

Dear Unit Owner/Landlord,

Various rules are given in our Condominium Documents (Master Deed, Declaration of Trust, Policies & Procedures, & any amendments) regarding renting out a unit. This shorter document covers key items and attempts to make the process clearer.

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The following is adapted from Canal Place Policies & Procedures, Section Q, "LEASING OF UNITS."

Any Unit Owner may lease or rent his/her unit, subject, however, to the following conditions:

1. Any lease, or occupancy agreement, shall:
 - a. Be in writing and apply to the entire unit and not merely a portion thereof.
 - b. Be for a term of not less than six (6) months.
 - c. Expressly provide that the tenants shall be subject in every respect to the rules put forth in the Master Deed, Declaration of Trust, Policies & Procedures, & any applicable amendments.
 - d. Contain a paragraph with specific wording stating that the tenants have received copies of the documents and have read them. *[See next page for required wording to be inserted in lease]*
 - e. Any failure by the tenant to comply in all respects with the Condominium Documents shall be considered defaulting on the lease. This can subject the tenants to possible eviction, as well as giving the Board the right to levy fines against the tenants and/or the unit owner.
2. The Unit Owner understands that:
 - a. The owner shall make reasonable efforts to inform rental agents of the rules for landlords and tenants as laid out in the Condominium Documents, and shall furnish copies of the Condominium Documents to the tenant.
 - b. Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance.
 - c. A true copy of the lease or occupancy agreement shall be delivered to Trustees via the Lobby Office Manager upon its execution.
 - d. The provisions in Section Q of the Policies & Procedures take precedence over any other section in the lease or occupancy agreement.
 - e. Every lease or occupancy agreement should have a copy of said Section Q attached to it and referenced within.
3. Prior to any tenant taking occupancy in the building, a tenant must meet (by appointment) with the Lobby Office Manager to arrange parking, programming of the front keypad, moving in, and to receive a tenant welcome packet. At that time, the Lobby Office Manager will require:
 - a. A copy of the fully executed lease or occupancy agreement if not already provided.
 - b. That a statement be signed by the tenant acknowledging that they have received and read a copy of the Canal Place Policies & Procedures.
 - c. That various vehicle and contact information forms to be completed.

The following paragraph is to be included within, or appended to, any lease:

“The Unit and/or Parking Space (Hereinafter respectively, “Unit”) being leased (rented) under this lease (occupancy agreement) is located in a condominium building—not a rental apartment house. The condominium building is occupied by the individual owners of each Unit (except-for certain units, such as this one, which are being occupied by tenants). The Tenant understands that his or her neighbors in the building are (except as aforesaid) the owners of the units which they occupy, and not tenants living in a rental apartment house. The Tenant, by signing this lease, acknowledges that he or she has been furnished with a copy of the Master Deed, The Declaration of Trust, the By-laws, and Policies and Procedures thereto, and that he or she has read and understands the same, and that he or she will be expected to comply in all respects with the same, and that in the event of any noncompliance, the tenant may be evicted by the Board of Trustees of the Condominium Trust (who are elected by the Unit Owners) and in addition, the tenant may have to pay fines, penalties and other charges, and that the provisions of this clause take precedence over any other provision of this lease (occupancy agreement).

There is a fairly comprehensive list of important rules, recommendations, and policies in the Renter's Welcome Packet (available through the Lobby Office), and residents are also expected to read and follow the Canal Place Policies & Procedures, but below are some key rules that are of particular note for incoming tenants.

Pets:

Tenants or residents other than Unit Owners are **strictly prohibited** from keeping any pets in Units. (section J of the Policies and Procedures)

Prior to taking up occupancy:

Incoming residents must meet with the Lobby Office Manager prior to moving in as described at the bottom of page 2 of this packet. Alternatively, it may be possible to complete most or all of this process via email. Lobby Office hours are Saturday mornings from 9:00 to 11:00 am and Wednesday evenings from 6:30 to 8:00 pm. To make an appointment, ask questions, or begin the check-in process, please reach out to the Lobby Office Manager at canalplaceoneoffice@gmail.com.

Parking:

There is no visitor parking in the Canal Place surface lot. Parking must be arranged with the Lobby Office before parking there or your vehicle may be towed. Unless your lease includes use of a deeded space in the building's basement garage, parking will be assigned by the Lobby Office in either the surface lot or the city garage next door.

Delivery of large items/Moving In:

Appropriate use of the entrances and elevators should be discussed with the Lobby Office Manager prior to moving in or if expecting a large delivery. The lobby lift should NEVER be used for anything other than people or appropriate, wheeled, personal items such as strollers, wheelchairs, or small grocery carts. And **be wary of sprinkler heads in the hallways and units when moving large items**; striking them can cause disastrous flooding and water damage to large areas of the building.

Maintenance Requests and other Unit Issues:

All regular maintenance requests should go through the landlord or unit manager, NOT the building's professional management company. The only exception is emergency situations as described in the Renter's Welcome Packet.

No Smoking:

There is no smoking allowed at any time in the building common areas (halls, stairs, lobby, fire floors, garage, atrium, etc.) or outside the building within 30 feet of all building entrances.

Quiet Hours:

Residents are expected to reduce noise levels between the hours of 10:00 PM and 7:00 AM. At no time should noise be so loud as to become a nuisance.

LANDLORD'S CHECKLIST

Please note, these suggestions carry no legal weight and items may be missing or incomplete. Unit Owners are wholly responsible for doing their own research.

	Landlord has a proper written lease that all parties have read over carefully and signed. Careful research and/or legal advice is suggested.
	The lease includes the paragraph mandated in the Canal Place Policies and Procedures, Section Q, and shown on page 3 of this packet.
	Section Q been attached to and referenced in the lease. (The text of Section Q appears on pages 6–7 of this packet)
	The lease applies to the entire unit and is it for a term of at least six months.
	Landlord has checked with their insurance company to make sure they have the appropriate insurance for a rental unit.
	The tenant has received copies of all the Condominium Documents, particularly the Canal Place Policies & Procedures. (All are available on a Unit Owner's management portal under "Shared Documents")
	The tenant understands that failure to abide by Association rules is considered defaulting on the lease and can result in eviction and/or fines.
	The tenant is aware that they are not allowed to have pets.
	The tenant is aware that they must make certain arrangements with the Lobby Office Manager prior to moving in. Section S of the Policies & Procedures requires one week advance notice and a \$300 refundable move-in deposit but there may be some flexibility allowed.
	The Lobby Office Manager has received a copy of the fully executed lease.
	Landlord has surrendered their parking space to their tenant. <ul style="list-style-type: none"> • For a basement space, this means giving them the garage door remote. • For a surface lot space this means returning the current yellow sticker to the lobby office so that the Office Manager may issue the tenant a new one. • For an Association-paid Leo Roy Garage space, this means giving the Leo Roy access card directly to the tenant or to the Lobby Office Manager to issue to the tenant. The Lobby Office can then officially transfer the card by sending the tenant's information to the City Parking Department.
	Landlord has updated their renter info under "Property Details" on the portal.
	Landlord is aware that they are liable for the actions of their tenant and may be billed for any damage their tenant causes to the common areas.
	The tenant has Owner's contact information (or that of the unit manager) and understands that non-emergency maintenance concerns are to go through Owner (or the unit manager) rather than the property management company.

Canal Place Policies & Procedures, Section Q: LEASING OF UNITS

Any Unit Owner may lease or rent his/her unit, subject, however to the following conditions:

1. Any lease, or occupancy agreement, shall:

- a. Be in writing and apply to the entire unit and not merely a portion thereof.
- b. Be for a term of not less than six (6) months.
- c. Expressly provide that the lease, or occupancy agreement shall be subject in every respect to the Master Deed of the Condominium, The Declaration of Trust and the By-laws and the Policies and Procedures, as the same may have been amended most recently prior to the execution of the lease, or occupancy agreement, and from time to time during its term.
- d. Contain the following Notice:

"The Unit and/or Parking Space (Hereinafter respectively, Unit") being leased (rented) under this lease (occupancy agreement) is located in a condominium building - not a rental apartment house. The condominium building is occupied by the individual owners of each Unit (except-for certain units, such as this one, which are being occupied by tenants). The tenant understands that his or her neighbors in the building are (except as aforesaid) the owners of the units which they occupy, and not Tenants living in a rental apartment house. The Tenant, by signing this lease, acknowledges that he or she has been furnished with a copy of the Master Deed, The Declaration of Trust, the By-laws, and Policies and Procedures thereto, and that he or she has read and understands the same, and that he or she will be expected to comply in all respects with the same, and that in the event of any noncompliance, the tenant may be evicted by the Board of Trustees of the Condominium Trust (who are elected by the Unit Owners) and in addition, the tenant may have to pay fines, penalties and other charges, and that the provisions of this clause take precedence over any other provision of this lease (occupancy agreement)."

- e. Any failure by the tenant to comply in all respects with the provisions of the Master Deed, The Declaration of Trust and the By-laws and Policies and Procedures thereto, shall constitute a material default in the lease and in the event of such default, the Trustees of the Condominium shall have the following rights and remedies against both the Unit Owner and the tenant, in addition to all other rights and remedies which the Trustees and the Unit Owners (other than the owner of the affected unit), have or may in the future have, against both the owner of the affected unit and the tenant, all rights and remedies of the Trustees and the Unit Owners (other than the owner of the affected unit) being deemed at all times to be cumulative and not exclusive:
 - (i) The trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the owner of the unit as such address then appears on the records of Trustees, or by delivering said notice in hand, or by delivering said notice in any other manner permitted by law.
 - (ii) If the default continues for five (5) days after the giving of said notice, then the Trustees shall have the right to: Levy fines against the owner of the affected unit in accordance with the provisions of Section 5.8 of the By-laws, and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both. In case of a tenancy at will, the time of such notice shall be sufficient if it is equal to the interval between the days of rent payment, or thirty (30) days, whichever is longer. In case of a lease, seven-(7) days notice shall be sufficient. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth herein above. Thereafter, the Trustees may initiate and prosecute a summary process action against the tenant under the provisions of

General Laws, Chapter 239, in the name of the landlord, or in the name of the Trustees, or both.

- (iii) The Trustees shall be entitled to levy a fine, or fines, or give a notice, or notices to quit followed by a summary process action or actions, and the Trustee's election to pursue any of the foregoing remedies, either at the same time, or in the event of any further default.
- (iv) All of the expenses of the Trustees in giving notice, and notice to quit, and maintaining and pursuing summary process actions, and any appeals there from, shall be entirely at the expense of the owner of the affected unit, and such costs and expenses may be enforced and collected against the Unit Owner and unit as if the same were Common Expenses owed by the unit or Unit Owner.

2.

- a. The Unit Owner shall make reasonable efforts, at his expense and upon his initiative to inform rental agents of the provision of this section, and shall, at his own expense, and upon his own initiative, furnish copies of the condominium documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this section.
- b. Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance. Such approval shall not limit any rights or remedies of the Trustees or Unit Owners in the event of a subsequent default.
- c. A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.
- d. The provisions of this section shall take precedence over any other section in the lease or occupancy agreement.
- e. Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this section.

Notwithstanding anything to the contrary in this section, it is expressly understood and agreed that the provisions of this Section shall not apply to any first mortgagee in possession of a unit following default by the Unit Owner in his mortgage, or holding title to a unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure.

3. Prior to any tenant taking occupancy in the building the Unit Owner must provide the following:

- a. A copy of the fully executed lease (occupancy agreement) must be provided to the board
- b. A statement signed by the tenant acknowledging that they have received and read a copy of the Policies and Procedures of Canal Place Condominium.
- c. A completed tenant information card, which is available in the lobby office.