



NOVEMBER 2023



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**Chapter 186: Change the  
Locks for Those Under  
Threat of Domestic Violence**

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**Spotting Water Infiltration  
Early Can Save Thousands in  
Property Damage**

**Ferreira v. Charland –  
Another Unfortunate  
Court Decision for  
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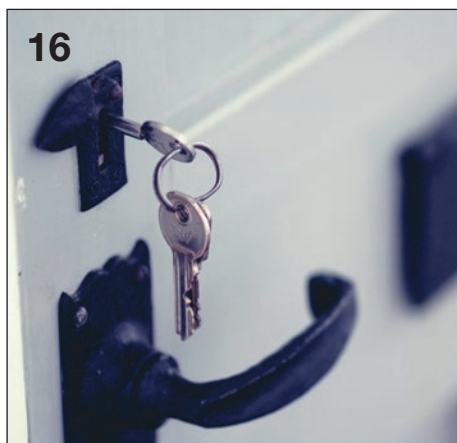
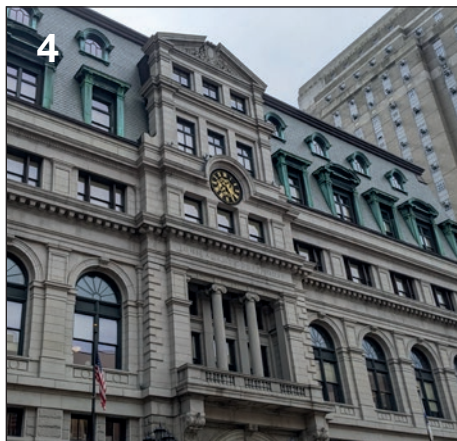
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info@masslandlords.net

774-314-1896

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#### LETTER FROM THE EXECUTIVE DIRECTOR

## Annual Elections for Director plus Bylaws

**Our Letter from the Executive Director for November 2023 details progress towards emissions reductions, rent control opposition and housing stability. Plus we have annual elections coming up.**



In October we moved forward on our Boston litigation against rent control and our new public-facing site for the history of rent control. We also had a pleasant dinner meeting with the greater Springfield chapter, where attorney Larry Farber discussed the unpleasant *Ferreira v. Charland*, described in this edition. Coming up we will have elections, including important decisions on proposed bylaws changes.

As I mentioned last month, rent control opposition is unified and coordinated. We have contracted with a web development company to produce our permanent home to oppose rent control. Fundraising is going well; we have raised over \$2,000 of the \$5,000 required for Phase I. Please if you can, donate \$200 to help us build the "history of rent control" website. Kids these days don't know it reduced funding for schools, had a disparate impact on the basis of race, or led to hundreds of boarded up buildings across Boston and Cambridge.

I attended our appeal against the Executive Office of Housing and Livable Communities on Oct. 5. The state lost 47,000 of the 151,000 applications for rental assistance. We have sued for access to public records following their increasingly curt refusal to cooperate. It's hard to say whether the panel of three justices will remand the case (as they should) or if we will be left appealing to the SJC. Either way, Massachusetts remains for the time being an opaque state where a billion dollars can be spent without a shred of public oversight. And more distressingly, some of us get cut out of funding for secret reasons.

In contrast to renter advocacy, I find genuine warmth and appreciation for housing providers in climate and energy efficiency circles. The equity working group recommendations for the next three-year plan for Mass Save were presented to the commissioner of the Department of Energy Resources and the full Energy Efficiency Advisory Council on Oct. 10. We have been allowed to contribute as often as we have asked. Altogether this collaboration could bring substantial emissions reductions, air quality improvements and capital to environmental justice communities starting Jan. 1, 2025.

Meanwhile on the operations side of things, a small study of RentHelper payment plans achieved a significant result: It's now known with 99.6% certainty that renters who use a payment plan will be stable on average 50% longer.

Our annual business meeting is coming up. We need nominations for the Board of Directors. Also, a series of nine bylaws changes are to be proposed for MassLandlords. These should help enshrine certain cultural aspects of how we run things, including our Certified Massachusetts Landlord™ program and also our Policy Priorities Survey. Please nominate and be prepared to vote yes.

Thank you for supporting our mission to create better rental housing. Please join as a member, become a property rights supporter or increase your level of support. We aim to hire both a full-time educator and policy advocate.

Sincerely,  
Douglas Quattrochi  
Executive Director, MassLandlords, Inc.

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# Ferreira v. Charland – Another Unfortunate Court Decision for Massachusetts Landlords

By Eric Weld, MassLandlords, Inc.



The John Adams Courthouse, at 1 Pemberton Square in Boston, houses the state appeals court.

## The Massachusetts Appeals Court recently issued a decision that once again favors renters' rights over landlords'.

A recent housing appeals court case, *Ferreira v. Charland*, once again underscored the difficulty of landlording against a stacked legal deck in Massachusetts, and the importance for landlords to follow law to a tee.

Not that we really needed another reminder, but the case, which made its way to the appeals court, illustrates the legal skew toward renters' rights. Most

prominently highlighted in the appeals court decision, which overturned a lower court, is the uneven construction of MGL ch. 239 s. 8a. Simplified, the law grants tenants the right to cure legal discrepancies when they owe the landlord more than the landlord owes them, and retain contested possession. The same right is not granted to landlords.

For example, when a landlord improperly bills utilities to a tenant, resulting in a big refund owed to the renter, that renter has the right to defend for possession in an eviction. Even if a landlord seeks to cure the mistaken billing by paying the refund

times three, the renter can still win. The landlord's payment – their attempt to cure – does not grant them the right of possession of their property. The right to cure is codified only for tenants.

That single difference in rights can play out in significant ways. It can disallow a no-fault eviction, for instance, and give a tenant the contested right of possession even after they have received three-times payment from a landlord.

By way of explanation, let's review *Ferreira v. Charland* to examine what happened, how it could have happened differently, and what landlords can learn from this court decision.



## OVERTURNED ON APPEAL

Ferreira v. Charland began in 2020 as a no-fault summary process case in Western Division housing court, heard by Justice Robert G. Fields. Cassandra Ferreira, the plaintiff, sought to regain possession of a house she owned and had been renting to Laurel Charland. Charland was a co-defendant in the case, along with her two co-tenants, Jason Charland and James Vasquez. Fields decided for the plaintiff (Ferreira) and awarded her possession of the rental unit.

The case was appealed by Charland, who was the sole defendant in the appeal.

The appeal was heard “en banc” by a panel of appeals court judges in summer 2023. In fact, this case was historic, the first case in Massachusetts history to be heard by all 25 appeals court judges.

At the urging of the attorney general, the appeals court panel overturned Judge Fields’ decision for the plaintiff, awarding

possession to the defendant, tenant Laurel Charland.

The appeal decision included eight dissents. Seventeen judges decided for the defendant, overturning the housing court decision.

## SUMMARY PROCESS GONE SIDWAYS

Ferreira originally issued a notice to quit to her tenants in December 2020. Ferreira had once occupied the rental property, and, according to the case docket, told her tenants she needed to move back into her house. She began a no-fault summary process based on a 30-day notice to quit.

As part of the lease, the tenants had been paying for water and sewer service, among other utilities. However, important in this case, Ferreira did not install low-flow appliances as legally required in order to charge tenants for water and sewer.

In answer to the eviction action, Charland filed a counterclaim charging

her landlord with a violation of the state’s water use law. She sought money damages and to retain possession of the rental.

Before the date of the court hearing, attempting to rectify the water use law breach, Ferreira, through her attorney, sent checks to both Charland and her attorney, totaling \$3,615. The checks were accompanied by notes explaining that they represented reimbursement for water charges while Charland was a tenant, as well as damages stemming from the violation. The notes also mentioned that the total payment equaled “three times a month’s rent.”

No record states whether Charland cashed or deposited the checks, or stored them. (We attempted to reach Charland’s attorney, Gabriel Fonseca, listed with Community Legal Aid in Springfield, to confirm whether Charland cashed or deposited the payments. Messages were not returned.)



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## CORRECTING THE WATER USE VIOLATION

In the housing court case, Ferreira had admitted her violation of the water use law. But she argued that she had made her tenant financially whole, and therefore cured the violation, by reimbursing her an amount totaling three times what was owed.

Ferreira's attorney, Lawrence Farber, argued that the tenant's counterclaim was no longer relevant, and should be waived. In fact, Farber contended, by the time of the hearing, there were no amounts owed to either party. Therefore, section 8a of chapter 239 was not applicable to the case.

Charland's attorney countered that Charland never gave indication that a reimbursement payment would serve as a settlement, nor that her counterclaim for possession would be dropped in exchange for such payment.

(Once Farber realized the original summary process was flawed, due to Ferreira's violation of the water use law, he refiled a new summary process. That action, which was put on hold pending outcome of the first summary process, was not relevant to the ultimate court decisions.)

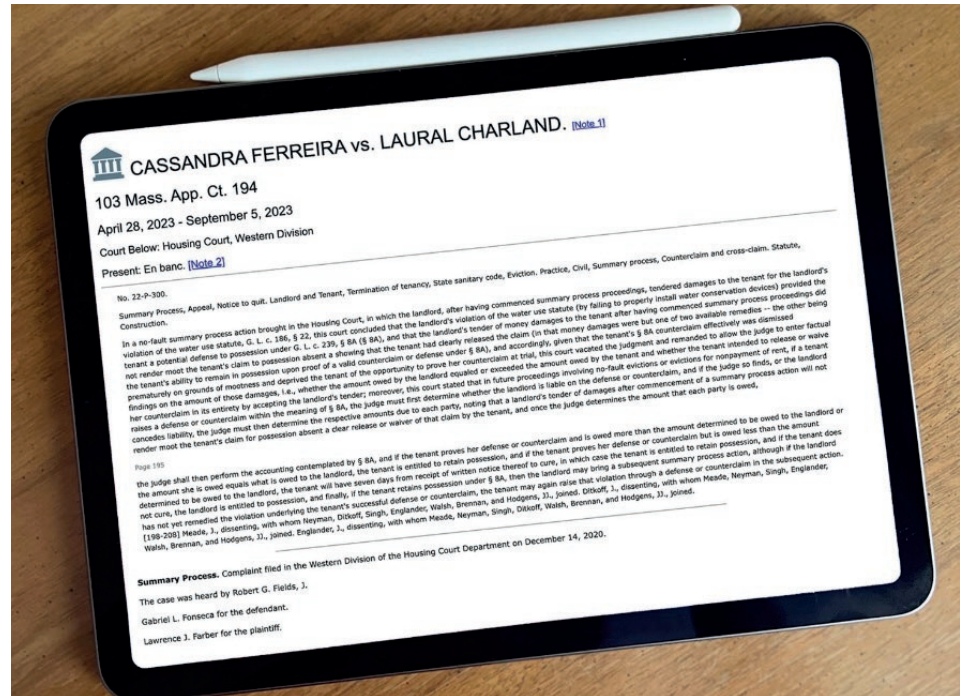
Judge Fields agreed with Ferreira's argument that she had cured her water use violation by virtue of her triple-damages payment to the tenant-defendant. He granted possession to the landlord, with a stay on eviction pending a date certain.

Charland appealed.

## TENANTS' RIGHT TO CURE (BUT NOT LANDLORDS')

The appeal focused more adamantly on MGL ch. 239, s. 8a. The statute grants a tenant the right to counterclaim for damages or to defend against possession if a landlord is shown to have violated their legal obligation as a housing provider.

Section 8a of chapter 239 protects tenants who have withheld rent due to uninhabitable living conditions in their rentals. However, a 2016 case, Meikle



**MGL Ch. 239 s. 8a, the statute cited in Ferreira v. Charland, grants tenants the right to counterclaim or defend against possession for breach of warranty, breach of rental agreement, or "violation of any other law."**

v. Nurse, applied a clause of the law to also protect tenants whose landlords had violated "any other law." Citing that precedent, tenants may defend against eviction not only when a rental doesn't meet sanitary code standards, but for any legal violation, even in an otherwise pristine rental unit. In Ferreira's case, that pertained to the landlord's violation of the water use law.

Notably, if the reverse is true – if a tenant fails to pay rent or commits a violation that leads to court – the tenant is granted the right to cure the violation and retain possession under section 8a. Oddly, only tenants are granted this right. Landlords have no such right to cure a violation and repossess their property.

"In this way," notes the Ferreira v. Charland case docket, "the statute creates an incentive for landlords to comply with their obligations under the law, while providing tenants the opportunity to 'cure,' that is to retain possession of the premises if the landlord is made financially whole."

## FOLLOWING LANDLORD-TENANT LAWS IN MASS.

Of course, landlords are always advised to comply with the law. But Massachusetts is a highly regulated state when it comes to rental housing. And if every law were straightforward and simple to understand, it might be arguable that ignorance of the law is no defense. But our laws are too often confusing and clumsily written, so that even judges sometimes have difficulty adjudicating them. Consider our state's security deposit law, for one example, which has caught more than one well-meaning landlord in a snarl of penalties and legal fees. There is no shortage of cases in which landlords have tried to adhere to the law in providing quality housing, but have failed because of the laws' layers of confusion.

Given the intensity of regulation in Massachusetts, it would be reasonable to include legal provisions for landlords to cure mistaken violations when they happen, for whatever reasons. Instead, as was made apparent in Ferreira v.



Charland, taking your tenants to court can sometimes backfire.

Cash for keys might have been a better option for Ferreira.

## DECISION FOR THE DEFENSE

Whatever the reason for Ferreira's failure to comply with the water use law, this landlord admitted to the mistake and attempted to set it right. In fact, the plaintiff argued, there was no amount owed to one party from the other by the time of the original summary process. Ferreira had paid Charland in excess of what was owed for the water use violation before any court events had taken place.

Charland's appeal argued that Ferreira's voluntary reimbursement wasn't valid because there was no previous agreement that payment would remove Charland's counterclaim. Also, she argued, there was no evidence or record that Charland accepted Ferreira's payment.

Ferreira's reimbursement payment to Charland didn't matter in the appeal decision. A majority of the en banc appeals panel found for the defendant, awarding Charland possession of the rental. Notably, the dissent consisted of eight judges, an unusually high number. (Writing for the dissent, Judge Joseph Ditkoff emphasized dissenting judges' confusion because the defendant admitted in housing court that no funds were owed to her. She had been refunded by the landlord before the hearing date.)

## WHAT COULD FERREIRA HAVE DONE?

Ideally, Ferreira would have either installed low-flow water appliances and had the city sign off on them before charging her tenants for water and sewer use; or decided not to charge for water/sewer.

But once the water use law violation occurred, did she have better options than trying to cure in the middle of an eviction case?

If she had been able to get an agreement signed by her tenant before serving a notice to quit, stating that a three-times reimbursement would satisfy

any violations, it's possible an eviction would have held up on appeal. It appears that the appeals court cited the lack of a settlement agreement between the parties as a reason for overruling Judge Fields' decision for the plaintiff. If Ferreira had had such an agreement in hand, it would have removed that basis for an overturned ruling.

Even if the tenant had refused to sign such a document, it would have given the landlord the choice not to make the three-times payment, and to pursue other options instead.

Perhaps most advisedly, Ferreira, or others in similar predicaments, might consider skipping court altogether and directly discussing the matter with their tenants to see if a suitable solution exists. Cash for keys, for example, might be a more optimal remedy than a summary process.

A cash for keys offer might not have sufficed in Ferreira's case. Her tenant felt strongly enough about remaining in the rental to have pushed an appeals process, enlisting community legal services for her defense. It's possible a cash for keys offer would not have been enough to gain her agreement to move out.

But before serving a notice to quit, many landlords should at least consider cash (or some other value) for keys, or another alternative. It could save money, in comparison with a court case, and would almost certainly save time. Once a notice to quit has been served, it establishes an adversarial wedge between landlord and tenant, even in no-fault cases, and could make court alternatives more difficult to negotiate.

## THE LESSON FOR LANDLORDS?

The appeal decision in Ferreira v. Charland is difficult to accept. It's another case that underscores the legal skew against landlords in Massachusetts. As a landlord, if you don't follow the laws to the exact word, don't count on recourse in court, it suggests. On the other hand, if you're a tenant, and you violate your legal obligation, like not paying rent for months, a safety net

is often built into the law, as it is in Ch. 239 s. 8a.


Ferreira tried to do the right thing through legal channels. She was punished for it, and is now worse off than if she didn't go through the courts at all.

Had the appeals panel majority in Ferreira v. Charland included some kind of indication of the behavior they would have favored from the landlord, this case might provide some educational value. But no such indication was included with the decision, only a seemingly ideological decision for the defendant's counterclaim for possession.

This leaves landlords little to go on, except to be exceedingly adamant about learning and adhering to landlord-tenant laws in this state.

It's ironic, in a state with one of the tightest housing markets in the country, that renting should be made onerous. And it may be inevitable that legislative policies and court decisions must become more balanced toward those providing much-needed housing.

Still, despite unfortunate cases like Ferreira v. Charland, rental housing remains a worthwhile investment in much of Massachusetts. It just has to be conducted with utmost attention to our state's laws and regulations. Before serving a notice to quit, check with an attorney to make sure your business and legal standing are sound.

If you have a case or an anecdote that could help educate landlords, please let us know at [hello@masslandlords.net](mailto:hello@masslandlords.net). 

Point your camera app here to read more online.



# Spotting Water Infiltration Early Can Save Thousands in Property Damage

By Kimberly Rau, MassLandlords, Inc.

**Ask your renters to let you know if they see any signs of water infiltration or flooding so you can avoid significant property damage.**

Property damage from water infiltration can cost thousands of dollars in expensive, time-consuming repairs to your rentals. For instance, just 1 inch of flood water can cause \$25,000 in damage to a home. Spotting the signs of water infiltration early can mitigate the damage to your rental properties, and your wallet.

In this article, we'll discuss some of the major ways water can damage your property, and look at the early warning signs of water infiltration. We'll also briefly talk about ways you can be proactive in protecting your rental properties against water damage.

## HOW HEAVY RAINFALL CAN CAUSE PROPERTY DAMAGE

On average, Massachusetts receives 45 to 55 inches of rain annually. If that rain is spread out over a long period of time, it's not usually a problem. But all it takes is a few days of heavy rain to make that number skyrocket and cause issues for homeowners. Boston typically sees just over 3 inches of rain every July. But 2023 was the second wettest July on record, with 10.43 inches of rain falling on the city over the course of the month. Leominster saw catastrophic flooding in September 2023 after 11 inches of rain fell on the city over the course of two days.

Heavy rainfall can be a problem for property owners, because all that water has no place to go. If the ground can't

absorb all the precipitation, the runoff is handled by storm water systems, such as drains. When the systems are full, the water runs wherever it can, potentially damaging your property.

First, your basement could flood, ruining the walls and floor and damaging any personal property that may have been on the ground. Pilot lights for methane furnaces and water heaters are located low to the ground; if exposed to water, they will blow out and possibly rust.

Heavy rains may penetrate your house's siding and enter the exterior wall. This can lead to mold and rot issues in the wood. If too much water sits against your foundation, it can crack, leading to structural damage over time. Fieldstone

foundations have sandy mortar mixes that wash away with age. If your gutters overflow, you could see damage to the roof or siding as well.

Finally, when it rains, animals and insects seek shelter in drier areas. If your home is not secure against pests, you could find yourself with a rodent or insect problem after a heavy rain. Though the damage such infestations can cause does not stem directly from water damage, it's still something to look out for. Remember, the state sanitary code now requires you to inspect your rentals for insects and pests.

If your property is already showing signs of water infiltration, the issue is only going to get worse with every storm.



Water with no place to go can cause tens of thousands of dollars in property damage. This 1936 flood in Andover certainly left many with extensive repairs to do. (Image: Public Domain)



Getting notice of problems early could save you a lot of money on repairs later.

You can also get guards for your gutters. These are screens that sit on top of the gutters and keep the majority of leaves and large debris pieces out, while still allowing water to pass through.

#### **BEST PRACTICE: ASK YOUR RENTERS FOR EARLY NOTIFICATION OF SIGNS OF WATER DAMAGE**

You may not be able to prevent all types of water damage, but the faster you act when you find evidence of problems, the easier it will be to resolve them. This is fairly simple in your own home, since you're there all the time. But keeping a close eye on your rental properties will take some investment from your tenants.

By appealing to your renters to keep you apprised of signs of water damage, everyone wins. You protect your investment property and your status as a good landlord by not allowing things to fall

into disrepair. Your renters get to live in a home that's safe and dry and know you're looking out for them.

Ask your renters to alert you to any of the following red flags that indicate water infiltration: a wet or musty smell; discoloration or stains on the floor; ceiling or walls; or an influx of spiders or beetles in an otherwise well-sealed and well-screened unit.

These are all early warning signs of a bigger problem. Water stains on the ceiling could indicate a roof leak, or, in a multifamily property, a leak in the unit above. A bunch of beetles showing up out of nowhere means there's a breach in your property's exterior. And a wet or musty smell means the water is causing mildew or mold.

If you receive reports of any of these danger signs of water infiltration, get a licensed handyperson or plumber out to assess the damage. It could be a simple fix, but even if it's a more complicated problem, figuring out the issue now

is cheaper than waiting. Replacing a bathtub seal is less expensive than replacing an entire ceiling. Repointing your basement (more on that shortly) is cheaper than mold remediation.

#### **BEST PRACTICE: STOP WATER DAMAGE BEFORE IT STARTS**

Fixing water damage in its early stages is cheaper than addressing major problems. But the most economical way to fight water damage is to prevent it from becoming an issue in the first place.

#### **WHICH IS BETTER FOR MY RENTAL PROPERTY, COMMERCIAL OR RESIDENTIAL GUTTERS?**

The best defense against damage from heavy rains is a good offense, and that's where gutters come in. Gutters and downspouts keep water from pooling near your foundation, and can also prevent water flow from changing your landscaping. Typically, bigger is better, as long as the gutters can properly attach to your house.

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**This fieldstone foundation had extensive sand accumulation against the walls, a clue to water infiltration over long time periods. Repointing involved chipping away loose and crumbling mortar, then using an industrial pastry bag to inject mortar mix far into the cracks. CC BY-SA 4 MassLandlords Doug Quattrochi**

To keep your roof and walls safe, make sure your gutters are clear of debris that could prevent water from flowing freely. Gutters and downspouts keep water from pooling near your foundation, and can also prevent water flow from changing your landscaping.

Larger gutters allow more water to be directed away from the house. If you can get them to attach easily, commercially sized gutters may be a smart choice for your rental, especially if it's a multifamily property. Whether you can install them will depend on how your roof is structured. Consult a professional if you're not sure.

Most people will choose residential gutters for single-family rental properties, but owners of multifamily properties should be installing gutters that measure a minimum of 3x4 inches. Residential gutters come in two basic shapes: K-style or half-round.

Half-round gutters typically have a width of five or six inches, and are most common on homes built during or before

the mid-20th century. These gutters are durable and can hold a lot of water but, due to their deep "u" shape, may hold more debris than other options.

K-style gutters are the most common gutters installed on homes today. They come in the same widths as half-round gutters, but are flat on the back, allowing you to attach them directly to your fascia boards. The problem comes with keeping them clear of debris, as that back angle can allow more dirt to accumulate.

Residential gutters come in a variety of materials, from vinyl to copper. The material you choose will determine how much your gutters cost, and how long they'll last. For instance, aluminum gutters are easy to install, and many people choose to install them on their own, without a professional. They're more budget-friendly than other options, but also only last 20 to 30 years and may crack more easily than other metal gutters. On the other end of the spectrum, copper gutters will last for decades, but are expensive and require professional

installation. Consider all your options before making a purchase.

If you need to install or replace the gutters on your home, you do have the option of selecting a commercial gutter system.

Commercial gutters are larger than residential gutters, up to 10 inches in width, which means they can handle more water, but they also can hold more debris. We recommend gutter covers or guards for all gutters, regardless of size. Commercial downspouts measure 3x4 inches, compared to a typical 2x3 residential downspout. This provides faster drainage away from your property, as long as the gutters on the roof are kept clear of debris.

Most commercial gutters are box style and attach under the shingles, meaning they would need to be installed either during construction or when the roof is replaced. Due to their size, however, commercial gutters may look out of place on smaller homes. Some cities and towns have restrictions on gutters, so always check with your municipality before installing anything.

### **SATELLITE DISHES CAN ALLOW WATER TO DAMAGE YOUR ROOF AND WALLS.**

Satellite dishes may seem like a good amenity to offer, but an improperly installed or maintained satellite dish can open your property up to a bunch of issues. The preferred location for satellite dish installation is on a porch or deck post, but sometimes companies will install them on an exterior wall or the roof. In those cases, a hole must be made through your siding or your roof. This is a direct line of access from the outside to your interior. A good installation will include proper weather sealing around the access point, but this weather sealing is only guaranteed for so many years.

If the weather seal around the satellite dish's point of access to your rental home fails, or is improperly applied, moisture can get into the property, damaging the walls or roof structure. If mold or mildew results from this, it will be your responsibility to fix the problem. Insects can also get in through improperly





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sealed access points, upping the potential for infestation.

The good news is, in many cases, you don't have to allow satellite dishes on your rental property roof. While the satellite industry has been very vocal about everyone having the right to have a satellite dish, the actual law on banning satellite dishes is a bit more complicated.

The FCC says you must allow satellite dishes in areas where your renter has exclusive use of the property, but also says you can require your tenant to ask permission first before installing a dish. In a single-family home, this means you must allow the dish, but it cannot be installed without your knowledge. This is one way you can help ensure the satellite dish is properly installed and weather-sealed.

If the home is historic, and installing a satellite dish would prevent the property from being listed on the National Register of Historic Places, you can deny the installation even if the renter has exclusive use of the property. Similarly, you can deny a satellite dish if the installation would create a safety hazard, and the hazard is put in writing. Mold is a safety hazard; roof leaks can lead to mold. The risk of mold is why we recommend banning satellite dish installation on any roof.

In multifamily homes, you can say that no satellite dishes may go on the roof or through the siding of the home, as your renters do not have exclusive use of these areas.

If you really want a satellite dish on your rental for whatever reason, we recommend getting your own professional installation. This way, you can select an area where the dish is unlikely to do any harm, and can list the dish as an amenity to attract renters. The best place for proper installation of a satellite dish is on a piece of wood, such as a vertical porch post, that is sealed with caulk along the upper half of the mount plate to protect that post.

### BASEMENT REPOINTING CAN HELP YOU ELIMINATE SOURCES OF WATER, RODENTS AND INSECTS.

Older homes in Massachusetts may have a stone or brick foundation. These are wonderfully durable, but over the years they can begin to show damage in the pointing. The pointing is the external and internal (for basement foundations) sides of the mortar joints. This degradation can lead to points of entry allowing vermin, insects and water free access to your property. Repointing is when you have a professional re-seal all or part of your foundation's pointing.


An easy way to tell if your basement has any of these grossly bad access points is to go into the cellar during the day. First, look around the basement and check the foundation for these voids (holes). Mice will leave behind evidence of their entry; look for sprinkle-sized excrement. Spiders will make webs.

Once you've done a visual check in the light, block off any windows and stand

in the dark. If you see any light coming in, those are areas that will need sealing against the elements.

Repointing can be expensive depending on how much work needs to be done, but it's still likely going to be cheaper than fixing mold or addressing flood damage.

### CONCLUSION: FOREWARNED IS FOREARMED

Our best advice is to use our annual maintenance checklist to ensure your property is watertight and weather sealed. But since problems can arise at any time, make sure your tenants know the signs of water damage to alert you to as soon as possible. Remind them that fixing small issues is faster than addressing big issues and that it's in everyone's best interest that your rental property, their home, remain safe and free of water damage. 

Point your camera app here to read more online.



# Rental Form: Stored Energy Addendum Requires Renters to Restore Levels Upon Move-out

**Whether you have propane, oil or use battery-powered energy sources, this form stipulates your renters must leave the unit with the same amount of fuel that they started with.**

If your rental unit uses oil, propane or solar panels as a heat source, you may wonder what happens when your renter's lease is up and they move out. Our new stored energy addendum form puts the onus on the tenant to return the energy source to the level it was at when they moved in.


The addendum is another rental form available to MassLandlords members in good standing and can be included

with any other forms you may present at lease signing. The form stipulates which kind of fuel or energy the rental unit has, and warrants that the listed fixtures are for the tenant's exclusive use (only they will be using that fuel or energy to heat the unit they will be occupying).

The form has a place for you to record the starting level of the energy fixture, whether that's gallons of fuel in the propane tank, a recorded percentage of how full the oil tank is, or how much the existing battery is charged. This represents starting energy the tenant has not paid for.

When your renter signs the addendum, they are acknowledging that they are starting their tenancy with a certain amount of fuel or energy, and that when they move out, they are responsible for returning the tank or battery to the level that is recorded on the form. For oil and propane tanks, this will mean placing a fuel order with a supplier. Solar batteries will typically charge themselves off the solar panels; however, if your renter turns the battery off for some reason, they will need to make sure it is turned back on when they leave so it can recharge.

Further, by signing the form, your renters are agreeing that if they do not return the energy source to its starting level, they will be charged for the cost of restoring those levels after the fact.

This form is appropriate for renters who with exclusive use of the energy source during their tenancy. It should not be used for rental units that use natural gas for heating. 

Point your camera app here to read more online.



Our stored energy form states that your renters must return fuel tanks or batteries to their starting levels before they move out. (License: CC by SA 4.0 MassLandlords, Inc.)





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# MassLandlords Offers Housing Provider Perspectives on Mass Save

In preparation for an August 2023 panel, we spoke with landlords who used Mass Save and sent our recommendations to the Energy Efficiency Advisory Council for consideration.

In August 2023, we were invited to participate in the Department of Energy Resource's Energy Efficiency Advisory Council Equity Working Group (EWG), which is tasked with developing a three-year plan for Mass Save that reaches more renters and landlords. The Mass Save energy program is designed to connect property owners with resources to make their houses and other structures more energy efficient.

To prepare for the Aug. 21 panel, we collected testimony from landlords who have used Mass Save, and produced a five-page document outlining the collected recommendations. It is our hope that we will be able to connect more landlords with energy efficient resources, and make the program one that housing providers are inclined to participate in.

First, we highlighted the things that we know Mass Save is doing right. Substantial incentives for weatherization, air sealing and electrification are fantastic, as are the incentives to remove old wiring and other barriers to energy efficiency. We also appreciate the flexibility the program offers with whole-building assessments for multifamily properties if a majority of the residents are income-eligible or receiving fuel assistance, among other possible qualifiers.

We also listed some areas of improvement that we hope Mass Save will consider implementing. Some of our landlords reported that they were receiving inconsistent energy reports, depending on which Mass Save vendor was performing the assessment. We recommend that Mass Save vendors are supervised at both the assessment and at the time of estimate. Furthermore, we recommended a centralized database where energy assessments could be reported.

We also recommended Mass Save find ways to make their program more time-efficient. The Mass Save program is complex and covers a lot of areas within the home, but property owners often have other jobs and may not be able to commit to multiple meetings and chase down rebates after the fact. An energy liaison could potentially streamline this process for participants.



Insulation is just one of many energy-efficient upgrades that Mass Save can help landlords with on their rental properties. (License: CC BY-SA 4.0 MassLandlords)

We also suggested more resources explaining the program, and better marketing to get that information into the hands of those who could use it most. A major outcome of the EWG may be translations of Mass Save literature into more languages.

We are hopeful that by having a seat on this committee and bringing your comments to Mass Save, we can get more landlords excited about making their rental properties energy efficient.

You can read the entire PDF on our website. [ML](#)

Point your camera app here to read more online.







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# Chapter 186: Change the Locks for Those Under Threat of Domestic Violence

By Kimberly Rau, MassLandlords, Inc.

Changing the locks on a tenant is illegal in most circumstances, but when it comes to domestic violence, landlords who act in good faith are protected under MGL Chapter 186. (Image License: Jaye Haych for Unsplash)

## MGL Chapter 186 allows landlords to change the locks if their renter is at risk of domestic violence, even if the accused also lives in the unit.

Renters who are under immediate threat of domestic violence may request that their landlords change the locks, according to MGL Chapter 186, Section 26. Established in 2013, this law applies to all landlords and covers all renters, public and private, as opposed to the federal Violence Against Women Act, which applies only to those receiving federal public housing assistance.

Typically, we tell landlords that they cannot change the locks on their tenants, as doing so could constitute an illegal eviction. But in the case of domestic violence, the law, officially titled “An Act Relative to Housing Rights for Victims of Domestic Violence, Rape, Sexual Assault, and Stalking,” makes an exception, if the threat is credible (more information on that shortly) and you act in good faith.

### DOMESTIC VIOLENCE CAN HAPPEN TO ANYONE

Anyone can find themselves in an abusive relationship. Statistics collected by the

National Coalition Against Domestic Violence report that 33.9% of women and 31.7% of men in Massachusetts have experienced physical violence, sexual violence and or/stalking from an intimate partner in their lifetimes.

Unfortunately, it doesn’t always stop there. Data from Jane Doe Inc., a Massachusetts group, shows that there have been 11 domestic violence homicides so far in 2023 (as of this writing, it was early autumn). There were 25 such homicides in 2022.

The laws discussed in this article apply to people of all genders, in any type of domestic relationship, romantic or otherwise. Family members, ex-spouses or other former intimate partners, and cohabitants may also be victims of or perpetrate domestic violence.

### MGL CHAPTER 186, SECTION 26: CHANGE THE LOCKS IF TENANT REASONABLY BELIEVES THEY ARE IN DANGER.

MGL Ch. 186, S. 26 instructs landlords to change the locks of a rental unit upon request if the tenant is under “imminent threat” of domestic violence, rape, sexual assault or stalking. This request can come from a tenant, co-tenant or other

household member. The statute defines “household member” as someone living with the tenant or co-tenant who is a legal adult or an emancipated minor.

If a tenant requests a lock change because they reasonably believe they are in immediate danger of domestic violence on the premises, you (or your property manager) must change the locks for the individual unit.

As it is written, the law does not state that such a request must come in writing. Your renter may make a verbal request, and you must honor that. Best practice here is to comply with the request, and then send a text message or email summary so you both have a record in writing. “Hi, Tina, for both of our records, I am confirming receipt of your lock change request on [date]. The locks have been changed and your copy of the key will be waiting in the office.”

Once the request has been made, you have two business days to make a good-faith effort to change the locks. You may also give the tenant permission to change the locks (and provide you with a key). You can charge a fee for re-keying the unit, but it cannot exceed the market price for such a service in your area.



If you do not change the locks, either due to laziness or because you are not acting in good faith, your renter may change the locks anyway. You may also be held liable for damages resulting from your inaction, including being held civilly liable for any harm that comes to your tenant. You could also be required to pay three times the rent, plus attorney's fees.

### WHAT IF THE TENANT BELIEVES THEY ARE IN DANGER FROM SOMEONE ELSE IN THE RENTAL UNIT?

If the alleged perpetrator also lives in the unit as a tenant, co-tenant or household member, you may still change the locks, and deny the accused a key. However, in this instance, the tenant making the request must also provide evidence of a protective order against the accused, or a court record that indicates the accused presents an imminent threat of domestic violence, rape, sexual assault or stalking.

### CAN I ASK MY TENANT FOR PROOF THAT THEY ARE IN IMMINENT DANGER?

If a renter requests you change the locks, there are certain times when you can request proof of their status as a survivor of abuse as categorized in the law. You may also request the name of the perpetrator, if it is known.

We recommend you tread lightly here. If your renter is asking you to change the locks against someone who also lives with them, you must get proof of the protective order or court record as outlined above, but don't pry. If a judge has determined

this person is in danger, it's not up to you to ask for more details, which could be quite traumatic for a survivor of any kind of violence.

If your tenant is asking for a lock change against a former partner who may have had a copy of the key but who is not on the rental agreement, you may not ask for proof at all. But be careful. Just because someone isn't on the legal paperwork doesn't mean they automatically have no right of occupancy. In *Slavin v. Lewis*, the courts determined that Nanette Lewis, the longtime partner of Sumner Slavin,

was not a "trespasser" or "mere guest" after they broke up simply because she was not on the rental agreement. The person your renter is accusing may still have right of occupancy, depending on the circumstances.

### MY TENANT REQUESTED I CHANGE THE LOCKS ON SOMEONE WHO LIVES WITH THEM, BUT THEY DON'T HAVE THE PROOF THEY NEED FOR ME TO DO IT.

Imagine this scenario. Your tenant, Tommy, comes to you and verbally

COMPLAINT FOR PROTECTION FROM ABUSE G.L. c. 209A				DOCKET NO.	Massachusetts Trial Court
<input type="checkbox"/> Boston Municipal Court <input type="checkbox"/> District Court <input type="checkbox"/> Probate & Family Court <input type="checkbox"/> Superior Court				DIVISION	
A NAME OF PLAINTIFF (person seeking protection)			F NAME OF DEFENDANT (person accused of abuse)		
B			Defendant's Alias, if any		
C			Sex: <input type="checkbox"/> M <input type="checkbox"/> F		
<input type="checkbox"/> I am 18 or older. <input type="checkbox"/> I am under the age of 18 and _____ (name), my _____ (relationship to Plaintiff), has filed this Complaint on my behalf. <input type="checkbox"/> The Defendant is 18 or older.			The Defendant and the Plaintiff: <input type="checkbox"/> Are currently married to each other <input type="checkbox"/> Were formerly married to each other <input type="checkbox"/> Are not married, but are related to each other by blood or marriage; specifically, the Defendant is my: _____ (relationship to Plaintiff) <input type="checkbox"/> Are the parents of one or more children <input type="checkbox"/> Are not related, but live in the same household <input type="checkbox"/> Were formerly members of the same household <input type="checkbox"/> Are or were in a dating or engagement relationship.		
D To my knowledge, the Defendant possesses the following guns, ammunition, firearms identification card, and/or license to carry: _____			H Does the Plaintiff have any children under the age of 18? <input type="checkbox"/> NO <input type="checkbox"/> YES If so, the Plaintiff shall complete the appropriate parts of Page 2.		
E Are there any prior or pending actions in any state or country involving the Plaintiff and the Defendant for divorce, annulment, separate support, legal separation, or abuse prevention? <input type="checkbox"/> NO <input type="checkbox"/> YES If so, list court, type of case, date, and docket no. (if available).					
I On or about (date) _____ I suffered abuse when the Defendant:					
<input type="checkbox"/> Attempted to cause me physical harm <input type="checkbox"/> Caused me physical harm			<input type="checkbox"/> Placed me in fear of imminent serious physical harm <input type="checkbox"/> Caused me to engage in sexual relations by force, threat, or duress		
THEREFORE, I ASK THE COURT					

If your renter is in danger from someone who lives with them, you may deny the other resident a key if your tenant has a restraining order or other court paperwork against them. This complaint is not proof, but filing a complaint is the first step for a renter to get proof. (Image: Public Domain)



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requests that you change the locks to keep his ex-partner, Tony, out of the rental unit. Tommy says that Tony moved out weeks ago but has been returning to the apartment and acting violent. Both men are on the lease, and Tommy does not have a restraining order or other court paperwork to document his claims.

This is a tricky situation. In this instance, we recommend changing the locks (acting in good faith), but sending an e-mail to Tommy to create a paper trail and explain what limitations you are under without proof as required by law.

We suggest saying something like, "Hi Tommy, sending this for our records: I changed the locks today in response to you verbally notifying me of an imminent problem arising from Tony. I have not given Tony a key, but if he asks, I have to. I'm sorry you're going through this. Please take advantage of the resources at <https://masslegalhelp.org/domestic-violence>. If a restraining order is necessary, please show that to me as soon as you have it. That is required before I can deny Tony his key. If you

obtain a court order stating he is a threat and you are in imminent danger, I can accept that as well."

## **WHY DO I NEED TO CHANGE THE LOCKS IF MY RENTER HAS A RESTRAINING ORDER?**

In a perfect world, restraining orders, or orders of protection, would be all anyone needed to stay safe from their abusers. Unfortunately, if the accused decides to violate that restraining order with the intent of harming someone, a piece of paper won't keep your renter safe.

In early 2023, Newton resident Nancy Hanson obtained a restraining order against her husband, Richard. Two days later, he allegedly violated that order and killed her. Their minor child made the 911 call. According to the Boston Globe, Richard Hanson had previously been arrested on charges of violating a restraining order in 2021.

Changing the locks on your apartment could save someone's life if it prevents their abuser from entering the unit.

## **MGL CHAPTER 186, SECTIONS 27 AND 28: NO RETALIATION OR CIRCUMVENTING THE LAW.**

MGL Chapter 186, Section 27, allows the court to impose damages against landlords who do not change the locks or otherwise retaliate against their renter for requesting a lock change. Section 27 also states that if a court-issued order of protection is in place, the property owner may not interfere with it by refusing to change the locks.

If you have an old house, it may be time to retire those old locks and upgrade to something more modern. Old woodwork and lock holes may have trouble accepting commercially available modern locks, and hanging on to outdated locks with their finicky keys is fighting a losing battle. On the other hand, electronic locks can easily be "rekeyed" by changing their access codes.

Section 28 states that anything in a rental agreement that attempts to waive this protection is unenforceable. In other words, you cannot have a clause in your lease that states you will not change the





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locks, or that tenants will have to pay an exorbitant fee to have the locks changed.

### **MGL CHAPTER 186, SECTION 29: LANDLORDS WHO ACT IN GOOD FAITH ARE IMMUNE TO LIABILITY OR DAMAGE CLAIMS.**

If your tenant asks you to change the locks because someone else on the lease is posing a danger to them, you may be worried that the accused will attempt to take you to court on charges of an illegal lockout. The law has you covered.

Section 29 of the same chapter states that owners who act in good faith to follow the law are immune from liability or damage claims resulting from their actions. In other words, if your renter shows you a protection order between them and another tenant, and you change the locks and deny the perpetrator a key based on that order, the accused cannot collect damages from that action.

The phrase “in good faith” is important here. If you are going to restrict someone on the lease from entering their home, you need to see the appropriate

documentation before changing the locks. If your renter does not have that yet, point them toward the domestic violence resources in your county. If they believe they are in immediate danger, encourage them to call the police, which may expedite getting a restraining order.

### **MGL CHAPTER 186, SECTION 25: DON'T DENY TENANCIES DUE TO A PAST AFFECTED BY DOMESTIC VIOLENCE.**

Section 25 of Chapter 186 protects survivors of domestic abuse by not allowing landlords to hold the effects of it against them. If you have a prospective renter who is qualified, but you learn from a reference check that at one point they requested a lock change, you cannot disqualify them for that. That goes for any other right to protection they may have exercised in the past as well.

### **CONCLUSION**

It is unlawful to discriminate against people for their race, ethnicity, sexuality and many other protected classes.

Denying someone housing because their lives have been impacted by domestic violence will also run you afoul of HUD's fair housing laws and Massachusetts law.

If one of your tenants asks you to change the locks because they fear for their safety, you must comply. If they ask you to lock out another member of the household and they can provide the appropriate documentation, you must comply and you will be protected. In all cases, you must act on the concern in good faith. If you are in doubt, speak with your attorney, keeping in mind the two-day deadline. [M](#)

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# Notice of Annual Meeting 2023: MassLandlords Annual Elections Nov. 27 through Dec. 19

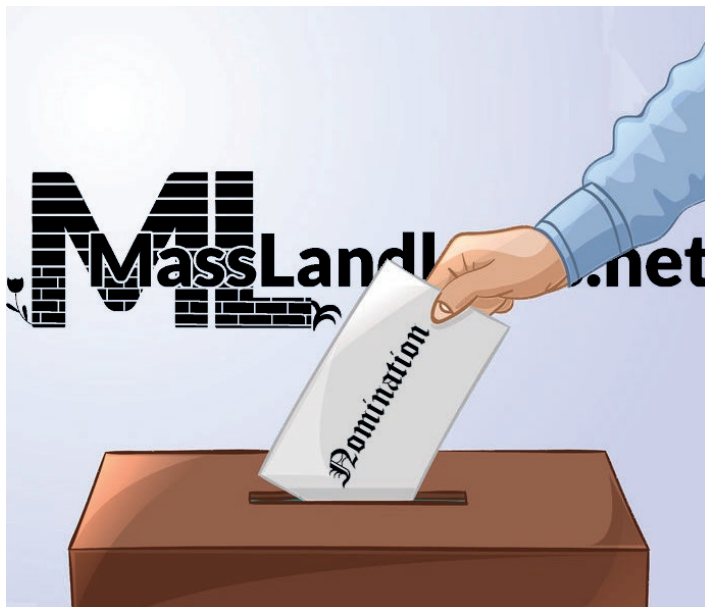
**Members in good standing must vote online at [MassLandlords.net/vote](https://MassLandlords.net/vote) in this year's annual election.**

At the end of each year we elect a member to the Board of Directors, and we also recognize someone with the MassLandlords Good Neighbor award. MassLandlords is a 501(c)6 nonprofit trade association. Members like you set our direction.

Our annual meeting this year will be conducted electronically only. The four event locations that would normally host in-person voting are closed, except an event may be announced in Worcester for Dec. 6. Electronic voting will take place at [MassLandlords.net/vote](https://MassLandlords.net/vote) starting Nov. 27, 2023 and running through Dec. 19, 2023.

The Record Date is Friday, Nov. 17, which means you must be a member in good standing on that day to vote. Quorum will be 25% of members as of the record date.

Members must pay dues to MassLandlords or a directly managed chapter (service contract chapters have their own elections).



Nominations are open for our 2023 annual election. Derivative of licensed 123rf.

## THE GOOD NEIGHBOR AWARD

The Good Neighbor Award is intended to recognize efforts to advance property rights or to improve the quality of rental housing in Massachusetts. All nominees are sent a letter of thanks. The nominee chosen by the membership will receive a commemorative plaque.

The deadline for nominees to appear on the ballot is the Record Date, see above. Members can submit nominees through the Record Date.


## THE BOARD OF DIRECTORS

The Board of Directors are volunteers who oversee the operations of the association. Our legal mission is to create better rental housing in Massachusetts by helping current, new, and prospective owners run profitable, compliant, and quality businesses. To this end, MassLandlords organizes opportunities for landlord education and networking and advocates appropriate changes to the laws.

At time of writing, no members had been formally nominated.

Directors serve a five-year term. The Board of Directors has no operational responsibility, rather, their job is to oversee. In particular, they must hire or fire the person currently in the Executive Director's role, if necessary. They must also review financial reports and verify that association business aligns with our mission.

Members can submit nominees through the Record Date. Write-in's on the voting day will be allowed.

Log in at [MassLandlords.net/vote](https://MassLandlords.net/vote) between Nov. 27, 2023 and Dec. 19, 2023 to view final ballots and biographies, and to vote electronically. The voting page will not be complete before that date, so mark your calendar. 

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# REGIONAL

## MassLandlords Upcoming events

See details under each region

### 2023 NOVEMBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
			<b>1</b> Waltham: Q&A on Landlord Tenant Law 5:30PM-8:35PM	<b>2</b>	<b>3</b>	<b>4</b> Cambridge Crash Course 8:30AM-4:00PM
<b>5</b>	<b>6</b> SWCLA 7:-00PM-9:00PM	<b>7</b>	<b>8</b>	<b>9</b> Rental Forms/ Electronic Signatures, NWCLA: Round Table 5:00PM-6:40PM, 7:00PM-9:00PM	<b>10</b>	<b>11</b>
<b>12</b>	<b>13</b>	<b>14</b> MWPOA: Mold Remediation 5:30PM-8:00PM	<b>15</b>	<b>16</b>	<b>17</b> Short Virtual Meeting 12:00PM-1:00PM	<b>18</b>
<b>19</b>	<b>20</b>	<b>21</b> Deleading Overview 5:00PM-6:40PM	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>
<b>26</b>	<b>27</b> Virtual Meeting 5:00PM-6:40PM	<b>28</b>	<b>29</b>	<b>30</b>		

### 2023 DECEMBER

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
					<b>1</b>	<b>2</b>
<b>3</b>	<b>4</b> SWCLA 7:00PM-9:00PM	<b>5</b>	<b>6</b> Worcester: Annual meeting 5:30PM-8:35PM	<b>7</b> NWCLA 7:00PM-9:00PM	<b>8</b>	<b>9</b>
<b>10</b>	<b>11</b>	<b>12</b> MWPOA 5:30PM-8:00PM	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>
<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>
<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>
<b>31</b>						

## STATEWIDE

## Statewide Virtual Meeting: Rental Forms Overview, Electronic Signatures

THU  
11/09

This presentation will be an overview of the rental forms available at MassLandlords.net. We will review each step of the tenancy lifecycle, from applications and screening through to move out or eviction. Attendees will see and learn about our:

- Applicant Qualifier
- Phone screening prompt sheet
- Tenancy at will
- Standard form lease
- Notices to quit
- Security deposit receipts
- Tenant lead law notification
- And much more.

This presentation will begin with a short set of slides on electronic signatures. Yes, you can have tenants **sign electronically!** We will share the names of some third-party services that offer electronic signatures. The remainder of the presentation will be a live demonstration of the MassLandlords.net/ forms pages and actual documents.

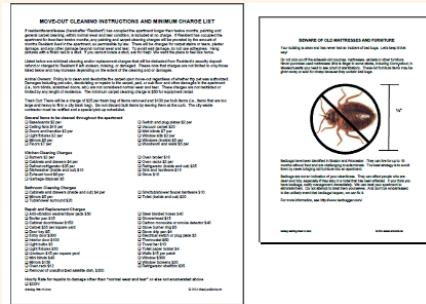
### Public attendees take note:

Downloadable copies of the MassLandlords forms are included with membership, not with this event ticket.

Attendees will leave knowing which parts of their business may have paperwork gaps, how to fill those gaps with the forms available from MassLandlords, and when to contact an attorney for customized paperwork.



MassLandlords Executive Director Doug Quattrochi



### Rental Forms Overview

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*



MassLandlords Community Builder and Accountant  
Naomi Richardson

You can volunteer for a future event.

Open Q&A will be hosted by **Naomi Richardson, MassLandlords Community Builder and Accountant.**

Naomi has been with MassLandlords since 2014. As we have grown, she has taken on increasing responsibility including Worcester and virtual event registration, Grafton office management, financial controls and accounting, grassroots policy engagement, and member service. She previously worked for QPM Services, a 100+ unit management company in Worcester, and is a landlord herself.

### "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.

### THURSDAY, NOVEMBER 9TH

#### VIRTUAL MEETING AGENDA

5:00 pm Sign-in and virtual networking:  
you can chit chat with  
others as people log in  
5:40 pm Presentation  
6:40 pm Virtual Meeting ends

By member survey, the business update has been reimaged 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](mailto:hello@masslandlords.net) for live, real-time help signing in and using your technology.

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: Rental Forms Virtual Meeting November 9, 2023

Time: Nov 9, 2023 05:00 PM Eastern Time (US and Canada)

Join Zoom Meeting  
<https://us02web.zoom.us/j/82450264891>

Meeting ID: 824 5026 4891

Passcode: Will be emailed and viewable [online](#)

Dial by your location

+1 646 931 3860 US  
+1 301 715 8592 US (Washington DC)  
+1 305 224 1968 US  
+1 309 205 3325 US

+1 312 626 6799 US (Chicago)  
+1 646 876 9923 US (New York)  
+1 408 638 0968 US (San Jose)  
+1 507 473 4847 US  
+1 564 217 2000 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)  
+1 346 248 7799 US (Houston)  
+1 360 209 5623 US  
+1 386 347 5053 US

Meeting ID: 824 5026 4891

Passcode: Will be emailed and viewable [online](#)

Find your local number:  
<https://us02web.zoom.us/j/kBAqCqnkN>

#### PRICING

Open to the public. Membership is not required!

- Public: \$21
  - Members: No charge.
- Registration is required.

This event will not be recorded.

Slides and handouts if any will be uploaded to [Massachusetts Rental Forms](#).

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.](#)

## Statewide Virtual Meeting: Deleading Overview

TUE  
11/21

Landlords cannot turn away households with children because of lead, but children cannot live around lead hazards. We must delead! So what must we do, exactly? This presentation is fully updated to reflect tigher CDC, EPA and Massachusetts standards, as well as the recent \$2 million Massachusetts lead grant from HUD. We will teach the **basics of lead remediation**:

- Why lead is hazardous
- Where we find lead
- **Deleading methods**
- Letters of interim control
- **Certificates of Deleading Compliance**
- How to delead with renters still in the unit
- What to say when a renter informs you they have a **baby on the way** (hint: delead, don't discriminate)
- Tax credits and grant funding
- Using the new CLPPP database 2.0.

This is **not a moderate risk deleader training**. Attendees will learn about the deleading training that is available (typically, 16 hours). Attendees will leave better prepared to either take the deleader training course or hire a licensed deleader contractor.



MassLandlords Executive Director Doug Quattrochi



John Risko of JHR Environmental



Learn about Deleading

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 event will be presented by **John Risko** of JHR Environmental. John is a Massachusetts licensed Master Inspector and Risk Assessor for lead hazards. John has been inspecting homes for lead hazards since 1989. His company has performed over 40,000 inspections. JHR Environmental tests for lead paint hazards, lead in drinking water and lead in dust and soil. They issue letters of interim control and letters of deleading compliance. They also conduct lead safe renovator (RRP) clearance inspections.

## MassLandlords Thanks Our Property Rights Supporters

Property Rights Supporters make monthly contributions earmarked for policy advocacy.

### OWNERS COOPERATIVE

**\$100 and Up** Arrow Properties, Inc. Curtis Corliss. Jim Duffy. Allison Gray. 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. 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** 1020 Overlook LLC. AAMD MGT. AFL Properties. Ascorp Inc. Bernard Welch Realty Inc. Chris Adler. Lori Amara. Rob Barrientos. Ray Boylan. Broggi R.E. & Property Mgmt Inc. Corofin Properties. Demers Enterprises. Nisha Deo. Liz Dichiara. Dietschler Properties. Michael Dipon. Eastfield Family Trust. Energywise homes, Inc. Deborah Entwistle. Margaret Forde. Justin Forkuo. 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. John Kubilis. Altagracia Lama. Jo Landers. Geri Ledoux. Brandon Lee. Sean Lopez. MassBay Group. Shane McGlone. Ana Monte. Murphy Realty. 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. Topaz Realty Trust. Vadim Tulchinsky. Snaedis Valsdottir. Mark Waitkevich. Stuart Warner. Westmass Apartments LLC. Carole Winkler Wells. 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](https://MassLandlords.net/property).





**Dana Fogg will moderate open Q& time.  
You can volunteer for a future event.**

Open Q&A time will be moderated by **Dana Fogg**. Dana started his rental business in 1994 with his first Multifamily in Watertown. Since then, Dana and his wife have purchased and sold rental properties around the Metro West area. They now have 7 Units in Watertown and Marlborough. Dana is the Vice President of the Metro West Property Owners Association.

**Purchase your ticket in  
just a few clicks!**

#### **“No Sales Pitch” Guarantee**

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#### **TUESDAY, NOVEMBER 21ST**

##### **VIRTUAL MEETING AGENDA**

5:00 pm Open Q&A: ask any real estate related question of other attendees or our Q&A host.

5:40 pm Presentation

6:40 pm Virtual Meeting ends

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

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- **Webinars** have limited participation options (typed questions only) and, unless stated otherwise, are recorded.

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#### **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  
November 21, 2023

Time: Nov 21, 2023 05:00 PM  
Eastern Time (US and Canada)

Join Zoom Meeting  
<https://us02web.zoom.us/j/82600900628>

Meeting ID: 826 0090 0628

Passcode: Will be emailed and viewable [online](#)

Dial by your location

+1 646 876 9923 US (New York)  
+1 646 931 3860 US  
+1 301 715 8592 US (Washington DC)  
+1 305 224 1968 US

+1 309 205 3325 US  
+1 312 626 6799 US (Chicago)  
+1 386 347 5053 US  
+1 408 638 0968 US (San Jose)  
+1 507 473 4847 US  
+1 564 217 2000 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)  
+1 346 248 7799 US (Houston)  
+1 360 209 5623 US

Meeting ID: 826 0090 0628

Passcode: Will be emailed and viewable [online](#)

Find your local number:  
<https://us02web.zoom.us/j/kcnoipFKBM>

#### **PRICING**

Open to the public. Membership is not required!

- Public: \$21
- Members: \$7

Public Registrants: Please note that by registering for this event you will be automatically added to our mailing list. You can always unsubscribe from our mailing list, by clicking on unsubscribe link at the bottom of any email you may receive.

Registration in advance is required.

This event will not be recorded.

Slides and handouts if any will be uploaded to [Lead Paint](#).

**Purchase your ticket 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.](#)

# 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.



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

### Northern Worcester County Landlord Association Fitchburg Dinner Meeting: Round Table with Colleagues

THU  
11/09

Join us for our monthly meeting, this month we will learn from the experience of other professionals in the real estate industry. Ask your colleagues those burning questions, and how they handled, or would handle, various situations. This will be an open discussion aimed at improving management systems.

Meetings are open to the public! Zoom tickets are \$10. Zoom meeting information will be provided the day of the event. First-time in-person visitors can attend for \$20 per person to "check us out," with dinner included. If they decide to join, the \$20 will be applied to an NWCLA membership, or sponsorship of choice, that night. Become a member and the annual dues pay for all 10 meetings a year!

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

## THURSDAY, NOVEMBER 9TH

### NWCLA DINNER MEETING AGENDA

Visit [nwcla.com](http://nwcla.com) for any last-minute updates or changes.

7:00pm Dinner, Networking & Presentations

- o Networking draws from 25 towns including Fitchburg, Gardner, Leominster, Athol, Holden, Ayer, Orange, Ashburnham, Spencer, Ashby, Lunenburg, Townsend, Westminster, Princeton, Sterling, Lancaster, Shirley, Groton, Pepperell, Winchedon, Templeton, and Hubbardston.

### LOCATION

British American Club  
1 Simonds Road  
Fitchburg, MA 01420

### FOOD

- Dinner will be provided.

### PRICING

Open to the public. Membership is not required!

- Public and non-NWCLA members In Person: \$20
- Public and non-NWCLA members Zoom: \$10
- NWCLA members only In Person: No charge.

This event will not be recorded.

Slides and handouts if any will be uploaded to <https://www.nwcla.com/members/meeting-recordings/>. This event will be recorded and accessible for active NWCLA members only. Please

note if you are not an active NWCLA but do purchase a ticket you will not be able to access the recording.

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

This event is operated by volunteers at a partner association.

## METROWEST

### MetroWest Property Owners Association Marlborough Dinner Meeting: Mold Remediation A Special Process - Presented by Steven DuBois of Green Home Solutions

TUE  
11/14

Green Home Solutions uses a proprietary EPA-registered product to restore and preserve more building materials than conventional remediators. Our approach is direct, fast-acting, and highly effective. Your home or office will be restored to a fresher and more breathable space because we never use harsh chemicals! EPA-approved ingredients not only work effectively, but they also work fast and have a lasting impact treating mold at the source.

MWPOA Members must register for this meeting on the MassLandlords Website at this link: <https://masslandlords.net/spotlight-event/2023-11-14-marlbrough/>. Non-MWPOA MassLandlords Members are welcome to also register at this link by purchasing a ticket located in the Public Column.



## 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](http://www.asapenvironmental.com)

Call Toll Free: 800-349-7779

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

WITMAN  
PROPERTIES

## PROPERTY MANAGEMENT

We specialize in the ongoing management and maintenance of single family, multi family, commercial rental properties and vacant properties.

Information  
(413) 377-5335  
[witmanproperties.com](http://witmanproperties.com)



These are “hybrid” meetings both on Zoom and in person. When registering please click either the Zoom or In-Person orange button based on how you will be attending.

Please try to register by Monday, November 13th, 2023.

## TUESDAY, NOVEMBER 14TH

### MWPOA DINNER MEETING AGENDA

5:30pm Networking Starts (In-person group has dinner at this time so Zoom participants have their own networking together)  
6:20pm Business Update  
6:40pm Presentation Starts  
7:45pm Meeting Ends

### LOCATION

Marlborough Fish and Game  
1 Muddy Ln  
Marlborough, MA 01752

### PRICING

Open to the public. Membership is not required!

- Public and non-MWPOA members In Person: \$12
- Public and non-MWPOA members Zoom: \$7
- MWPOA members only Zoom: No charge. Registration is required.
- MWPOA members only In Person: No charge. Registration is required.

This event will not be recorded.

Slides and handouts if any will be uploaded to [MWPOA](#).

This event is operated by volunteers at a partner association.

**SOUTHERN WORCESTER COUNTY  
BERKSHIRE COUNTY  
CENTRAL WORCESTER COUNTY  
CHARLES RIVER (GREATER WALTHAM)**

## Waltham Dinner Meeting: Q&A on Landlord Tenant Law

WED  
11/01

We're holding an open Q&A on all things landlord-tenant law. We can talk about:

- Renting by the room;
- Eviction and alternatives;
- Emotional support animals;
- Security deposits;
- You name it!

Attendees will be encouraged to write questions down during dinner. We will collate and cover as many topics as possible. Open discussion will also be encouraged. We will be giving legal information and business advice. **We will not give legal advice at this event**, but we can refer you to an attorney for a one-on-one consultation.



Attorney Jordana Greenman



We'll have table and whole-room open Q&A

Part of this presentation will be given by **Attorney Jordana Roubicek Greenman**, a real estate lawyer, recipient of the Super Lawyers Rising Star award 2012-2020, and one of Boston Magazine's Top Lawyers of 2022 and 2023. Attorney Greenman has a solo practice with a main office in Watertown and additional office in Downtown Boston. Her practice consists of a broad range of real estate-related legal matters, including commercial and residential landlord/tenant disputes, condominium association representation, general real estate litigation and commercial and residential real estate closings. Attorney Greenman has a well-respected reputation for aggressively advocating for her clients' goals and ensuring beneficial outcomes at a reasonable cost. She was among the first attorneys to take legal action

in response to the unfunded eviction moratorium and has been working as co-counsel on a pro bono basis with the recent Boston Eviction Moratorium.

*"Attorney Greenman is such a great source of common sense and specialized wisdom!" -David*

**Purchase your ticket in just a few clicks!**

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## WEDNESDAY, NOVEMBER 1ST

### DINNER MEETING AGENDA

5:30 pm Sign-in and networking.  
Mix and mingle but don't be shy! Introduce yourself to someone and you might make a valuable local connection.

o Networking draws from Waltham, Newton, Weston, Watertown, Wellesley, Wellesley Hills, Lincoln, Dover, Arlington, Belmont, and the western ends of Cambridge and Boston.

6:15 pm Dinner  
6:45 pm Introductions and short business updates  
6:55 pm Presentation  
7:55 pm Presentation ends  
8:35 pm Doors close

### LOCATION

Chateau Ruby Room  
195 School St  
Waltham, MA 02451

### PARKING

Two large lots are available for the Chateau opposite the building. Entrances are on School St and Exchange St. Please take care when crossing the road.



**FOOD**

Plated banquet. Upon arrival, choose your meal and await service. Dietary requests may be placed at time of order.

- Cash bar.
- Garden salad.
- The Chateau's famous Italian bread and butter.
- Choice of three entrees included in the purchase price. At time of listing, these were
  - Chicken, broccoli and ziti.
  - Eggplant parmesan.
  - Baked scrod.
- Mini chocolate chip cannoli.
- Coffee and tea.

\*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!

- Door:
  - Public: \$89
  - Members: \$50
- Early-bird, reserve seven days prior by 12pm:

- Public: \$79
- Members: \$40

This event will not be recorded.

Slides and handouts if any will be uploaded to [q-and-a-on-landlord-tenant-law](#).

**Purchase your ticket in just a few clicks!**

This event is operated by MassLandlords, Inc. staff.

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

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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.](#)

**BOSTON, CAMBRIDGE AND SOMERVILLE**

## 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:
  - *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.

**ARTICLE YOU MAY HAVE MISSED**

## How to Negotiate the Purchase of an Occupied Multifamily Rental Property

Real estate purchases can be complicated matters, but some transactions are more complex than others, particularly when the rental home you're looking to purchase already has tenants living in it.

*Point your camera app here to read more online.*



- 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

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#### SATURDAY, NOVEMBER 4TH

#### CRASH COURSE AGENDA

#### IN-PERSON COURSE AGENDA

8:30am Introduction of MassLandlords and course participants

8:45am Rental markets

- o Urban, suburban, rural
- o Luxury, college, professional, working, subsidized, rooming houses

9:00am 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?

9:40am 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

10:05am Break for ten minutes

10:15am Finish sales and marketing

10:35am Applications and screening

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

11:30am Tenancies

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

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



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## 12:20pm Warranties and covenants

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

## 12:40pm Dispute resolution

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

## 1:40pm Break for ten minutes

## 2:50pm 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

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

## 3:45pm Review of unanswered questions

## 4:00pm 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

- o 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](mailto: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

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## 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.

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## SUNDAY, JANUARY 21ST

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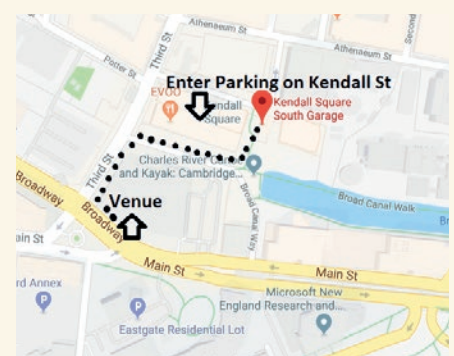
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Or add the helpline to your membership for a low annual fee and rest assured that you will have one-on-one access to our counselors and attorney referrals for:

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- ✓ 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/>

**FOOD**

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