

COMMONWEALTH OF MASSACHUSETTS
THE TRIAL COURT

Hampshire , ss.

HOUSING COURT DEPARTMENT
WESTERN DIVISION
DOCKET NO. 25SP1186

AMHERST HOUSING AUTHORITY

PLAINTIFF(S)

v.
MATTHEW PAOLINI

DEFENDANT(S)

ORDER

After hearing at which ☒ both parties ☐ plaintiff only ☐ defendant only appeared, the Court orders the following:

The notice to quit in this case was served by placing it under the door of the leased premises. The lease requires that a copy of the notice placed under or through the door must also be sent by regular first class mail if no person answers at the door. Plaintiff acknowledges that it did not send a copy of the notice by mail; however, it argues that tenant had actual notice because acknowledged receipt in an email sent to Plaintiff's counsel the next day.

The court finds the defect in service does not involve a material error or omission, i.e., a defect that has some meaningful practical effect. *Cambridge Street Realty, LLC v Stewart*, 481 Mass. 121, 130 (2018). The purpose of the notice requirements in the lease is to ensure notice is actually delivered and received in a timely manner. Where there is no dispute whether notice was received and that it was received timely, the purposes of the notice requirement are satisfied. See, e.g., *Sourcing Unlimited, Inc. v Cummings Properties, LLC*, 102 Mass. App. Ct. 653, 661 (2023) (in the context of a tenant exercising an option, sending electronic notice when it was specifically prohibited was inconsequential deviation from contractual requirement where neither the timeliness nor fact of delivery were disputed).

For these reasons, the court finds the defect in service not to be material and therefore Defendant's motion is DENIED.

SO ORDERED: Jonathan J. Kane DATE: 6/6/25
Jonathan J. Kane, First Justice