



COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT
HOUSING COURT DEPARTMENT
WESTERN DIVISION
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DINA E. FEIN
FIRST JUSTICE

ROBERT G. FIELDS
ASSOCIATE JUSTICE

PETER Q. MONTORI
CLERK MAGISTRATE

DONNA M. ZUNDELL
CHIEF HOUSING SPECIALIST

Case No. 17-CV-511

Date 6-7-17

Jynn Bertelli
LANDLORD/PLAINTIFF

v. Michael Elbery
TENANT/DEFENDANT

AGREEMENT OF THE PARTIES

THE PARTIES AGREE TO THE FOLLOWING AS A RESOLUTION OF THIS CASE

- (1) Tenant agrees to allow the Tri-town inspectors in to assess and make recommendations for any needed repairs on 6-8-17.
- (2) If the inspectors do not inspect for the presence of lead paint, the landlords will contract with a licensed/certified lead removal company or ~~individual~~ individual forthwith, to comply with Massachusetts Lead Paint Removal Laws.
- (3) Both parties agree to develop a repair

schedule on 6-14-17. If the parties do not develop an acceptable repair schedule on 6-14-17, they reserve their right to have the judge ~~be~~ make the final ~~at~~ arbiter decision.

The parties are to appear in court on 6-14-17 at 9AM o'clock for review on compliance with this agreement. * FAILURE of the Plaintiff to appear for this review may result in the DISMISSAL of this case. **FAILURE of the Defendant to appear for this review may result in the issuance of an EVICTION ORDER.

IF EITHER PARTY alleges that the other party has failed to comply with the terms and conditions of this Agreement, s/he may schedule a court hearing after serving a seven business days written notice to the other party and immediately filing a copy of that notice with the court. The seven day period begins when the other side receives notice. Once approved by the judge, this agreement becomes a COURT ORDER and both parties are legally required to follow it. If questions arise, please direct them to the Housing Specialist. I UNDERSTAND THAT I HAVE A RIGHT TO A TRIAL BEFORE A JUDGE, BUT INSTEAD I CHOOSE TO SIGN THIS AGREEMENT.

Lynn M. Bertelli
Landlord/date

Lynn M. Bertelli
PRINT NAME

413-243-2463
Telephone

Plaintiff's Attorney/BBO#

James Buscetta
Housing Specialist 413-735-6066

Dina E. Fein, First Justice

Michael Elsey
Tenant/date

Michael Elsey
PRINT NAME

413-394-5003
Telephone

Defendant's Attorney/BBO#

Clerk-Magistrate / Asst. Clerk-Magistrate

Robert G. Fields, Associate Justice

(2) Copies were given to the parties

ISG