking tenants an option to consume nicotine or marijuana without violating your rules, and allows you to protect your property.

In the past, there were reports of vape pens exploding, sometimes causing grievous personal injury. Most vape pen-related fires and explosions can be prevented by using the device according to the manufacturer's specifications and taking proper care not to expose the unit or batteries to extreme temperatures. Remember, these are electronic devices that should be charged in a safe manner (on a hard, flat surface, where they are unlikely to overheat). To ensure the device meets safety standards, only purchase UL-listed devices.

GWENDOLYN PROPERTY MANAGEMENT V. GOODWIN: A CAUTIONARY LEGAL TALE

In 2021, Gwendolyn Property Management took two of its tenants, Lisa Goodwin and Timothy Johnson, to court. The company was seeking possession of the unit after the tenants allegedly violated the lease by smoking on the premises.

Goodwin and Johnson, who had lived at the Webster property for 18 years, both admitted that they had smoked on the property in the past, but had switched to vaping. The lease they signed in 2019 included our no-smoking addendum, which has very careful definitions of what constitutes smoking. (“Smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, marijuana, or other substance.”)

In April 2021, the tenants were served a notice to quit for violating the lease and smoking on the property. Rich Merlino, the property manager, had visited the property in July 2020 and smelled a strong cigarette odor coming from the third floor, where the defendants lived.

Haley Ruggieri, a downstairs tenant, testified that she had smelled smoke and saw the defendants smoking starting in early 2020, noting that the smoke was cigarette smoke, not vapor from a vape

pen. She also stated she saw cigarette butts around the defendants’ vehicles. Other witnesses also stated they had smelled a strong odor of cigarettes coming from the defendants’ apartment.

However, the property management company lost its case, because the judge apparently did not understand the difference between smoking cigarettes and vaping.

“The Court does not credit Ms. Ruggieri’s testimony that she can distinguish the difference between the smell of smoke with respect to vaping compared to smoking cigarettes,” the decision read. “Additionally, the Court does not credit Ms. Ruggieri’s testimony that she can distinguish the type of smoke from vaping compared to smoking cigarettes.”

This is patently false. Discharge from a vape pen looks nothing like cigarette smoke, and the two do not smell the same, even if the user uses tobacco flavored vape juice, as one of the defendants claimed. Anyone who

has witnessed both being used would likely say the same.

Regardless, judgment was issued in favor of the defendants. This is concerning, because it puts landlords, and our forms, in jeopardy. The judge in this case discredited multiple witnesses’ testimony due to apparent ignorance on the differences between smoking and vaping. Though the plaintiff did not appeal this particular case, if any of our landlords find themselves in a similar situation with a similar outcome, we believe an appeal would be in order.

CAN’T I JUST ASK PEOPLE TO USE EDIBLES INSTEAD OF VAPING MARIJUANA?

Edibles are foods that contain marijuana extracts, and they come in many forms, from gummies and other candies to baked goods and drinks. Once outside the packaging, there’s often no way to tell the difference between a marijuana edible and its mainstream counterpart.



3 Days Only

20% OFF

APRIL
13-15

STOREWIDE

Kitchens, Baths, Floors, Windows, Doors, and a whole lot more at the
GUARANTEED LOWEST PRICE

This means that saying “no edibles” because you don’t like the idea of your tenants using marijuana is even more of a losing battle than banning vaping. It’s also unlawful. The good news is, edibles don’t damage your rental (even if your tenants bake their own brownies, it’s no more a risk than baking regular desserts), or infringe on others’ enjoyment of the property.

So why not insist your renters keep their marijuana consumption limited to edibles? The simple answer is, not everyone can tolerate edibles. People who get medical relief or enjoyment from smoking or vaping cannabis may find that edibles make them paranoid or anxious. Edibles in the right amounts shouldn’t make someone any more paranoid than smoking marijuana would, but it’s easy to overdo it. Why?

THC may not be evenly distributed throughout an edible, making dosing less exact. The effects of edibles also take longer to kick in than smoking or vaping, as you are consuming food, not inhaling smoke or vapor. This can lead to over consumption, particularly among new users who may not know how long to wait before determining whether they need to consume additional product. For these reasons, some users will not be able to substitute for vaping or smoking.

WHEN YOU MAY NEED TO SAY, “NO MARIJUANA AT ALL”

There is one situation when you will need to tell your renters that any use of marijuana is prohibited in your rentals. That is when your renters take part in any federal housing programs, or if your unit is part of a federal housing program.

As of this article’s publication, cannabis was still illegal on a federal level. That means that marijuana use, even for medicinal purposes, is prohibited in federally subsidized housing. Doing so can get your renter kicked out of the program. If your unit is part of a federally subsidized housing program, such as Section 8, you could be barred from participating if you are found to be in violation of the law.



Many leases have no-smoking addendums, prohibiting smoking cigarettes on the premises. (Image License: Unsplash)

This is something that activists are trying to change, but right now, cannabis is not allowed in federally subsidized units.

This means you must tell your renters they cannot consume weed in the rental. Will you be able to catch them and stop them if they vape or consume edibles? Probably not. Do you still need to tell them it’s not allowed? Yes.

There is one exception. That is for CBD products derived from hemp with less than 0.3% THC content. As of 2018, these products are legal on the federal level.

CONCLUSION: SET EXPECTATIONS, BUT BE REALISTIC

If you have a Section 8 property or similar, you will need to be clear that marijuana use is not allowed. Remind your tenants that their voucher is also at risk if they violate federal law. But other situations require setting realistic expectations for tenant behavior.

You may not want people smoking on your property, and that’s completely understandable, especially if you have a multi-family unit where others may be affected by the smoke. However, if your issue lies with cannabis use in general, you may have trouble banning other forms of consumption. Given the health concerns surrounding vaping, we can’t

suggest you encourage your tenants to vape rather than smoke. But when it comes to damaging the rental, vaping is arguably the lesser of two evils when compared with smoking. Allowing it may keep your tenants from violating the “no smoking” clause in your lease; banning it is going to be hard to enforce. Prohibiting edibles is illegal, but edibles consumption is unlikely to harm your rental.

If your tenants begin causing damage or otherwise violating the lease because of their cannabis use, proceed accordingly as you would for any other lease violation. As always, run any decisions you make by your attorney before acting. [ML](#)

Point your camera app here to read more online.



SCOTUS Rules: Home Equity Theft is Unconstitutional

By Kimberly Rau, MassLandlords, Inc.



Until the Supreme Court ruled it unconstitutional, home equity theft was legal in Massachusetts. (Image License: Unsplash)

Municipalities that foreclose on homes for overdue taxes may not keep equity in excess of the homeowner's debt.

A May 25 ruling from the U.S. Supreme Court determined that local governments that foreclose on homes for outstanding tax bills must return any excess property equity to the homeowner, a decision that impacts current Massachusetts law.

Geraldine Tyler owned a condominium in Hennepin County, Minn., but owed approximately \$15,000 in back taxes, including interest and penalties. The county took possession of the property and auctioned it off for \$40,000. Instead of returning the excess \$25,000 in equity to Tyler, the county kept it, which was allowed under state law. Tyler sued, and in *Tyler v. Hennepin County, Minn.*, the U.S. Supreme Court unanimously

ruled that such “equity theft” was unconstitutional.

In its opinion published after the ruling, the SCOTUS cited the Takings Clause in the U.S. Constitution, which states that governments may not take private property for public use without appropriate compensation.

“History and precedent dictate that, while the County had the power to sell Tyler’s home to recover the unpaid property taxes, it could not use the tax debt to confiscate more property than it was due,” the opinion read.

“Significantly, Minnesota law itself recognizes in many other contexts that a property owner is entitled to the surplus in excess of her debt. If a bank forecloses on a mortgage property, state law entitles the homeowner to the surplus from the sale...Minnesota may not extinguish a property interest that it recognizes everywhere else to avoid paying just compensation when the State does the taking,” it continued.

HOW DOES TYLER V. HENNEPIN COUNTY IMPACT MASSACHUSETTS?

This decision will affect many states around the country. According to home-equitytheft.org, 13 states, including Massachusetts, allow local governments to retain excess equity after a home is foreclosed on and sold. Nine more permit such practices in more limited situations. These states will have to change their laws to reflect the SCOTUS ruling.

Massachusetts’ process for handling tax lien foreclosures is spelled out in MGL Chapter 60. In Massachusetts, municipalities may auction foreclosed properties themselves or sell them to private parties to auction off. MGL Ch. 60, Section 64, specifically states that a judgment of foreclosure gives the municipality or private party “full title of the property.” An [informational page](#) on tax lien foreclosures is clear what that means.

“The taxpayer does not receive their equity...in the property,” the page reads.

“Even if the value of the property is more than the redemption amount, the taxpayer will lose all that value when a judgment of foreclosure issues.”


A 2017 study by Ralph D. Clifford, a law professor at UMass-Dartmouth, estimated that Massachusetts property owners lose around \$56 million in home equity annually through the tax foreclosure process. A January 2023 story in the *New Bedford Light* found that many homeowners who lost all their home equity through tax foreclosure owed just a few thousand dollars in taxes. This represented a fraction of the equity realized through foreclosure sales.

HOW WILL MASSACHUSETTS COMPLY WITH THE SCOTUS RULING?

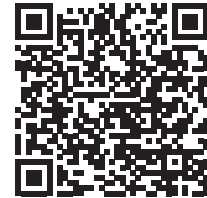
What happens next? Previous efforts to prevent home equity theft in Massachusetts have failed in the Legislature as well as the courts, but this recent ruling forces the state's hand. Municipalities can still foreclose on properties that are tax-delinquent, but they cannot take more than they are owed from the home's equity. This is immediate relief from the highest court in the land, making any other law unenforceable.

However, this court decision refers only to state foreclosure. Banks may still be able to take your property and then steal

equity and may need further legislation to end that practice.

If you have experienced equity theft for a property you once owned, we'd like to hear from you. Email us at hello@masslandlords.net. 

Point your camera app here to read more online.



MassLandlords Thanks Our Property Rights Supporters

Property Rights Supporters make monthly contributions earmarked for policy advocacy.

OWNERS COOPERATIVE

\$100 and Up Arrow Properties, Inc. Allison Gray. Curtis Corliss. Haddad Real Estate. Hilltop Group Holdings. Rich Merlino. Premier Choice Realty. Spring Park Properties. Stony Hill Real Estate Services.

OWNERS CLUB

\$50 to \$99 Erin Zamarro, Real Estate Broker. Foxworth Properties, LLC. Michael Goodman. Paul Griffin. Harbor View Realty Trust. Hilltop Realty. Brian Keaney. Mary Norcross. Jim O'Brien. PCPA LLC. Shamrock Management. Slope Properties LLC. Bob Smith. Michael Totman. Urban Lights LLC. Winsser Realty Trust. Witman Properties Inc.

WORKING TOGETHER CLUB

\$20.25 to \$49 557 Union Avenue Realty Trust. Yan Alperin. Beacon Hill Property Management. Broggi R.E. & Property Mgmt Inc. Linda Caterino. McCharles Craven. CHELSEACORPLLC. Michael Donahue. Bob Finch. Lucille Fink. Dana Fogg. Royce Fuller. GMC Property Management LLC. Haverhill Multi-Family, LLC. Janice E Sawyer Family Trust. JCCarrig Real Property. Karen Jarosiewicz. King Craft Property Mgmt. Matthew Maddaleni. Kristina Midura-Rodriguez. Vincent Monaco. Jill Monahan. Darlene Musto. Alex Narinsky. Liz O'Connor. Olson Apartments. Glenn Phillips. Cheryl Popiak. Ted Poppitz. Real Property Management Associates. Chris Rodwill. Alexandra Schoolcraft. South Shore Apartments, Wembley LLC. The Claremont Living LLC. Webber and Grinnell Insurance. Lorenzo Whitter.

WORKING TOGETHER CIRCLE

Up to \$10 AAMD MGT. AFL Properties. Ascorp Inc. Bernard Welch Realty Inc. Chris Adler. Lori Amara. Rob Barrientos. Ray Boylan. Broggi R.E. & Property Mgmt Inc. CC&L Properties, LLC. Corofin Properties. Demers Enterprises. Liz Dichiara. Dietschler Properties. Eastfield Family Trust. Energywise homes, Inc. Deborah Entwistle. Margaret Forde. Forge Property Management. Erik Govoni. Ross W. Hackerson. Lori Haims. Hancock Holdings LLC. Mike Hempstead. JD Powers Property Management LLC. JMG Realty & Investments. Gayle Joseph. Catherine Jurczyk. Kee 55, Inc. Agency Account C/O Ercolini. Kubera Properties. John Kubilis. Altagracia Lama. Jo Landers. Geri Ledoux. Brandon Lee. MassBay Group. Shane McGlone. Anthony Membrino. Ana Monte. Pavel Novikov. Jordan Nunley. Michael Ozog. Mary Palazzo. PJM Property Management. Alvan Pope. Tara Pottebaum. Property Realty Group LLC. Douglas Quattrochi. Real Property Management Associates. Kathryn Rivet. Lisa Rizza. Cary- Amy Rose. Michael Siciliano. Jonathan Siegel. John Siri. Joann Strub. Summit Rentals LLC. TJB Properties. Topaz Realty Trust. Vadim Tulchinsky. Snaedis Valsdottir. Mark Waitkevich. Stuart Warner. Westmass Apartments LLC. Kim Wu. Alexa Zaccagnino.

One-time and bespoke donations sincerely appreciated, too numerous to list here.

To join, complete a pink sheet at any MassLandlords event or sign up online at MassLandlords.net/property.



FORD'S HOMETOWN SERVICES



**YOUR ENVIROMENTAL
✓ PEST AND LAWN
PROFESSIONALS**

FORDSHOMETOWN.COM



OVER 100 ALL 5-STAR GOOGLE REVIEWS



CAMBRIDGE SAGE

#1 Landlord-specialist Realtor in Cambridge, Somerville and surrounding towns

- | | |
|--|---|
| <input checked="" type="checkbox"/> Deep expertise in multi-family sales, purchases and rentals in Cambridge, Somerville and Medford | <input checked="" type="checkbox"/> FREE property upgrade consults |
| <input checked="" type="checkbox"/> FREE property valuations | <input checked="" type="checkbox"/> FREE rental pricing recommendations |
| <input checked="" type="checkbox"/> FREE leasing services - only tenants pay broker fee | <input checked="" type="checkbox"/> FREE vendor recommendations for handymen, cleaners, snow removal and more |
| <input checked="" type="checkbox"/> FREE lease renewal services for existing clients | <input checked="" type="checkbox"/> No commitments or contracts for rentals |

CALL TODAY FOR YOUR FREE CONSULTATION WITH CAMBRIDGE SAGE:

📞 617-833-7457

✉️ SAGE@CAMBRIDGESAGE.COM



Tell Your Rep. and Senator: Don't Band-Aid Rental Assistance and Triple Court Duration

By Kimberly Rau, MassLandlords, Inc.

Fiscal Year 2024 budget outside sections House 28 and Senate 48 would Band-Aid rental assistance, tripling court duration with no long-term benefit for renters.

The Fiscal Year 2024 state budget has been passed by the House and Senate in different forms. Now a conference committee will reconcile the two. Both versions contain provisions that would Band-Aid rental assistance and triple court duration for landlords and renters seeking access to mediation or trial. Members and the public should contact their representative and senator in opposition.

Specifically, House budget outside section 28 and Senate budget outside section 48 reinstate Chapter 257 of the Acts of 2020. This was a pandemic era law that lapsed earlier this year. It was right to lapse it, because housing providers and renter advocates couldn't agree on how to solve this shared problem. Even worse, the Senate version attempts to backdoor part of the controversial and ill-conceived eviction sealing bill.

If rental assistance and its administration remain underfunded, pausing evictions is actively harmful. Better for the landlord and renter to mediate a judgment than wait for months only to be denied.

Ask your representative and senator to write to the budget reconciliation committee. Ask them to oppose these sections, the Senate version most of all.

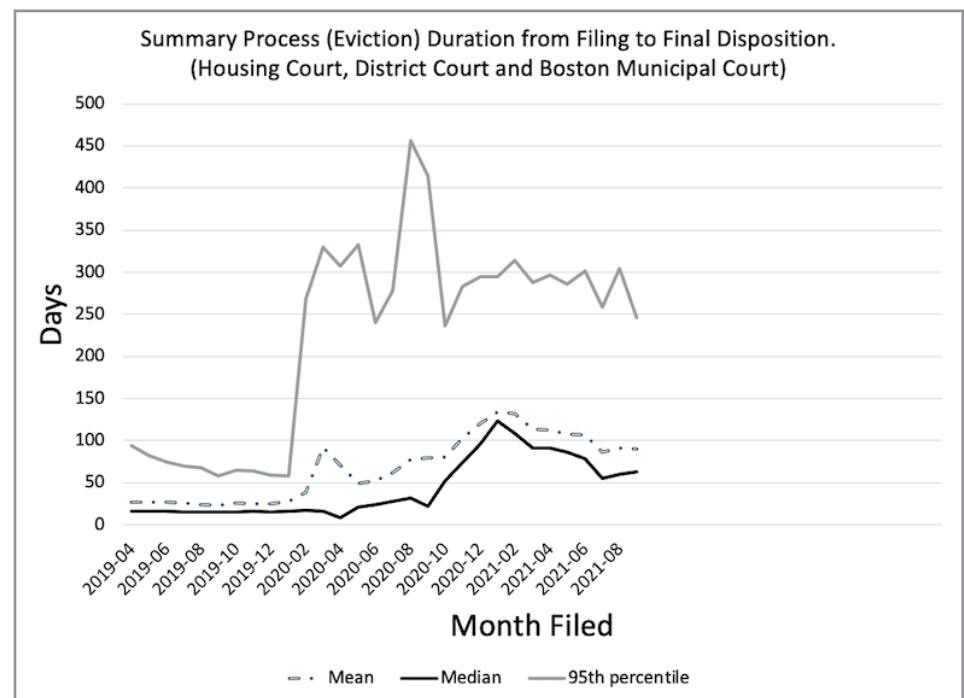
1. BUDGET SECTIONS HOUSE 28 AND SENATE 48 BAND-AID RENTAL ASSISTANCE

Renters and landlords agree that rental assistance takes too long. This is why Chapter 257 of the Acts of 2020 was originally passed: eviction cases for nonpayment were paused while applications for rental assistance were figured out. This was a pandemic Band-Aid. Now, more than three years later, rental assistance remains broken.

Ask a regional administering agency and they may say the turnaround time is three weeks. That's from the moment they

acknowledge receipt of all required documentation. In practice, from the time a renter and a landlord both ask for help, it can be months and months before either one knows what's missing. The courts have to pause mediations while we wait. But since applications are not public, not even the case workers sitting in the courts can find out about some applications.

MassLandlords has been in litigation against the Executive Office of Housing and Livable Communities (formerly the Department of Housing and Community Development). They had lost 47,000 out of the 151,000 applications for rental



The pandemic closed the courts, causing 95th-percentile case duration to more than triple, and mean and median case duration to triple. Chapter 257 of the Acts of 2020 was signed December 31, 2020, and sustained these long court durations despite the courts having reopened. Licensed CC BY-SA 4.0 MassLandlords, Inc.

assistance as of when our litigation started. They refuse to release records about this. They are still losing applications! We've grossly underfunded them. This is a shared problem the budget could fix!

2. THE BUDGET SHOULD BE USED TO FUND RENTAL ASSISTANCE AND ITS ADMINISTRATION, NOT BAND-AID IT

Nothing could be less enlightened than to take a budget problem, write a non-budget law about it, and attach it to the budget. But this is exactly what has been done. The House and Senate budgets could increase funding for rental assistance to renters. They could increase funding for agencies to administer it. They could increase funding for technology to do it better in the long-term.

Instead, House Section 28 and Senate Section 48 are completely unrelated to the budget. There is not a single dollar provision in them. Except for the fact that the longer an eviction takes, the more attorney time is involved, the more we need legal services. Chapter 257 of the Acts of 2020 tripled court duration however you measure it (mean, average, 95th percentile, etc.). The same amount of rental assistance applied faster would have had better outcomes for all with less lawyering.

If rental assistance is not enough to stabilize a tenancy, it cannot be paid out. The longer it takes to get, the less likely you are to get it.

3. THESE BUDGET BAND-AIDS ARE ACTIVELY HARMFUL

If you really cared about renters, you'd allow landlords and renters to mediate. Why? Because mediation prevents between two-thirds and 90% of all summary process filings from becoming physical evictions. Mediation is hugely successful. But these budget sections forbid it through careless wording about judgments.


If you really cared about renters, you'd be using the budget to ask for increased rental assistance limits, like we have done in 193 H.1317 and H.1374. Why? Because no amount of delay can change the fact that we're in a housing crisis, and that the short-term solution is rental assistance. But these budget sections have no budget.

If you really cared about renters, you wouldn't dream of moving toward eviction sealing, the way the Senate version does. Eviction sealing in any amount causes landlords to mistrust the court records and increase income requirements and credit score minimums on all rental applications. This harms especially good applicants with no prior

records. But the senate version sneaks in eviction sealing.

With rental assistance and its administration underfunded, pausing evictions helps no one and hurts many. Arrears will grow beyond the point where rental assistance could have helped. Applicant after applicant will be denied and evicted.

We need to get renters and landlords in the same room at the same time to solve these issues with a separate piece of legislation, like 193 H.1317 and H.1374. The housing crisis is too big and complicated for the short-term response to be tacked onto the budget like an afterthought.

Write your representative and senator to tell them you oppose House Budget Outside Section 28 and Senate Budget Outside Section 48, and the Senate one is the worse of the two. 

Point your camera app here to read more online.



HEALTHY HOMES FOR BETTER LIVING!



- Indoor Air Quality
- Lead Paint Inspections
- Mold Testing & Analysis
- Serving all of MA & NH

1 Arcadia St.
Dorchester, MA 02122

Phone: 617-288-8870
Fax: 617-282-7783

Inspections@asapenvironmental.com
www.asapenvironmental.com

Call Toll Free: 800-349-7779

Osterville Brockton Rockland Worcester Lawrence
508-428-1669 508-580-4800 781-982-8700 508-755-7320 978-686-0003

TEAM
Impressa
Where experience counts



Real Estate Sales & Leasing



A Contemporary Real Estate Brokerage

menard-bostonrealestate.com

barbara@teamimpressare.com

617-935-3044

Should You Allow Your Renters to Keep Chickens or Bees?

By Kimberly Rau, MassLandlords, Inc.

The trends of backyard poultry and beekeeping are on the rise. What should you do if your tenants want to give them a try?

Keeping backyard chickens or bees isn't just for farmers and specialists anymore. Many residential properties proudly host chicken coops and beehives. And with a little attentiveness to what your neighborhood will bear, you could easily lock in some local good will, and attract longtime tenants, if you're willing to offer the opportunity to your renters.

The practices of keeping backyard chickens and bees have exploded in popularity in recent years. Current estimates indicate that Massachusetts is home to more than 4,000 beekeepers, managing more than 40,000 hives across the state. We were not able to find Massachusetts-specific data about backyard chickens, but one 2018 survey shows that approximately 10 million U.S. households kept chickens.

Keeping chickens or bees can have perks, including environmental benefits. But should you allow them at your rental properties? Here's what to consider if your tenant wants to try their hand at home beekeeping or chicken raising.

Check Your City or Town Bylaws About Chickens and Bees

First things first: check what your municipality allows regarding keeping poultry and bees in residential areas. Though the state of Massachusetts does not require a permit for beekeeping, cities and towns may have more strict rules. For instance, beekeeping is legal in Cambridge, but residents who wish to do so must apply for a permit. However, New Bedford prohibits beekeeping.

The laws surrounding chicken keeping vary widely from town to town. For example, every one of the 15 towns on Cape Cod appears to have different rules for poultry keeping. Falmouth



Chickens are adorable, and can provide fresh eggs and enjoyment for their keepers. But do your homework before allowing them in your yard. (Image License: Unsplash)

simply requires that people who keep chickens adequately care for and shelter their birds. Mashpee requires you to register your poultry with the town and have annual inspections, and roosters are not allowed on plots less than five acres in size. Yarmouth allows chickens but requires you to have a license and has detailed rules about setbacks, coop design and maintenance. Provincetown requires a permit from the Board of Appeals for any lot smaller than five acres in size. And that's just on the cape. You may be surprised to learn what rules your city does – or does not – have about chickens.

Make sure you check separately about whether roosters are allowed, and be considerate of your neighbors. People who might not care about a flock of relatively quiet chickens may have different feelings about roosters. Contrary to what cartoons would have you believe, they don't only crow when

the sun comes up. Even if your town says roosters are okay, you don't want to be the source of multiple noise complaints when Foghorn Leghorn starts up at all hours.

There are so-called no-crow collars that you can purchase for roosters to wear, but they're not a miracle cure. The [No-Crow Rooster Collars](#) page states that "[t]his collar is not guaranteed to fully stop your rooster from crowing. Rather, it is designed to significantly reduce the volume of his crowing."

WHAT ARE THE BENEFITS TO KEEPING BACKYARD CHICKENS?

Proponents of backyard chicken coops are more than willing to sing the praises of keeping poultry mere steps from the back door. The [Happy Chicken Coop](#) has a laundry list of reasons why home chickens are the way to go. Chickens will keep the insect population in the yard lower, eat weeds and weed seeds,

provide fertilizer for the garden and till the soil.

And of course, there are fresh eggs. Chickens who have reached peak laying age will average an egg a day, keeping their owners, and probably their neighbors, in fresh eggs year round. If you have a multi-family property, you can even put in the lease that eggs should be shared with other residents. Egg production is based around hours of daylight, but with artificial light, chickens will lay eggs through the winter.

If you are worried about the lawn, try not to be. There are ways to keep the grass green and the chickens happy. Chickens do love to eat grass, but a few chickens won't be able to take out an entire yard's worth of it. Keeping the flock appropriately sized for the lot will keep this under control.

That said, the nitrogen in chicken waste can kill grass if allowed to build



Protect Your Home

JJM INSURANCE
AGENCY

| tel. 508-791-1141
| info@JJMInsurance.com
| fax 508-753-5630

up. A free-ranging flock will distribute its poop fairly evenly, minimizing the problem (chicken poop is actually great fertilizer). If waste builds up in a chicken run, the area under the run will be smothered and grass won't grow. Keeping the run clean will help with this issue if free ranging is not an option. And regardless of whether you can free range the chickens, your tenants must keep the coop clean to ensure the birds stay healthy.

Coop cleaning is not a quick task, but it's important that it is done frequently. If your tenants keep chickens, ask that they keep a coop cleaning schedule, including how long it takes them to clean the structure, and what products and tools they use. If they can't do this, don't allow them to keep chickens. Otherwise, the mess you will be left with when they move out is going to fall to you to clean up, and it's going to be incredible.

WHAT ARE THE BENEFITS TO BACKYARD BEEHIVES AND MASON BEE HABITATS?

The two types of bees people most like keeping are honey bees and mason bees. Both types of bees can be kept fairly easily in yards with the right habitats, and they are not terribly expensive. Both types of bees are pollinators, meaning they are excellent for the environment, and honey bees also make honey, which is delicious.

Both honey and mason bees are relatively calm species, but they do have some differences, including appearance.

Honey bees are social creatures that live in hives. Since a bee's hive houses their queen as well as their honey supply, a honey bee will come to its defense. However, honey bees don't sting without reason. A female honey bee's stinger is barbed, meaning she will die once she has stung something. This makes honey bees unlikely to sting someone unless they, or the hive, are threatened.

Mason bees are solitary creatures that live in their own little crevices. That's why mason bee habitats look so different from beehives. Mason bees have smooth stingers, meaning they won't die if they sting someone, but they rarely find cause to. Without a hive to protect, mason

bees are not usually defensive. As a side note, mason bees do not chew into wood to make their habitats. Those are carpenter bees.

Honey bees make honey and pollinate the surrounding area. But since they have a hive to support, honey bees bring most of the pollen back to the hive for the colony's use. Honey bees are not native to the United States, but the general consensus is that hobby hives do not create enough competition with native pollinators to cause problems.

The real super pollinators are mason bees. They do not produce honey, or have hives to support. This means they are not bringing large amounts of pollen back to the hive with them. Just 250 to 300 female mason bees can pollinate an entire acre of apple or cherry trees. This makes them 120 times more effective than honey or bumble bees at pollinating an area. As a bonus, most species of mason bees are native to North America.

There are more differences between mason and honey bees, but those are the most relevant ones for this article. Either species will provide environmental benefits, and honey bees will also provide honey to their keepers.

WHAT ARE THE DRAWBACKS TO KEEPING CHICKENS OR BEES?

First and foremost, both chickens and bees require a large time commitment from their keepers and should not be purchased on a whim. But what are some of the drawbacks?

CHICKENS REQUIRE CONSTANT CARE AND MAY ATTRACT PREDATORS

Chickens need daily tending, including fresh water and food, and frequent coop cleaning. Their coop must be kept safe and secure from the elements as well as predators. Eggs must be collected. Chickens can get sick and may require medical attention. If your renter wants to take a vacation, they will need to find someone who can properly care for the birds in their absence. This may be tricky depending on who they know.

As stated earlier, chickens may also be bad for your lawn if there are too many of them or they are not properly cared for.

Make sure your tenant is prepared to do so (and that they know you will deduct from the security deposit to fix the lawn if necessary).

Finally, chickens may attract natural predators in the area, including coyotes, foxes, skunks and hawks. Your neighbor's cats or dogs may already be doing that job. But recently, Massachusetts has seen an uptick in bears killing chickens and damaging coops, to the point that the incidents have become the number one source of conflict between humans and bears in the state. It's important that any chicken coops be properly secured, preferably (per the Division of Fisheries and Wildlife) with an electric fence around the coop.

HONEY BEES AND MASON BEES REQUIRE ATTENTION

Honey bees may be wild animals, but kept bees require care from the people who own them. They need a constant source of fresh water; space around their hives (particularly in their flight path), feeding and constant attention to ensure the hive is healthy. The hives are full of honey, making them susceptible to pests, including ants and mites. Then there is the process of collecting honey, which requires time and attention to detail. This is not a "set it and forget it" operation by any means.

Honey bees may also swarm. This happens when large numbers of honey bees break off from the main hive to form new colonies, and is a sign of a healthy hive. Though swarming is not typically dangerous, it can be alarming for people who do not understand honey bee habits. You may get frantic calls from the neighbors if they see a swarm. Communicate with the neighbors and encourage them to contact the tenant if they see one. Your tenant should then call an experienced beekeeper to relocate the swarm if they are not well-versed in doing so themselves.

Mason bees are comparatively easy to care for, but you must harvest their cocoons in early summer, or risk your bee population getting sick from parasites or disease. This is not a difficult process, but it can be off-putting to some (there are videos online of mason bee habitat

cleaning, and they can be gross). If your tenant is not willing to put the work in for mason bees and literally get their hands dirty, this may not be the hobby for them.

A BEEKEEPER LANDLORD'S PERSPECTIVE: USE CAUTION, AVOID MULTI-FAMILY PROPERTIES

MassLandlords member Val Mayo is the vice president of the Boston Area Beekeepers Association, and has advocated for code changes that would allow more people to keep bees in urban environments. Despite her love for bees, she urges landlords looking to allow beekeeping in rental situations to proceed with a lot of caution.

"I care about beekeeping, I care about tenants, I care about the landlords," Mayo said. "I don't want to take away opportunities." But, in addition to local restrictions and setback rules, there can be hidden challenges to keeping pollinators on the property.

"I couldn't get people to work on my property for quite a few years because I have an apiary and I had to make some adjustments," Mayo told MassLandlords, adding that heavy construction sounds

can also make bees more defensive. "People are afraid and it is a liability."

Mayo noted that the situation is particularly precarious in multi-family arrangements, where tenant disagreements could lead to someone attempting to sabotage the beehives. She does not recommend apiaries or chicken coops for multi-family properties.

"I would feel differently if the property is a single-family home," she said. "But multi-family can become a problem. It adds another layer of liability and management."

This may not be what you're wanting to hear if you are a bee enthusiast, but it's practical advice from someone who is both a beekeeper and a landlord. If you are looking to allow beehives of any kind, particularly to a multi-family arrangement, make sure you are in local compliance and that everyone is on board with the plan.

HOW TO TALK TO YOUR TENANTS WHO HAVE BACKYARD ANIMAL REQUESTS

Now that you have some basic knowledge about beekeeping and backyard chickens, you will be well-informed if your renters,

or prospective renters, approach you asking about an apiary or chicken coop.

If you know that you absolutely do not want to allow chickens or bees on your property, then there probably won't be much discussion. You can prohibit bees and/or chickens. If you feel this way about it, you should put it in your lease. But if you are on the fence, or think the request could be a good idea, read on.

The first thing you will want to consider is your renters themselves. Are they responsible? Do they pay their rent on time, communicate effectively with you, and take care of the property already? If the answer is "yes, these are model tenants," then perhaps you'll want to consider granting their request. Bonus: any renter who wants to put together something that is that hard to dismantle and move is probably planning to stay a long time.

On the other hand, if your renters are already showing a lack of responsibility with paying the rent, or cleaning up after other animals, or taking care of the place, you may want to hold off.

If you are inclined to consider their request, don't be afraid to put them on



Beekeeper and landlord Val Mayo says to use caution when considering allowing renters to keep bees. (Image license: CC by SA Val Mayo)

the spot a bit. You know the laws in your town, now ask them if they're aware of what the rules are. Ask them what their plan is for the coop or apiary, where they want to put it, and what their ideas are for keeping their animals safe. Find out what they plan to do when the lease is up, and make sure you specify that removing the coops or beehives are their responsibility if they move out.

Next, ask them if they've run their idea by the neighbors. If you have a multi-family lot, ask them if they've spoken to the people who literally live right next to them.

Find out if your renters have any prior experience with the animals they want to keep. Have they kept bees before, or raised chickens? If so, did they do so in a rental, and can they provide references? It's not necessarily a deal-breaker if they haven't done this before (everyone has to start somewhere), but if they have and can prove they did well with the task, that could go a long

way to reassuring you that the venture could be a success.

Finally, if you're sold on the idea, be sure to set limits for how many chickens or beehives you want to allow. Don't end up like the landlord who said their tenant could have some chickens, only to find out the renter moved 100 chickens and five mature roosters onto the property. We have an animal addendum that specifically recommends defining how many chickens are permitted, as well as the size and quantity of beehives or tunnels.

CONCLUSION

Keeping chickens or bees can be fun, educational and good for the environment. Bees are relatively low-impact on your property, and chickens, properly kept, shouldn't be too much trouble either.

However, it's important that you can trust your tenants to responsibly take care of the animals they choose to keep, not just for the sake of your property,

but for the sake of other tenants, the neighbors and the animals themselves. If you have any doubt about whether your renters can handle the full responsibility of keeping beehives or a chicken coop, you can easily fall back on the "no pets" clause in your lease, or discuss your concerns with the tenants. But as long as your municipality allows it, and you are comfortable with what your renters plan to do, you might get some fresh eggs or honey out of the deal. [ML](#)

Point your camera app here to read more online.



ARTICLE YOU MAY HAVE MISSED

Can Landlords Refuse Cash and Require Check or Electronic Rent Payments?

In 1978, Massachusetts made it illegal for retail establishments to refuse to accept cash, stating it was discriminatory to allow only certain forms of payment. But, do landlords have to follow that law as well when collecting rent?

Point your camera app here to read more online.





✿ Better Communities ✿ Better Policy ✿ Better Lives



Schedule Calls With Our Staff for Business Advice and Legal Information

For Just
\$90/HR

Or add the helpline to your membership for a low annual fee and rest assured that you will have one-on-one access to our counselors and attorney referrals for:

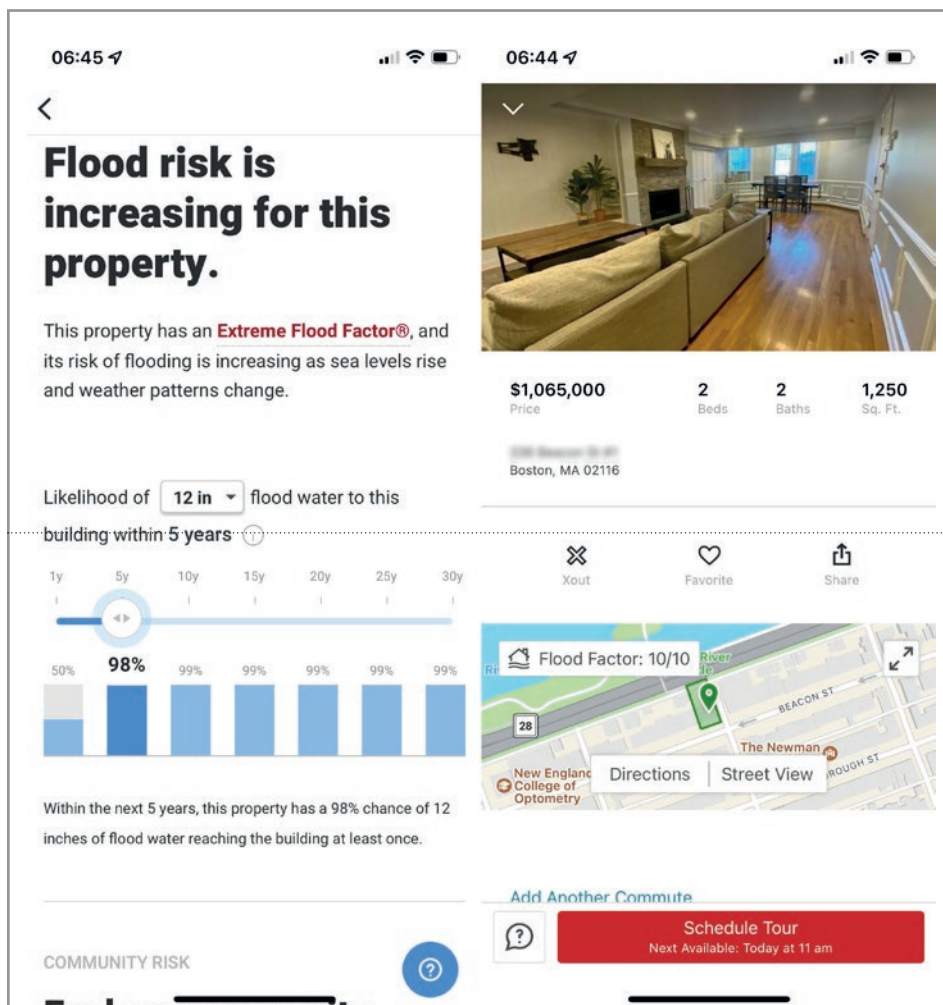
- ✓ Landlord rights and responsibilities
- ✓ Nonpayment of rent
- ✓ Contractor disputes
- ✓ Termination of tenancies and eviction
- ✓ Rent increases
- ✓ Angry neighbors
- ✓ Municipal fines or assessments,
- ✓ Building disasters
- ✓ Sleepless nights

Schedule a consult: **774-314-1896** or **hello@masslandlords.net**

Details and Prepayment:

<https://masslandlords.net/membership-confirmation-helpline/>

Climate Resilient Capital Testimony Filed to Address Flood Risk, Managed Retreat



This April 2022 condo listing for Back Bay, Boston shows a 98% risk of 12 inches of water in the next five years.

MassLandlords has filed testimony in support of 193 HD2689 H.736 An Act Establishing the Climate Resilient Capital Task Force to address flood risk and managed retreat.

On Monday June 19th (working through the holiday as normal), MassLandlords filed testimony in support of state bill 193 HD2689 H.736 An Act Establishing the Climate Resilient Capital Task Force. Thousands of properties throughout the commonwealth of Massachusetts now have a greater than 90% chance of at least 12 inches of floodwater in them during the next five years, but almost no one is talking about it. Long-term, flood risk affects even more properties. This bill would create a task force to examine the relative costs of doing nothing, of building flood defenses, and of “managed retreat.” The bill would use the public offices of the capital and one neighborhood as case studies.

The bill would create a three-year, 17-member task force to study the low-likelihood, high impact type of hurricane expected by 2100, and the worst-case sea level rise at that timeframe. Given this scenario, we would compare the cost of doing nothing (status quo), the cost of defense, or the cost of preemptively moving homes, businesses and infrastructure out of harm’s way. The bill uses a long-term timeframe, even though flooding is imminent, to show the challenges and costs of coastal defenses.

Flood risk has been climbing steadily due to climate change and global heating. The flood risk we see over the next five years is a result of several flood types converging: increased rainfall and increased likelihood of river flooding (immediate risks to basement properties), storm surge (medium-term risk to coastal properties) and base sea level rise (long-term risk to Eastern Massachusetts and the Pioneer Valley). The testimony walks the legislature through these different kinds of flood risk.

Although the bill definitely should pass into law, it is unlikely to. Most successful bills are dual-filed House and Senate, but our limited staff and grassroots resources filed the bill in the House only. Also, most successful bills have many cosigners;

our bill has one genuine sponsor, Representative LeBoeuf, and for his support we are very grateful.

We are referring to the bill as the “Don’t Look Up” Act, after the film produced in Boston in which an asteroid is used as an allegory for climate change. In the film, many smart people looking far ahead urge action, but economic and political systems do not produce the desired result.

Absent a coordinated approach to managed retreat, buyers are advised to use United States Geological Survey elevation data or First Street Foundation “Flood Factor” (available on listings at Redfin.com and Realtor.com). Purchase or divest wisely.

Our 16 pages of written testimony can be [read online](#).

The written testimony supports oral testimony given by Executive Director Doug Quattrochi the week prior.

If you are interested in advocating for a climate resilient capital and neighborhoods, please contact us at hello@masslandlords.net. 

Point your camera app here to read more online.



MOLD REMEDIATION

If your home or commercial building has a mold problem, don't hesitate to enlist Restoration 1's certified mold remediation specialists to help you with mold cleanup and restore your property to normal.



WATER DAMAGE

We use advanced restoration equipment and techniques to deal with problems arising from flooding of a burst pipe or a flash flood caused by severe weather.



FIRE DAMAGE

Though many belongings and memories may have been lost in a fire, our property restoration specialists promise quality work and restoration services to ensure your property is like new again.

**WE OFFER SOLUTIONS FOR
WATER, FIRE, SMOKE AND
MOLD DAMAGE**

E: bob.couture@restoration1.com

C: 413-251-3190

restoration1.com/springfield-ma/





An occasional roundup of MassLandlords media mentions and appearances by association representatives. Compiled by Eric Weld, MassLandlords, Inc.

The second edition of MassLandlords In the News features media appearances pertaining to the expiration of Chapter 257 of the Acts of 2020, on March 31, 2023, a pandemic law that halted eviction cases for renters who had rental assistance applications pending.

FRIDAY, MARCH 31

MassLandlords Executive Director Doug Quattrochi commented in a Boston.com article about Massachusetts Representative Ayanna Pressley's call for extending Chapter 257, the law (since expired) that suspended evictions cases for renters who had active rental assistance applications.

"Chapter 257 is not working properly because the courts and the landlords have no visibility into the rental assistance process. The state loses applications," Quattrochi said. "All we would want to the state not replying to rental assistance applications. In fact, if renter advocates sat down at a table with us, we could come up with a much better solution. We don't want to lose our customers."

» [Read the article](#)

**WEDNESDAY, MARCH 29
(AIRED THURSDAY, MARCH 30)**

Doug Quattrochi appeared as a guest on the Baystate Business podcast, on Bloomberg.com, with hosts Tom Moroney and Joe Shortsleeve, commenting on the expiration of Chapter 257 (on March 31).

Quattrochi commented on the state of rental assistance and what might happen as a result of the Chapter 257 expiration without further steps to solidify rental assistance programs, such as proposed legislation by MassLandlords to make RAFT a permanent program.

"We're in support of rental assistance," Quattrochi said on air, speaking for MassLandlords membership, "I think for us the question is, is the current law really working for everybody or can we revamp it in a way that works better for everyone?" He pointed out that DHCD (now called EOHLC, Executive Office of Housing and Livable Communities) misplaced 47,000 applications for rental assistance since the pandemic, resulting in eviction cases across the state. "Let's make rental assistance actually show up on time when it's supposed to when needed in court," he said. "Landlords really want there to be an effective rental assistance safety net. All landlords want this rental assistance to work."

» [Listen to the program](#) (beginning at minute 44:05).

TUESDAY, MARCH 28

Doug Quattrochi commented in a Boston Globe article by Diti Kohli headlined, "As evictions climb in Mass., one last measure to prevent them expires Friday," referring to the Chapter 257 expiration.

Quattrochi pointed out that protecting renters from eviction while rental assistance is in process makes sense to landlords, "but the actual implementation of it doesn't work that way." He cited the MassLandlords lawsuit against DHCD (now EOHLC) seeking information about the 47,000 rental assistance applications the department misplaced since the pandemic, resulting in thousands of unnecessary evictions.

» [Read the article](#)

Point your camera app here to read more online.



How to Deal with Noisy Tenants and Noise Complaints in Rentals

By Eric Weld, MassLandlords, Inc.

Noise complaints in rentals come in many varieties. Dealing with them requires communication, investigation and maybe some judgment calls.

Noise complaints are among the most common issues landlords deal with. Yet, how to deal with unreasonable noise and noise complaints in rentals can be one of the trickiest, case-by-case problems landlords and property managers encounter.

Noise complaints, in general, are on the rise. As populations grow, housing becomes denser and more people live closer together, it stands to reason that noise will increase, along with complaints about it, especially in urban areas. In both Boston and New York City, calls to 311 – a city hotline for general complaints – to report noise disturbances have shot up in recent years. (Many of these are for traffic noise and public noise generated by loud music at venues, for example, not always complaints against fellow tenants.)

There are laws, local ordinances and rental agreement provisions written to define noise and build parameters around how much and what kind of noise is permissible at which hours. Like the MassLandlords standard rental agreement, most leases include rules prohibiting tenants from making unreasonable noise, disturbances or other activity that interferes with other tenants' peaceful enjoyment of their homes.

(You may be familiar with the term "quiet enjoyment." This has absolutely

nothing to do with noise. This is a legal term of art from General Law Chapter 186, Section 14, which prohibits landlords from interfering with normal domestic activities, such as cooking, cleaning, watching TV, listening to music, talking, etc.)

State landlord-tenant law is actually silent about noise. So, what constitutes "noise" or "unreasonable noise" is subjective and, unless your town says otherwise, up for individual interpretation.

For one person, strumming the guitar at midnight after a late work shift provides needed catharsis. But for their downstairs neighbor with a bedroom directly underneath, it's a grating disruption keeping them awake. One tenant likes to rise at 8 a.m. and mow the lawn on weekends, perfectly within town ordinances. For their fellow tenants who prefer to sleep in on weekends, it's a nuisance.

Are there guidelines and tools that landlords can apply in dealing with noise complaints from tenants about other tenants? Can landlords mitigate excessive and unnecessary noise through preemptive lease provisions? Is there a template for landlords to follow when noise complaints come in? How best to keep noisy tenants from disrupting others' peaceful enjoyment of their domicile?

THE NOISE OF LIFE

Chances are if you live in a multi-family rental, you will hear your neighbors making noise sometimes. Noise is part of life, and the source of many tenant noise complaints are common, everyday activities. Other renters talking or arguing, listening to loud music or TV, walking



Image License: Unsplash

on hard floors and clanging pots and pans. Kids yelling or crying, running and bumping walls or playing instruments. Pet dogs barking.

Many renters' noise complaints can be handled with some deft communication and a little creativity and negotiation between the noisemakers and complainants, with mediation by a landlord or property manager.

James Thomson, an owner and manager of rental properties in Hampshire County, recently received a noise complaint from a tenant about a nearby couple arguing loudly.

"When the complainant called me, he was very distressed," said Thomson, "so I just listened, tried to sympathize and asked what he suggest I do." The tenant suggested a brief message to the arguing couple. "I waited a couple of days and sent a brief note to the neighboring tenants, saying only that I had received a 'report' about a loud domestic disturbance...and asked them to please consider that sound travels easily and to try to find other ways to resolve family disagreements." So far, Thomson has not heard back from the couple, but has not received any further noise complaints.

Stephen Bosco, who owns and manages rentals in Holyoke and has dealt with numerous noise complaints over the years, advises considering the full context around the complaint. "My first



The simple way for landlords & tenants to handle security deposits & assess damage to their units over time.



rule of thumb with these types of complaints is that the complainant is usually exaggerating,” he explained. “There have been a few cases early in my career where I made a concerted effort to verify the noise,” – including, he admitted, once sleeping on a tenant’s couch – “and discovered that it was a lot less severe than it had been described as.”

It’s when noise becomes unusually excessive, ongoing and/or happens during normal sleeping hours that it can boil into a problem that landlords have to deal with more deftly. Like tenants having loud, late-night parties, or screaming at one another every night in the wee hours for all to hear.

LOCAL LAWS

Laws and ordinances governing noise making vary slightly from municipality to municipality. Most noise laws prohibit excessive noise between certain hours, from late night to early morning. But much as these laws attempt to define noise – and some of them do try – their

often-complicated language (and legalese) still leaves ample room for interpreting when unreasonable noise is being made.

To wit, the state Department of Environmental Protection employs a noise law as part of its air quality control policy, mostly pertaining to the operation of heavy equipment. “A source of sound will be considered to be violating the department’s noise regulation (310 CMR 7.10) if the source produces a ‘pure tone’ condition – when any octave band center frequency sound pressure level exceeds the two adjacent center frequency sound pressure levels by 3 decibels or more.”

Is that clear?

The City of Boston includes noise ordinances as part of its air pollution control regulations. According to a City of Boston 2021 memo, the city bans noise louder than 50 decibels between the hours of 11 p.m. and 7 a.m. and noise louder than 70 decibels at any time, except during permitted construction. (The memo refers to Air Pollution Control Commission regulations that more specifically define

this parameter, with definitions of noise standards, sound pressure levels and distinctions for different zoning districts. As a standalone restriction, 50 decibels is a very low allowable noise level. It would prohibit running a hair dryer (90 dB), for example, or even normal conversation late at night (60 dB)).

Plymouth, rather than measuring noise in decibels, attempts to specify types of noises disallowed. “It shall be unlawful for any person or persons occupying or having charge of any building, structure, vehicle or premises or any part thereof in the town to cause or suffer or allow any unnecessary, loud, excessive or unusual noises in the operation of any radio, phonograph or other mechanical sound-making device or instrument, or reproducing device or instrument, or in the playing of any band, orchestra, musician or group of musicians, or in the use of any device to amplify the aforesaid, or the making of loud outcries, exclamations or other loud or boisterous noise or loud and boisterous singing by any person or group of

persons, or in the use of any device to amplify the aforesaid noise, where the noise is plainly audible at a distance of 150 feet from the building, structure, vehicle or premises in which or from which it is produced.”

Worcester illegalizes “persistent or repeated yelling, shouting, hooting, whistling, singing, or the making of other loud noises between the hours of 9 p.m. and 7 a.m.” that is audible from 25 feet or more in any direction, or “so as to annoy or disturb the reasonable quiet, comfort or repose of persons” in the vicinity.

You get the idea.

Depending on respective towns’ noise ordinances, such laws may assist landlords in addressing noise complaints among tenants. In particular, if one tenant is making excessive noise consistently in the middle of the night, despite multiple complaints and requests to stop, a local ordinance may support a notice to quit based on a breach of the law as well as the rental agreement.

More likely, however, given the difficulty of defining illegal noise, dealing with most noise complaints will take more creativity than relying on the law.

WHAT TO DO WITH NOISE COMPLAINTS

Noise complaints take many forms. They can be formal or informal, submitted via email, phone, a written note or in person. They could come at any time of day, including urgently in the middle of the night when allegedly excessive noise is occurring.

However noise complaints are levied, landlords and property managers are advised to take them seriously and act on them as quickly as possible. Your tenant did the right thing by bringing the complaint to you rather than confronting their noise-making neighbor directly. If left unattended, a simple noise complaint could escalate into a more serious tenant dispute.

Once you’ve received a noise complaint, you need details. First, talk with the complainant to gather specifics: What kind of noise is it? When did it or is it occurring? Once or ongoing? How often? How is it disrupting your quiet enjoyment? Is there any evidence of the noise, like a recording?

In many cases, during the course of obtaining details, it might become apparent that the noise and the complaint are mild and simply remedied. Maybe for upstairs neighbors with loud, hardwood floors, vinyl plank flooring with cork underlayment could fix the issue. Perhaps a late-night guitarist could simply move to another room not above bedrooms.

On occasion, some noise complaints may have to be weighed carefully. If a tenant complains repeatedly every time a neighbor’s baby cries, or files a complaint that a fellow tenant drives a loud car home late at night, it may require finesse in explaining that these are not actionable noises (assuming the car is muffled at a legal level). While some noise-sensitive people might argue that such noises impinge on the quiet enjoyment of their home, these noises are likely of normal, acceptable level. If a person lives in a multi-family environment, they have to accept that fellow tenants will, and are allowed to, make some noise.

In such cases, you may need to gently explain to your noise-sensitive tenant that these noises are part of everyday life in a multi-family complex. You might even suggest a sleep-enhancing device like the Hibernator, an affordable sleep mask with comfortable earmuffs that cancel noise. And if they absolutely can’t tolerate normal noise occurring around their home, they could consider relocating.

In Thomson’s case cited above, he also offered his distressed complainant an option to end his lease if he chose to. “I told him that I only want happy tenants and that if he needs to leave for any reason, I will gladly end his lease early. I think this was comforting rather than threatening, given the circumstances, though that might not be the right approach for every tenant.”

For noise complaints that do require action, once you’ve received details from the complainant, a talk with the person



Crying babies, kids playing instruments and other everyday domestic noises are part of residential living, though sometimes they can be the sources of noise complaints. Dealing with noise complaints often requires deft communication. Image: cc by-sa Wikimedia Commons

charged with making noise is necessary. Without the complainant present, point out the charge as evenly as possible. Find out the accused's perspective. It's possible they weren't aware that they were causing disruptive noise and they may volunteer a solution or cease the noise on their own once they are made aware it's causing disturbance.

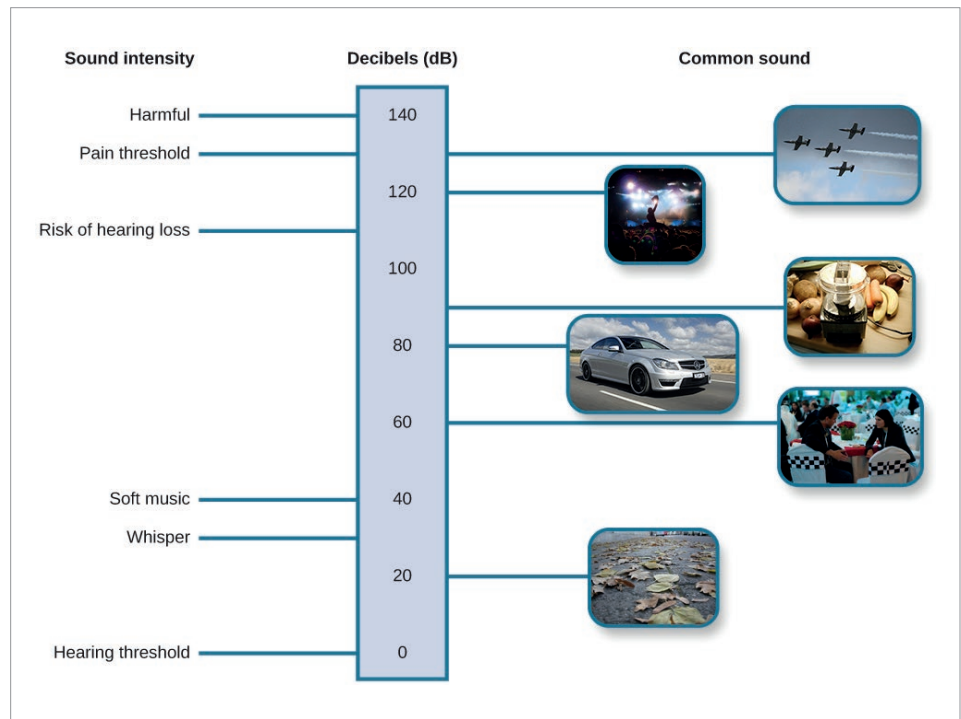
JUDGEMENT CALL: EXCESSIVE NOISE OR NOT?

When an excessive noise-making tenant does not agree with the complaint or just refuses to comply with a request to cooperate, the situation can become more complicated.

Still, it's important to remain objective and to continue gathering information. If there is no evidence of the noise available, you should discuss the matter with other tenants, without letting them know that there is a dispute. Maybe others have similar complaints with the charged tenant. Either way, more information will help determine how to move forward.

At some point, you may have to make a judgment as to whether a tenant's noise making is excessive. If it's determined that it is noise making that requires action, you have two subsequent options: 1) Try to work with the noise maker to stop or lessen the disruption. Turn down the TV, turn off the music at 10 p.m., stop hosting outdoor parties every Saturday night, or shift kids' instrument practice schedules, for example. And 2), If such remediation doesn't work, or if you have a defiant tenant unwilling to change their noise-making behavior even after being warned, you may have no choice but to issue a notice to quit.

Before issuing such a notice, be certain you have informed the noise perpetrator about what will happen if they do not stop making their disruptive noise; i.e., you will give them a notice to quit, based on a violation of the lease and unlawful behavior. A notice to quit can always be rescinded, giving the tenant a final chance to correct their noise making at the threat of eviction if they fail to comply. Otherwise, your ending the tenancy will send a clear signal that enough is enough.



This graphic, by Lumen Learning, indicates noise levels (in decibels, dB) of some everyday occurrences. Image: cc by-sa 4.0 Lumen Learning, Wikimedia Commons.

"I've had people who regularly cranked up the music until your teeth would rattle," described Bosco. "I've served notices to quit against such people, and even made summary process filings. I can't remember an example of anyone continuing with it after that. I haven't had to actually litigate it."

Moving to eviction is a final resort, and it's rare that a noise complaint goes that far. But if it does, make very sure the noise in question is a clear violation of the lease, and if possible, of local ordinance. Ideally, if you move to a court proceeding, you will have some kind of evidence of the noise that makes it clear it is not legal or allowed in the lease. (Remember: Massachusetts requires consent by both parties to record phone calls and conversations. If you try to record noise making clandestinely, make sure it doesn't contain voices without consent to record.)

Finally, an eviction case based on making noise may be a tough one to win in court. For a persistent noise maker that you want to vacate, instead of filing for eviction, you might consider alternatives such as cash for keys.

BEST PRACTICE: HEAD OFF NOISE ISSUES IN THE LEASE

Noise complaints, like other landlord issues, are best handled preemptively by defining as clearly as possible what is not allowed in the rental agreement. The MassLandlords lease includes a provision in which the tenant agrees to: "Ensure that there is no unreasonable noise or disturbances, loud parties, any illegal drugs or other illegal activity on the premises, or any other activity that interferes with the quiet enjoyment of the premises by other residents or neighbors, interferes with the management of the property, or threaten the Landlord or manager."

The MassLandlords lease also includes a stipulation to "treat neighbors and their visitors respectfully and resolve conflicts courteously." This clause, while subjective, at least serves as a reminder for tenants to be aware that they are living near other people and need to be considerate of them.

Some rental agreements might take a cue from town noise ordinances and list certain hours and decibel levels that define how much noise is allowed at certain times of day within a multi-family property.

Specificity in the lease not only establishes rules around noisy behavior before and during the tenancy. It also will greatly assist in the event disputes around noise making escalate to the point of forcefully removing a tenant from their rental unit.

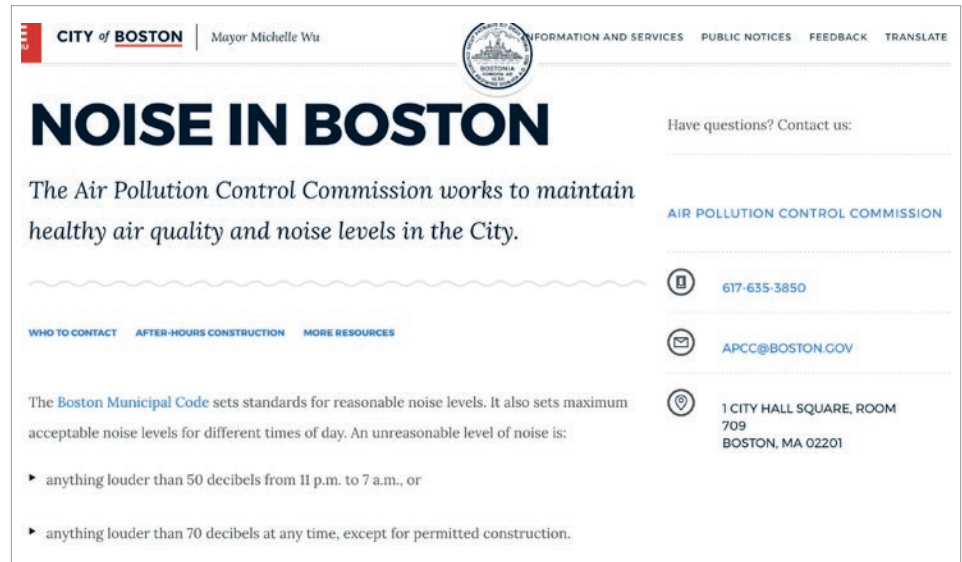
NOISE IS BAD FOR YOUR HEALTH

Excessive noise is more than just a nuisance. Multiple studies show that loud noise, especially when it's sustained, is detrimental to health in a variety of ways. Harsh noise is stressful, for one, and triggers the body's release of adrenaline and the stress hormone cortisol. That, in turn, can lead to hypertension, increased blood pressure and heart rate, and cardiovascular disease.

A recent New York Times article outlines how harmful loud and persistent noise can be to people's health, even shortening the lives of people subjected to years of it.

While studies focus on noises like shrill sirens, train horns and roaring jet engines, even everyday sounds like loudly barking dogs, leaf blowers and angry, yelling people can cause spikes of stress and health-averse reactions.

Like the Hibermate mentioned above, noise-cancelling headphones can be highly effective in mitigating loud noise from leaf blowers, air conditioners and other droning white noise. Noise-cancelling headphones can be expensive, starting at \$60 and up; landlords might want to purchase a pair to have on hand




Boston, like most municipalities, attempts to mitigate excessive noise by defining acceptable noise levels within certain hours of the day. This Boston.gov memo, which states that noise louder than 50 dB is prohibited between 11 p.m. and 7 a.m., is unrealistic as a standalone parameter. The memo refers to further explanation in Air Pollution Control Commission regulations. Image: Boston.gov

to loan complaining tenants until their noise dispute is mediated, if only to smooth tension temporarily.

Given the potentially harmful effects of noise, it's no surprise that many cities and states include excessive noise ordinances as part of their air quality sections through health departments. People have need for, and as much right to, noise-friendly surroundings as they do to clean air and water, and freedom from harsh lighting when it's dark.

In that context, dealing with noise complaints in rentals is similar to handling complaints about, say, smoking

or bright lights being left on at night. For landlords, it's a matter of coordinating cooperation and cultivating consideration among people living in close proximity to one another. 

Point your camera app here to read more online.





Do You Need to Pro-Rate the Rent When a Service Member Ends a Tenancy?

By Kimberly Rau, MassLandlords, Inc.



Members of the U.S. military may be deployed to active duty on short notice. Landlords may not penalize them for early lease termination, but also do not have to pro-rate the rent. (Image license: Unsplash)

Members of the armed forces have special housing protections, but must landlords pro-rate the rent if a lease ends early?

Military status is a protected class in Massachusetts, and the federal Servicemembers Civil Relief Act (SCRA) affords members of the armed forces certain protections from civil obligations if they are called to active duty. What does that mean for landlords?

The SCRA protects active duty service members, reservists and National Guard members while they are on active duty. In terms of rental housing, this means that nonpayment evictions for tenants serving active duty (or their families while they are deployed) may be put on hold for up to 90 days if the court orders it. Landlords also cannot penalize an active service member for terminating their lease early if it is related to active military service, such as a deployment.

Service members may be relocated to different states or countries for assignments that may last years. If your tenant informs you that they will need to terminate their lease mid-month, can you still collect a full month's rent, or are

you obligated to pro-rate their rent for the time they are in residence?


The SCRA says **no**, you do not have to pro-rate the rent (for a more detailed version of this section of a rather lengthy law, see the U.S. Navy's [page on lease termination](#) under the SCRA). Once a service member gives their notice that they must terminate their lease, the SCRA states that termination is effective 30 days after the first rent date after you receive the notice. If your tenant gives their notice on June 20, the lease would terminate on July 30, and they would owe July's rent.

The specific wording for standard leases is: "In the case of a lease described in subsection (b)(1) that provides for monthly payment of rent, termination of the lease under subsection (a) is effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice under subsection (c) is delivered."

For other types of leases, the SCRA says that termination is effective on the last day of the month following the month in which the notice is delivered. So again, notice on June 20 would give an official termination date of July 30.

The SCRA states that service members who need to get out of their lease early

must provide their landlords with a copy of their official orders, or a letter from their command that states they are being deployed. If your renter does not offer you this paperwork, ask them to show you a copy of it. The SCRA also notes that landlords may still hold service members liable for damages to the rental unit beyond normal wear and tear.

If you have questions about specific situations surrounding your tenant and their SCRA rights, we encourage you to speak with your attorney before proceeding. If you have had experience with the SCRA and a recent tenancy, let us know at hello@masslandlords.net. 

Point your camera app here to read more online.



REGIONAL

MassLandlords Upcoming events

See details under each region

2023 JULY

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
						1
2	3	4	5	6	7	8
9	10	11	12	13 Virtual Meeting 12:00pm-1:00pm	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28 Monthly Dues and Bylaws Maintenance 12:00pm-1:00pm	29
30	31					

2023 AUGUST

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1	2	3	4	5
6	7	8	9	10	11 Virtual Meeting 12:00pm-1:00pm	12
13	14	15	16	17	18	19
20	21	22	23	24 Virtual Meeting 12:00pm-1:00pm	25	26
27	28	29	30	31		

STATEWIDE

Statewide Virtual Meeting: Monthly Dues and Bylaws Maintenance

FRI
07/28

MassLandlords has been running well! But it has been seven years since the bylaws were last updated, and we need to do some maintenance. At this meeting members will have a chance to **review and comment on nine changes** proposed to the MassLandlords bylaws.

The complete list of changes being proposed is as follows:

1. Offer an option of monthly dues in addition to annual dues.
2. Have the President, Treasurer and Secretary be decided apolitically based on seniority.
3. Formalize the Executive Director role, which was created in 2014 by Board resolution but which isn't in the bylaws.
4. Protect membership lists from marketers.
5. Use score voting (rating candidates and choices, as we already do).
6. Simplify annual meeting schedules to line up with state reporting requirements.
7. Expand our legal mission to recognize the Certified Massachusetts Landlord™.
8. Allow message board admins to curtail services without terminating membership, for instance, to pause access to the message boards following a "three strike" process.
9. Require members receive advance notice of proposals to change the bylaws.

The changes proposed are available for members to read online in Microsoft Word redline format.

Attendees will leave knowing what changes are proposed and having provided feedback on wording. The final wording will be announced for the December ballot after we hear your feedback.



MassLandlords Executive Director Doug Quattrochi



MassLandlords needs your feedback! This is not a vote, but you will be able to provide input about what appears on the December ballot.

Part of this presentation will be given by **Doug Quattrochi**, Executive Director, MassLandlords, Inc. Doug was a founding member of MassLandlords in 2013. He became the association's first Executive Director under new bylaws in 2014. Since then, he has scaled the organization from a core of 160 members in Worcester to approximately 2,500 dues paying businesses from Pittsfield to the Cape, and from an all-volunteer team to approximately 20 full and part-time staff plus 50 volunteers. Doug has been instrumental in advancing democratic governance mechanisms, including score voting for policy priorities and a staggered and democratically elected Board of Directors. Doug also oversees the RentHelper spin-off, which is expanding access to electronic banking for those of us who are unbanked or underbanked. Prior to MassLandlords, Doug held leadership

roles in various Massachusetts startups, two of which are still operating. Doug holds a Master of Science in Aerospace Engineering from the Massachusetts Institute of Technology.

"Doug's presentation was excellent. He was very clear and provided detailed explanations." -Larry

"Doug always holds very informative classes full of substance and Very organized!" -Thomas

"Your answers to member's questions were most helpful." -Liz

Members register for no charge in just a few clicks!

"No Sales Pitch" Guarantee

MassLandlords offers attendees of directly managed events a "No Sales Pitch" guarantee. If a guest speaker offers services, their presentation will not discuss pricing, promotions, or reasons why you should hire them. We do not permit speakers to pay for or sponsor events. Guest speakers are chosen for their expertise and willingness to present helpful educational content. Your purchase of an event ticket sustains our nonprofit model.

FRIDAY, JULY 28TH

VIRTUAL MEETING AGENDA

- 12:00 pm Presentation
- 01:00 pm Virtual Meeting ends

By member survey, the business update has been reimagined as a set of convenient videos viewable anytime online.

Participation is Easy

We have two formats of online events:

- **Virtual meetings** include optional audience participation via video, phone, and screenshare and, unless stated otherwise, are not recorded.
- **Webinars** have limited participation options (typed questions only) and, unless stated otherwise, are recorded.

Our **virtual registration desk** is open for all events one hour starting 30 minutes prior to the event start time. Call 774-314-1896 or email hello@masslandlords.net for live, real-time help signing in and using your technology.

Do you own highly appreciated investment real estate? Tired of being a landlord but worried about taxes if you sell? If so, visit our site below to learn more about Tax-Advantaged Solutions

ASSET STRATEGY

Like the idea of selling your investment property but are concerned about triggering taxes and replacing the income?

Interested in Passive Real Estate Eligible for potential 1031 Exchange Tax benefits?

www.AssetStrategy.com

**To get a Free Download on 1031/DSTs contact us
www.DST1031HQ.com | info@AssetStrategy.com | 781-235-4426, x 135**

This is for informational purposes only, does not constitute as individual investment advice, and should not be relied upon as tax or legal advice. Securities offered through Concorde Investment Services, LLC (CIS), member FINRA/SIPC. Asset Strategy is independent of CIS.

If joining a virtual meeting, please use the zoom "test audio" feature. You will be allowed to talk to others if your microphone is good and there is no background noise. We reserve the right to mute anyone for any reason. Attendees without a microphone or who don't want to be heard can type questions.

ACCESSIBILITY

Automatic closed captions may be activated at any time. Simply turn on this setting from inside the Zoom app.

Questions may be asked over microphone after using the "raise hand" feature of zoom. Questions may also be entered via the Zoom text chat box.

VIRTUAL MEETING DETAILS (HOSTED BY ZOOM)

We will share our video, audio, and computer screen and slides.

- Optional: You can share your video with everyone, talk to everyone, and type chat with everyone. Video sharing is not required. Talking is not required.

Password will be emailed and viewable online.

Topic: Virtual Meeting July 28th, 2023

Time: Jul 28, 2023 12:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87965021210>

Meeting ID: 879 6502 1210

Passcode: Will be emailed and viewable online

Dial by your location

+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 346 248 7799 US (Houston)
+1 360 209 5623 US
+1 386 347 5053 US
+1 408 638 0968 US (San Jose)
+1 507 473 4847 US
+1 564 217 2000 US
+1 646 876 9923 US (New York)
+1 646 931 3860 US
+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
+1 689 278 1000 US
+1 719 359 4580 US

+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US

Meeting ID: 879 6502 1210

Passcode: Will be emailed and viewable online

Find your local number:

<https://us02web.zoom.us/j/87965021210>

PRICING

This event is closed to the public.

- Members: No charge. Registration is required.

Registration in advance is required.

This event will be recorded.

The recording will be uploaded to monthly dues and bylaws maintenance.

Members register for no charge in just a few clicks!

This event is operated by MassLandlords, Inc. staff.

This Virtual Meeting counts for continuing education credit for Certified Massachusetts Landlord Level Three. Beep in. Leave feedback/beep out.

Want to speak at a MassLandlords meeting? Submit a speaker request.

This is part of the Virtual rental real estate networking and training series.

Add our entire event calendar to yours:

Google: add our entire event calendar to Google calendar.

iPhone & iPad: add our entire event calendar to iCal.

Outlook: add our entire event calendar to Outlook.

Add just this event to your calendar:

Google: add just this event to Google calendar.

NORTHERN WORCESTER COUNTY METROWEST

SOUTHERN WORCESTER COUNTY

BERKSHIRE COUNTY

CENTRAL WORCESTER COUNTY

CHARLES RIVER (GREATER WALTHAM)

BOSTON, CAMBRIDGE AND

SOMERVILLE

Cambridge Crash Course: The MassLandlords Crash Course in Landlording

SAT
09/09

Learn everything you need to succeed as an owner or manager of residential rental property in Massachusetts.

This fast-paced course is strictly limited to 16 participants to allow for detailed discussion and Q&A. Course tuition includes:

- Small group session with the Executive Director, a trained presenter and experienced landlord, and the attorney.
- A comprehensive agenda, see below.
- Your choice of two books:
 - *Every Landlord's Tax Deduction Guide* by NOLO,
 - *The Good Landlord* by Peter Shapiro,
 - *Getting to Yes* by Roger Fisher, and/or
 - *The Housing Manual* by H. John Fisher.

- A bound summary of all material presented.
- Breakfast pastries, coffee, tea.
- Lunch sandwiches, sodas, chips, cookies; all dietary requirements satisfied, please notify us when you purchase a ticket.
- A MassLandlords ballpoint pen.
- A MassLandlords certificate of completion and permission to use "MassLandlords Crash Course graduate" on your marketing material.

You will receive a box packed with your personalized signed certificate, your choice of two books, course notes, pen, and half a dozen other pieces of literature.

Featured Testimonial



"I simply wanted to reach out and express just how happy I am to have attended the landlording crash course.

The presentation and delivery of the information was flawless and I certainly have walked away with a greater understanding of the intricacies that govern being an above average landlord/manager." – **Michael Murray**

"If I had done this 20 years ago. Oh my goodness!" -P.



MassLandlords Executive Director Doug Quattrochi



Attorney Adam Sherwin of The Sherwin Law Firm



Hundreds of landlords managing over ten thousand units have benefited from this course.

Part of this presentation will be given by **Doug Quattrochi**, Executive Director, MassLandlords, Inc. Doug was a founding member of MassLandlords in 2013. He became the association's first Executive Director under new bylaws in 2014. Since then, he has scaled the organization from a core of 160 members in Worcester to approximately 2,500 dues paying businesses from Pittsfield to the Cape, and from an all-volunteer team to approximately 20 full and part-time staff plus 50 volunteers. Doug has been instrumental in advancing democratic governance mechanisms, including score voting for policy priorities and a staggered and democratically elected Board of Directors. Doug also oversees the RentHelper spin-off, which is expanding access to electronic banking for those of us who are unbanked or underbanked. Prior to MassLandlords, Doug held leadership roles in various Massachusetts startups, two of which are still operating. Doug holds a Master of Science in Aerospace Engineering from the Massachusetts Institute of Technology.

"Doug's presentation was excellent. He was very clear and provided detailed explanations." -Larry

"Doug always holds very informative classes full of substance and Very organized!" -Thomas

"Your answers to member's questions were most helpful." -Liz

Part of this presentation will be given by attorney Adam Sherwin. Adam is an experienced real estate litigator with years of experience representing landlords, property owners, and other real estate professionals. He has extensive experience litigating real estate disputes before judges and juries and has obtained favorable decisions

from the Massachusetts Appeals Court and District Court Appellate Division. He is also a long-time crash course instructor at the Cambridge headquarters and over zoom.

Purchase your ticket in just a few clicks!

Public attendees can purchase your ticket in just a few clicks!

"No Sales Pitch" Guarantee

MassLandlords offers attendees of directly managed events a "No Sales Pitch" guarantee. If a guest speaker offers services, their presentation will not discuss pricing, promotions, or reasons why you should hire them. We do not permit speakers to pay for or sponsor events. Guest speakers are chosen for their expertise and willingness to present helpful educational content. Your purchase of an event ticket sustains our nonprofit model.

SATURDAY, SEPTEMBER 9TH

CRASH COURSE AGENDA

IN-PERSON COURSE AGENDA

- 8:30 am - Introduction of MassLandlords and course participants
- 8:45 am - Rental markets
 - o Urban, suburban, rural
 - o Luxury, college, professional, working, subsidized, rooming houses
- 9:00 am - Property selection
 - o Lead paint (Legal highlight)

- o Utilities
- o Bones vs surfaces
- o Amenities
- o Repairs and renovations
- o Durable vs beautiful
- o What if I'm stuck with what I've got?

- 9:40 am - Sales and marketing 101 for rental property managers

- o Marketing rentals
- o Sales process
- o Staying organized
- o Branding a small business
- o Getting more or fewer calls
- o Tips and tricks

- 10:05 am - Break for ten minutes
- 10:15 am - Finish sales and marketing
- 10:35 am - Applications and screening

- o Criminal, credit, eviction
- o Discrimination
- o Tenant Screening Workshop

- 11:30 am - Tenancies

- o Lease vs Tenancy at Will
- o iCORI
- o Security deposits
- o Subsidies

- 11:50 am - Break and Lunch, with free form Q&A

- 12:20 pm - Warranties and covenants

- o Late fees
- o Water and electrical submetering
- o Warranty of habitability
- o Inspections

- 12:40 pm - Dispute resolution

- o Eviction notices
- o Eviction process
- o Move-and-store
- o Housing Court vs District Court
- o Rent control

- 1:40 pm - Break for ten minutes
- 2:50 pm - Maintenance, hiring, and operations

- o Keeping the rent roll and expenses
- o Filing taxes
- o To manage or not to manage
- o Tenants as customers
- o Notifying tenants
- o Extermination
- o Monitoring contractors
- o Lease violations and conflict resolution
- o Record keeping

- 3:40 pm - Overview of books and resources for further education

- 3:45 pm - Review of unanswered questions

- 4:00 pm - End Course

Please note that end time may vary based on questions.

LOCATION

Cambridge Innovation Center
14th Floor, Charles Conference Room
One Broadway
Cambridge, MA 02134

Please note: CIC has several buildings in Kendall Square, two of them being adjacent to each other. The correct



ServiceMaster By Gilmore



- ✓ Water & Flood Damage Restoration
- ✓ Fire & Smoke Restoration
- ✓ Drying & Dehumidification
- ✓ Deodorization - Odor Removal
- ✓ Sewerage Clean-up
- ✓ Remediation
- ✓ Reconstruction

800-783-0552 Available 24/7 svmgilmore.com



\$8* per month - That's It!

*Promo code: MASSLANDLORDS

Rent Collection | Direct Deposit | Online Tenant & Owner Portals
Late Rent, Pay or Quit & 14-day Non-Payment Notices
Communication & Work Order Tracking | Pay Rent w/ Bank & Credit Card
24,000+ Rent Collection Locations (CVS, Dollar General, 7Eleven, Walmart)

Contact Us: www.gimpm.com | (617) 404-9801 | contact@gimpm.com

No Onboarding Fee | No Fee Increases | No Add-On Fees

location for this event is the building with light colored concrete, vertical windows and a Dunkin Donuts on the ground level. You will **NOT** see a CIC sign. Refer to the image below.



ACCESSING FROM THE T

- Exit the Kendall T stop on Main St.
- Cross to the side of Main St. with the Chipotle and walk up the street towards Broadway, passing the Chipotle on your left.
- You will then round the corner to the left and One Broadway will be across the street diagonally.
- Cross over Third St. and Broadway to arrive at One Broadway.

For all attendees Upon entering One Broadway, you will need to check in with the lobby security. You'll just need to show your ID and let them know you're going to the MassLandlords event and which floor.

PARKING

Accessible by T and highway. Parking available in several garages for weekend rates. See [CIC Directions](#) for details. Pilgrim Parking has affordable rates and is a short walk from the venue, [click here](#) for details



FOOD

• Breakfast:

- o Fresh bagels, large muffins, cinnamon rolls, coffee cake slices and scones with cream cheese, butter, and jam
- o Fresh fruit platter
- o Assorted fruit juices and coffee

• Lunch:

- o Assorted gourmet sandwiches
- o Garden salad
- o Pasta salad
- o Assorted pastries
- o Soda, juice, water

*Please email hello@masslandlords.net if you have any dietary restrictions and need a special meal.

*Dietary restrictions: Purchase a ticket and set your preferences at [My Account](#) **one week prior** to the event or earlier. Once set, preferences remain set for future events.

Masks welcome! Eating and drinking is not required. Please note: as we are unable to monitor the buffet, we are unable to offer a reduced ticket price for attendees who will not be eating.

PRICING

Open to the public. Membership is not required!

- Public: \$275
- Members: \$250

This event will not be recorded.

Slides and handouts if any will be uploaded to [the password page](#).

Purchase your ticket in just a few clicks!

Public attendees can purchase your ticket in just a few clicks!

This event is operated by MassLandlords, Inc. staff.

This Crash Course counts for continuing education credit for Certified Massachusetts Landlord Level Three. [Beep in.](#) [Leave feedback/beep out.](#)

Want to speak at a MassLandlords meeting? [Submit a speaker request.](#)

This is part of the Virtual rental real estate networking and training series.

Add our entire event calendar to yours:

Google: [add our entire event calendar to Google calendar.](#)

iPhone & iPad: [add our entire event calendar to iCal.](#)

Outlook: [add our entire event calendar to Outlook.](#)

Add just this event to your calendar:

Google: [add just this event to Google calendar.](#)

Cambridge Crash Course: The MassLandlords Crash Course in Landlording

SAT
11/04

Learn everything you need to succeed as an owner or manager of residential rental property in Massachusetts.

This fast-paced course is strictly limited to 16 participants to allow for detailed discussion and Q&A. Course tuition includes:

- Small group session with the Executive Director, a trained presenter and experienced landlord, and the attorney.
- A comprehensive agenda, see below.
- Your choice of two books:
 - o *Every Landlord's Tax Deduction Guide* by NOLO,
 - o *The Good Landlord* by Peter Shapiro,
 - o *Getting to Yes* by Roger Fisher, and/or
 - o *The Housing Manual* by H. John Fisher.
- A bound summary of all material presented.
- Breakfast pastries, coffee, tea.
- Lunch sandwiches, sodas, chips, cookies; all dietary requirements satisfied, please notify us when you purchase a ticket.
- A MassLandlords ballpoint pen.
- A MassLandlords certificate of completion and permission to use "MassLandlords Crash Course graduate" on your marketing material.

You will receive a box packed with your personalized signed certificate, your choice of two books, course notes, pen, and half a dozen other pieces of literature.

Featured Testimonial



"I simply wanted to reach out and express just how happy I am to have attended the landlording crash course.

The presentation and delivery of the information was flawless and I certainly have walked away with a greater understanding of the intricacies that govern being an above average landlord/manager." – **Michael Murray**

"If I had done this 20 years ago. Oh my goodness!" -P.



MassLandlords Executive Director Doug Quattrochi



Attorney Adam Sherwin of The Sherwin Law Firm



Hundreds of landlords managing over ten thousand units have benefited from this course.

Part of this presentation will be given by **Doug Quattrochi**, Executive Director, MassLandlords, Inc. Doug was a founding member of MassLandlords in 2013. He became the association's first Executive Director under new bylaws in 2014. Since then, he has scaled the organization from a core of 160 members in Worcester to approximately 2,500 dues paying businesses from Pittsfield to the Cape, and from an all-volunteer team to approximately 20 full and part-time staff plus 50 volunteers. Doug has been instrumental in advancing democratic governance mechanisms, including score voting for policy priorities and a staggered and democratically elected Board of Directors. Doug also oversees the RentHelper spin-off, which is expanding access to electronic banking for those of us who are unbanked or underbanked. Prior to MassLandlords, Doug held leadership roles in various Massachusetts startups, two of which are still operating. Doug holds a Master of Science in Aerospace Engineering from the Massachusetts Institute of Technology.

"Doug's presentation was excellent. He was very clear and provided detailed explanations." -Larry

"Doug always holds very informative classes full of substance and Very organized!" -Thomas

"Your answers to member's questions were most helpful." -Liz

Part of this presentation will be given by attorney Adam Sherwin. Adam is an experienced real estate litigator with years of experience representing landlords, property owners, and other real estate professionals. He has extensive experience litigating real estate disputes before judges and juries and has obtained favorable decisions from the Massachusetts Appeals Court and District Court Appellate Division. He is also a long-time crash course instructor at the Cambridge headquarters and over zoom.

Purchase your ticket in just a few clicks!

Public attendees can purchase your ticket in just a few clicks!

"No Sales Pitch" Guarantee

MassLandlords offers attendees of directly managed events a "No Sales Pitch" guarantee. If a guest speaker offers services, their presentation will not discuss pricing, promotions, or reasons why you should hire them. We do not permit speakers to pay for or sponsor events. Guest speakers are chosen for their expertise and willingness to present helpful educational

SANDONATO LAW

21 McGrath Highway Suite 405, Quincy MA 02169

(E) msandonato@sandonatolaw.com

(Ph) 617-481-2742

✓ *Landlord Tenant*

✓ *Estate Planning*

✓ *Probate*

content. Your purchase of an event ticket sustains our nonprofit model.

SATURDAY, NOVEMBER 4TH

CRASH COURSE AGENDA

IN-PERSON COURSE AGENDA

- 8:30 am - Introduction of MassLandlords and course participants
- 8:45 am - Rental markets
 - o Urban, suburban, rural
 - o Luxury, college, professional, working, subsidized, rooming houses
- 9:00 am - Property selection
 - o Lead paint (Legal highlight)
 - o Utilities
 - o Bones vs surfaces
 - o Amenities
 - o Repairs and renovations
 - o Durable vs beautiful
 - o What if I'm stuck with what I've got?
- 9:40 am - Sales and marketing 101 for rental property managers
 - o Marketing rentals
 - o Sales process
 - o Staying organized
 - o Branding a small business
 - o Getting more or fewer calls
 - o Tips and tricks
- 10:05 am - Break for ten minutes
- 10:15 am - Finish sales and marketing
- 10:35 am - Applications and screening
 - o Criminal, credit, eviction
 - o Discrimination
 - o Tenant Screening Workshop
- 11:30 am - Tenancies
 - o Lease vs Tenancy at Will
 - o iCORI
 - o Security deposits
 - o Subsidies
- 11:50 am - Break and Lunch, with free form Q&A
- 12:20 pm - Warranties and covenants
 - o Late fees
 - o Water and electrical submetering
 - o Warranty of habitability
 - o Inspections
- 12:40 pm - Dispute resolution
 - o Eviction notices

- o Eviction process
- o Move-and-store
- o Housing Court vs District Court
- o Rent control

- 1:40 pm - Break for ten minutes
- 2:50 pm - Maintenance, hiring, and operations
 - o Keeping the rent roll and expenses
 - o Filing taxes
 - o To manage or not to manage
 - o Tenants as customers
 - o Notifying tenants
 - o Extermination
 - o Monitoring contractors
 - o Lease violations and conflict resolution
 - o Record keeping
- 3:40 pm - Overview of books and resources for further education
- 3:45 pm - Review of unanswered questions
- 4:00 pm - End Course

Please note that end time may vary based on questions.

LOCATION

Cambridge Innovation Center
14th Floor; Charles Conference Room
One Broadway
Cambridge, MA 02134

Please note: CIC has several buildings in Kendall Square, two of them being adjacent to each other. The correct location for this event is the building with light colored concrete, vertical windows and a Dunkin' Donuts on the ground level. You will **NOT** see a CIC sign. Refer to the image below.



ACCESSING FROM THE T

- Exit the Kendall T stop on Main St.
- Cross to the side of Main St. with the Chipotle and walk up the street towards Broadway, passing the Chipotle on your left.
- You will then round the corner to the left and One Broadway will be across the street diagonally.
- Cross over Third St. and Broadway to arrive at One Broadway.

For all attendees Upon entering One Broadway, you will need to check in with the lobby security. You'll just need to show your ID and let them know you're going to the MassLandlords event and which floor.

PARKING

Accessible by T and highway. Parking available in several garages for weekend rates. See [CIC Directions](#) for details. Pilgrim Parking has affordable rates and is a short walk from the venue, [click here](#) for details



FOOD

- Breakfast:
 - o Fresh bagels, large muffins, cinnamon rolls, coffee cake slices and scones with cream cheese, butter, and jam
 - o Fresh fruit platter
 - o Assorted fruit juices and coffee
- Lunch:
 - o Assorted gourmet sandwiches
 - o Garden salad
 - o Pasta salad
 - o Assorted pastries
 - o Soda, juice, water

*Please email hello@masslandlords.net if you have any dietary restrictions and need a special meal.

*Dietary restrictions: Purchase a ticket and set your preferences at [My Account](#) one week prior to the event or earlier. Once set, preferences remain set for future events.

Masks welcome! Eating and drinking is not required. Please note: as we are unable to monitor the buffet, we are unable to offer a reduced ticket price for attendees who will not be eating.

PRICING

Open to the public. Membership is not required!

- Public: \$275
- Members: \$250

This event will not be recorded.

Slides and handouts if any will be uploaded to [the password page](#).

Purchase your ticket in just a few clicks!

Public attendees can purchase your ticket in just a few clicks!

This event is operated by MassLandlords, Inc. staff.

This Crash Course counts for continuing education credit for Certified Massachusetts Landlord Level Three. [Beep in.](#) [Leave feedback/beep out.](#)

Want to speak at a MassLandlords meeting? [Submit a speaker request.](#)

This is part of the [Virtual rental real estate networking and training series](#).

Add our entire event calendar to yours:

Google: [add our entire event calendar to Google calendar.](#)

iPhone & iPad: [add our entire event calendar to iCal.](#)

Outlook: [add our entire event calendar to Outlook.](#)

Add just this event to your calendar:

Google: [add just this event to Google calendar.](#)

Cambridge Crash Course: The MassLandlords Crash Course in Landlording

SUN
01/21

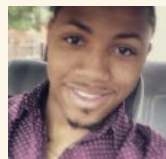
Learn everything you need to succeed as an owner or manager of residential rental property in Massachusetts.

This fast-paced course is strictly limited to 16 participants to allow for detailed discussion and Q&A. Course tuition includes:

- Small group session with the Executive Director, a trained presenter and experienced landlord, and the attorney.
- A comprehensive agenda, see below.
- Your choice of two books:
 - *Every Landlord's Tax Deduction Guide* by NOLO,
 - *The Good Landlord* by Peter Shapiro,
 - *Getting to Yes* by Roger Fisher, and/or
 - *The Housing Manual* by H. John Fisher.
- A bound summary of all material presented.
- Breakfast pastries, coffee, tea.
- Lunch sandwiches, sodas, chips, cookies; all dietary requirements satisfied, please notify us when you purchase a ticket.
- A MassLandlords ballpoint pen.
- A MassLandlords certificate of completion and permission to use "MassLandlords Crash Course graduate" on your marketing material.

You will receive a box packed with your personalized signed certificate, your choice of two books, course notes, pen, and half a dozen other pieces of literature.

Featured Testimonial



"I simply wanted to reach out and express just how happy I am to have attended the

landlording crash course. The presentation and delivery of the information was flawless and I certainly have walked away with a greater understanding of the intricacies that govern being an above average landlord/manager."

– **Michael Murray**

"If I had done this 20 years ago. Oh my goodness!" -P.



MassLandlords Executive Director Doug Quattrochi



Attorney Adam Sherwin of The Sherwin Law Firm



Hundreds of landlords managing over ten thousand units have benefited from this course.

Part of this presentation will be given by **Doug Quattrochi**, Executive Director, MassLandlords, Inc. Doug was a founding member of MassLandlords in 2013. He became the association's first Executive Director under new bylaws in 2014. Since then, he has scaled the organization from a core of 160 members

in Worcester to approximately 2,500 dues paying businesses from Pittsfield to the Cape, and from an all-volunteer team to approximately 20 full and part-time staff plus 50 volunteers. Doug has been instrumental in advancing democratic governance mechanisms, including score voting for policy priorities and a staggered and democratically elected Board of Directors. Doug also oversees the RentHelper spin-off, which is expanding access to electronic banking for those of us who are unbanked or underbanked. Prior to MassLandlords, Doug held leadership roles in various Massachusetts startups, two of which are still operating. Doug holds a Master of Science in Aerospace Engineering from the Massachusetts Institute of Technology.

"Doug's presentation was excellent. He was very clear and provided detailed explanations." -Larry

"Doug always holds very informative classes full of substance and Very organized!" -Thomas

"Your answers to member's questions were most helpful." -Liz

Part of this presentation will be given by attorney Adam Sherwin. Adam is an experienced real estate litigator with years of experience representing landlords, property owners, and other real estate professionals. He has extensive experience litigating real estate disputes before judges and juries and has obtained favorable decisions from the Massachusetts Appeals Court and District Court Appellate Division. He is also a long-time crash course instructor at the Cambridge headquarters and over zoom.

Purchase your ticket in just a few clicks!

Public attendees can purchase your ticket in just a few clicks!

"No Sales Pitch" Guarantee

MassLandlords offers attendees of directly managed events a "No Sales Pitch" guarantee. If a guest speaker offers services, their presentation will not discuss pricing, promotions, or reasons why you should hire them. We do not permit speakers to pay for

or sponsor events. Guest speakers are chosen for their expertise and willingness to present helpful educational content. Your purchase of an event ticket sustains our nonprofit model.

Sunday, January 21st

CRASH COURSE AGENDA

IN-PERSON COURSE AGENDA

- 8:30 am - Introduction of MassLandlords and course participants
- 8:45 am - Rental markets
 - o Urban, suburban, rural
 - o Luxury, college, professional, working, subsidized, rooming houses
- 9:00 am - Property selection
 - o Lead paint (Legal highlight)
 - o Utilities
 - o Bones vs surfaces
 - o Amenities
 - o Repairs and renovations
 - o Durable vs beautiful
 - o What if I'm stuck with what I've got?
- 9:40 am - Sales and marketing 101 for rental property managers
 - o Marketing rentals
 - o Sales process
 - o Staying organized
 - o Branding a small business
 - o Getting more or fewer calls
 - o Tips and tricks
- 10:05 am - Break for ten minutes
- 10:15 am - Finish sales and marketing
- 10:35 am - Applications and screening
 - o Criminal, credit, eviction
 - o Discrimination
 - o Tenant Screening Workshop
- 11:30 am - Tenancies
 - o Lease vs Tenancy at Will
 - o iCORI
 - o Security deposits
 - o Subsidies
- 11:50 am - Break and Lunch, with free form Q&A
- 12:20 pm - Warranties and covenants
 - o Late fees
 - o Water and electrical submetering
 - o Warranty of habitability

o Inspections

- 12:40 pm - Dispute resolution
 - o Eviction notices
 - o Eviction process
 - o Move-and-store
 - o Housing Court vs District Court
 - o Rent control
- 1:40 pm - Break for ten minutes
- 2:50 pm - Maintenance, hiring, and operations
 - o Keeping the rent roll and expenses
 - o Filing taxes
 - o To manage or not to manage
 - o Tenants as customers
 - o Notifying tenants
 - o Extermination
 - o Monitoring contractors
 - o Lease violations and conflict resolution
 - o Record keeping
- 3:40 pm - Overview of books and resources for further education
- 3:45 pm - Review of unanswered questions
- 4:00 pm - End Course

Please note that end time may vary based on questions.

LOCATION

Cambridge Innovation Center
14th Floor, Charles Conference Room
One Broadway
Cambridge, MA 02134

Please note: CIC has several buildings in Kendall Square, two of them being adjacent to each other. The correct location for this event is the building with light colored concrete, vertical windows and a Dunkin Donuts on the ground level. You will **NOT** see a CIC sign. Refer to the image below.



ACCESSING FROM THE T

- Exit the Kendall T stop on Main St.
- Cross to the side of Main St. with the Chipotle and walk up the street towards Broadway, passing the Chipotle on your left.
- You will then round the corner to the left and One Broadway will be across the street diagonally.
- Cross over Third St. and Broadway to arrive at One Broadway.

For all attendees Upon entering One Broadway, you will need to check in with the lobby security. You'll just need to show your ID and let them know you're going to the MassLandlords event and which floor.

PARKING

Accessible by T and highway. Parking available in several garages for weekend rates. See [CIC Directions](#) for details. Pilgrim Parking has affordable rates and is a short walk from the venue, [click here](#) for details



FOOD

- Breakfast:
 - Fresh bagels, large muffins, cinnamon rolls, coffee cake

- slices and scones with cream cheese, butter, and jam
- Fresh fruit platter
- Assorted fruit juices and coffee

• Lunch:

- Assorted gourmet sandwiches
- Garden salad
- Pasta salad
- Assorted pastries
- Soda, juice, water

*Please email hello@masslandlords.net if you have any dietary restrictions and need a special meal.

*Dietary restrictions: Purchase a ticket and set your preferences at [My Account](#) one week prior to the event or earlier. Once set, preferences remain set for future events.

Masks welcome! Eating and drinking is not required. Please note: as we are unable to monitor the buffet, we are unable to offer a reduced ticket price for attendees who will not be eating.

PRICING

Open to the public. Membership is not required!

- Public: \$275
- Members: \$250

This event will not be recorded.

Slides and handouts if any will be uploaded to [the password page](#).

Purchase your ticket in just a few clicks!

Public attendees can purchase your ticket in just a few clicks!

This event is operated by MassLandlords, Inc. staff.

This Crash Course counts for continuing education credit for Certified Massachusetts Landlord Level Three. **Beep in. Leave feedback/beep out.**

Want to speak at a MassLandlords meeting? [Submit a speaker request](#).

This is part of the [Virtual rental real estate networking and training series](#).

Add our entire event calendar to yours:

Google: [add our entire event calendar to Google calendar](#).

iPhone & iPad: [add our entire event calendar to iCal](#).

Outlook: [add our entire event calendar to Outlook](#).

Add just this event to your calendar:

Google: [add just this event to Google calendar](#).

GREATER SPRINGFIELD

Springfield Crash Course: The MassLandlords Crash Course in Landlording

SAT
10/07

Learn everything you need to succeed as an owner or manager of residential rental property in Massachusetts.

This fast-paced course is strictly limited to 16 participants to allow for detailed discussion and Q&A. Course tuition includes:

- Small group session with the Executive Director, a trained presenter and experienced landlord, and the attorney.
 - A comprehensive agenda, see below.
 - Your choice of two books:
 - *Every Landlord's Tax Deduction Guide* by NOLO,
 - *The Good Landlord* by Peter Shapiro,
 - *Getting to Yes* by Roger Fisher, and/or
 - *The Housing Manual* by H. John Fisher.
 - A bound summary of all material presented.
 - Breakfast pastries, coffee, tea.
 - Lunch sandwiches, sodas, chips, cookies; all dietary requirements satisfied, please notify us when you purchase a ticket.
 - A MassLandlords ballpoint pen.
 - A MassLandlords certificate of completion and permission to use "MassLandlords Crash Course graduate" on your marketing material.
- You will receive a box packed with your personalized signed certificate, your choice of two books, course notes, pen, and half a dozen other pieces of literature.

MEMBERSHIP BENEFITS



RENTAL FORMS

Download a complete set of up-to-date rental forms (applications, leases, notices to quit, and more).



LEGAL STANDING

Vote in MassLandlords elections, serve on boards, and be represented in policy discussions with local and state officials.



CERTIFICATION

Become a Certified Massachusetts Landlord™.



HOME DEPOT SAVINGS

Members save on most items at Home Depot stores and online, including appliances, lighting, lumber, hardware, paint and more.



SERVICE PROVIDER DIRECTORY

Search for service providers or be listed as one (electricians, managers, realtors, attorneys, plumbers, snow removers, and much, much more).



VIDEOS, ANALYSIS, & SPREADSHEETS

Watch past events, learn about the laws, and access spreadsheets you can build on like our heat pump vs furnace calculator.



MESSAGE BOARDS

24/7 access to Massachusetts Landlords for advice and/or to contribute your professional expertise.



SEARCH EVICTIONS

Search eviction records by address for acquisition due diligence.



EVENTS

Weekly networking and education at virtual events.



COLLECT CHECKS ONLINE

Virtual office manager free trial at RentHelper.



CREDIT SCREENING COUPONS

Save on SmartScreen credit reports.



ENTITY FORMATION SAVINGS

Create LLC's or Inc's for a low, members-only fixed price via New Leaf Legal.

Featured Testimonial



"I simply wanted to reach out and express just how happy I am to have attended the landlording crash course.

The presentation and delivery of the information was flawless and I certainly have walked away with a greater understanding of the intricacies that govern being an above average landlord/manager." – **Michael Murray**

"If I had done this 20 years ago. Oh my goodness!" -P.



MassLandlords Executive Director Doug Quattrochi



Peter Vickery is an attorney at Bobrowski and Vickery LLC and MassLandlords Legislative Affairs Counsel



Hundreds of landlords managing over ten thousand units have benefited from this course.

Part of this presentation will be given by **Doug Quattrochi**, Executive Director, MassLandlords, Inc. Doug was a founding member of MassLandlords in

2013. He became the association's first Executive Director under new bylaws in 2014. Since then, he has scaled the organization from a core of 160 members in Worcester to approximately 2,500 dues paying businesses from Pittsfield to the Cape, and from an all-volunteer team to approximately 20 full and part-time staff plus 50 volunteers. Doug has been instrumental in advancing democratic governance mechanisms, including score voting for policy priorities and a staggered and democratically elected Board of Directors. Doug also oversees the RentHelper spin-off, which is expanding access to electronic banking for those of us who are unbanked or underbanked. Prior to MassLandlords, Doug held leadership roles in various Massachusetts startups, two of which are still operating. Doug holds a Master of Science in Aerospace Engineering from the Massachusetts Institute of Technology.

"Doug's presentation was excellent. He was very clear and provided detailed explanations." -Larry

"Doug always holds very informative classes full of substance and Very organized!" -Thomas

"Your answers to member's questions were most helpful." -Liz

Part of this presentation will be given by **Peter Vickery of Bobrowski & Vickery, LLC**. Attorney Vickery practices law in Western Massachusetts where he focuses on landlord-tenant law (representing landlords in Housing Court) and discrimination defense (representing business owners in the Massachusetts Commission Against Discrimination). He graduated from Oxford University (Jesus College) with a BA in Modern History; obtained his Post-Graduate Diploma in Law from the University of the West of England in Bristol; his JD from Boston University School of Law; and his Masters in Public Policy & Administration from the University of Massachusetts, Amherst. Attorney Vickery served one term on the Governor's Council (the elected 8-member body that approves or vetoes the governor's choice of judges in Massachusetts) and on the State Ballot Law Commission. As Legislative Affairs

Counsel for MassLandlords he drafts bills, bill summaries, and testimony in the area of housing law, and writes amicus briefs in cases that have strategic significance for rental-property owners.

Purchase your ticket in just a few clicks!

Public attendees can purchase your ticket in just a few clicks!

"No Sales Pitch" Guarantee

MassLandlords offers attendees of directly managed events a "No Sales Pitch" guarantee. If a guest speaker offers services, their presentation will not discuss pricing, promotions, or reasons why you should hire them. We do not permit speakers to pay for or sponsor events. Guest speakers are chosen for their expertise and willingness to present helpful educational content. Your purchase of an event ticket sustains our nonprofit model.

SATURDAY, OCTOBER 7TH**CRASH COURSE AGENDA****IN-PERSON COURSE AGENDA**

- 8:30 am - Introduction of MassLandlords and course participants
- 8:45 am - Rental markets
 - o Urban, suburban, rural
 - o Luxury, college, professional, working, subsidized, rooming houses
- 9:00 am - Property selection
 - o Lead paint (Legal highlight)
 - o Utilities
 - o Bones vs surfaces
 - o Amenities
 - o Repairs and renovations
 - o Durable vs beautiful
 - o What if I'm stuck with what I've got?
- 9:40 am - Sales and marketing 101 for rental property managers
 - o Marketing rentals
 - o Sales process
 - o Staying organized
 - o Branding a small business
 - o Getting more or fewer calls
 - o Tips and tricks
- 10:05 am - Break for ten minutes
- 10:15 am - Finish sales and marketing
- 10:35 am - Applications and screening

- o Criminal, credit, eviction
- o Discrimination
- o Tenant Screening Workshop
- 11:30 am - Tenancies
 - o Lease vs Tenancy at Will
 - o iCORI
 - o Security deposits
 - o Subsidies
- 11:50 am - Break and Lunch, with free form Q&A
- 12:20 pm - Warranties and covenants
 - o Late fees
 - o Water and electrical submetering
 - o Warranty of habitability
 - o Inspections
- 12:40 pm - Dispute resolution
 - o Eviction notices
 - o Eviction process
 - o Move-and-store
 - o Housing Court vs District Court
 - o Rent control
- 1:40 pm - Break for ten minutes
- 2:50 pm - Maintenance, hiring, and operations
 - o Keeping the rent roll and expenses
 - o Filing taxes
 - o To manage or not to manage
 - o Tenants as customers
 - o Notifying tenants
 - o Extermination
 - o Monitoring contractors
 - o Lease violations and conflict resolution
 - o Record keeping

- 3:40 pm - Overview of books and resources for further education
- 3:45 pm - Review of unanswered questions
- 4:00 pm - End Course

Please note that end time may vary based on questions.

LOCATION

Realtor Association of Pioneer Valley
221 Industry Ave
Springfield, MA 01104

FOOD

- Breakfast:
 - o Fresh bagels, large muffins, cinnamon rolls, coffee cake slices and scones with cream cheese, butter, and jam
 - o Fresh fruit platter
 - o Assorted fruit juices and coffee
- Lunch:
 - o Assorted gourmet sandwiches
 - o Garden salad
 - o Pasta salad
 - o Assorted pastries
 - o Soda, juice, water

*Dietary restrictions: Purchase a ticket and set your preferences at [My Account](#) **one week prior to the event** or earlier. Once set, preferences remain set for future events.

Masks welcome! Eating and drinking is not required. Please note: as we are unable to monitor the buffet, we are unable to offer a reduced ticket price for attendees who will not be eating.

PRICING

Open to the public. Membership is not required!

- Public: \$275
- Members: \$250

This event will not be recorded.

Slides and handouts if any will be uploaded to [the password page](#).

Purchase your ticket in just a few clicks!

Public attendees can purchase your ticket in just a few clicks!

This event is operated by MassLandlords, Inc. staff.

This Crash Course counts for continuing education credit for Certified Massachusetts Landlord Level Three. [Beep in.](#) [Leave feedback/beep out.](#)

Want to speak at a MassLandlords meeting? [Submit a speaker request.](#)

This is part of the [Virtual rental real estate networking and training series](#).

Add our entire event calendar to yours:

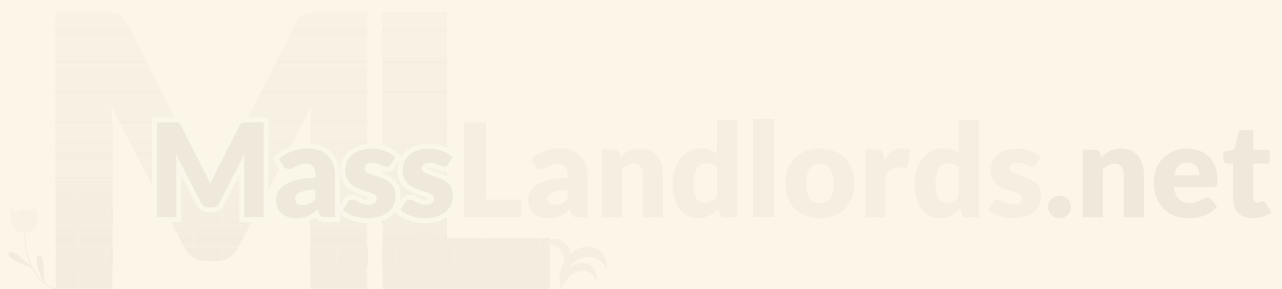
Google: [add our entire event calendar to Google calendar.](#)

iPhone & iPad: [add our entire event calendar to iCal.](#)

Outlook: [add our entire event calendar to Outlook.](#)

Add just this event to your calendar:

Google: [add just this event to Google calendar.](#)



What we do, so you don't have to.

Boston • Brookline • Cambridge • Somerville • Medford • Newton • Watertown

The MerGo Experience

Customer Service focused, MerGo brings a fresh perspective to Property Management.

Get the responsive service you, your property, and tenants expect, plus the ROI you deserve. Currently accepting new clients.

Our Services



Property Maintenance



Rent Collection



Bookkeeping



Leasing & Tenant Screening



Creative Solutions



Owner Communication

MERGO
PROPERTY MANAGEMENT

5% Flat fee

& No Maintenance or
Service Upcharge

Contact: Lucas Merchant • lucas@mergogroup.com • (617) 990-6201 • mergogroup.com

MassLandlords
One Broadway, Floor 14
Cambridge, MA 02142



SUBSCRIBE TODAY

Perfect to share at the office. Members can add print delivery for an additional \$90 per year. Become a member and subscribe online at masslandlords.net/join.

Support better housing policy and housing journalism in Massachusetts.