

The Landlord's Duty to Mitigate

Statutory expansion, burden-shifting, and the evidentiary exposure of multifamily owners when a resident leaves early

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Prepared for owners, asset managers and regional leadership

This paper is general information about a legal doctrine. It is not legal advice, does not create an attorney-client relationship, and is not a certification of compliance with any state's standard.

I. EXECUTIVE SUMMARY

A residential landlord that permits a unit to stand idle after a resident departs before the end of the term may forfeit the very rent it seeks to recover. This principle, once a minority rule confined to a handful of jurisdictions, now governs in forty states and the District of Columbia. In a growing number of them, the obligation to prove compliance rests on the owner rather than the resident.

The doctrine is not new. Its modern articulation dates to 1977, when the Supreme Court of New Jersey held in *Sommer v. Kridel* that a landlord seeking damages from a defaulting tenant must make reasonable efforts to re-let the premises.¹ What has changed in the intervening decades is the doctrine's reach, its procedural posture, and the forums in which it is litigated.

Three developments warrant the attention of ownership and asset management.

CODIFICATION AND NON-WAIVER. What began as judge-made law is now statutory in most states. Several legislatures have gone further and declared any contractual waiver void as against public policy, with the consequence that a lease provision disclaiming the duty is not merely unenforceable but a nullity.^{5,6}

ALLOCATION OF THE BURDEN. New York's statute places the burden of proof on the party seeking to recover damages, and its Appellate Division has held that mitigation is not an affirmative defense for the tenant to plead but an element the landlord must establish.^{6, 12} The practical effect is that an owner must come forward with evidence of its own conduct before it may recover anything.

MIGRATION FROM DEFENSE TO AFFIRMATIVE CLAIM. Failure to mitigate historically surfaced as a defense raised when a landlord sued for unpaid rent. It now appears with increasing frequency as the factual predicate for affirmative consumer-protection and debt-collection claims, which are susceptible to class treatment in a way that individual defenses are not.^{20, 22, 23}

The exposure this creates for a well-run property is not principally legal. It is evidentiary. Leasing teams ordinarily do market a vacated unit. Comparatively few operators can demonstrate that fact eighteen months later, because the proof is distributed across a departed employee's correspondence, a syndication platform, an internal spreadsheet, and, frequently, nowhere at all. The decided cases turn on that distinction with remarkable consistency.

II. THE DOCTRINE AND ITS ORIGIN

The duty to mitigate obliges a landlord to make reasonable efforts to re-rent a unit after a resident vacates before the end of the term. It does not relieve the resident of liability. It confines the owner's recovery to those losses that reasonable effort could not have avoided.

The doctrine arises from a change in the legal characterization of a lease. Under the older view, a lease operated as a conveyance of a possessory interest: the tenant became, for the term, the effective owner, and the landlord's obligations were exhausted upon delivery of possession. A landlord could accordingly permit a unit to remain vacant for the balance of a term and recover the full rent.

New Jersey abandoned that position in *Sommer v. Kridel*, expressly overruling contrary precedent and reasoning that leases should be governed by contract principles, under which an injured party may not passively accumulate damages.¹ The remedial consequence is precise: a residential landlord found to have failed to mitigate is barred from recovering damages accruing after the date on which the court determines its efforts became insufficient.²⁸ The unpaid rent does not become merely more difficult to collect; it ceases to constitute a recoverable loss.

The same principle appears in the Uniform Residential Landlord and Tenant Act, promulgated in 1972, whose remedies provision imposes a duty to mitigate upon the aggrieved party.² Twenty-one states enacted the 1972 Act, most recently Alabama in 2006.³

Two limitations deserve emphasis, as they represent the principal protections available to owners.

First, the standard is diligence rather than result. An owner is required to act reasonably, not to guarantee that a replacement is found. Second, an owner is not obliged to cannibalize its own inventory. Alabama's enactment states expressly that the mitigation duty does not take priority over the landlord's right to rent its other vacant units first,⁸ and federal appellate authority has framed the obligation as requiring only that the vacated unit be marketed on equal footing with the owner's remaining vacancies.¹⁶

Neither limitation assists an owner that took no action at all. Both assist an owner able to demonstrate what it did.

III. THE STATUTORY LANDSCAPE

Forty states and the District of Columbia require a residential landlord to make reasonable efforts to re-rent following a tenant's breach. Five impose no such duty. In five others the rule is unsettled or conditional.⁴

For an owner operating in more than two or three jurisdictions, the practical conclusion is that the duty applies. The exceptions are too few and too geographically scattered to support a national policy, and two of the five no-duty states rest upon decisions rendered in 1891 and 1928.

Three statutory features are of particular consequence to multifamily operators.

ANTI-WAIVER PROVISIONS. Texas imposes the duty and voids any lease provision purporting to waive it.⁵ New York declares any exempting provision void as contrary to public policy.⁶ Commentators observe that where a duty to mitigate exists, it is generally non-disclaimable.¹⁷

ALLOCATION OF PROOF. New York's statute assigns the burden to the party seeking to recover damages, which in an action for unpaid rent is the landlord.⁶

CONSTRAINTS ON ACCELERATED RENT. Virginia preserves the landlord's claim for rent that would have accrued through the end of the term, expressly subject to the duty to mitigate, while prohibiting a post-possession judgment for accelerated rent through the end of the tenancy.⁷

JURISDICTION	AUTHORITY	REQUIREMENT
Texas	Prop. Code § 91.006	Reasonable efforts; waiver void
New York	Real Prop. Law § 227-e	Reasonable and customary actions; burden on party seeking damages; waiver void as against public policy
Virginia	Code § 55.1-1251	Duty preserved against accrued-rent claims; no accelerated-rent judgment
New Jersey	<i>Sommer v. Kridel</i> (1977)	Reasonable efforts; landlord must demonstrate diligence
California	Civ. Code §§ 1951.2, 1951.4	Reasonable efforts, subject to a sublet and assignment exception
Illinois	735 ILCS 5/9-213.1	Reasonable efforts
Washington	RCW 59.18.310, 59.18.595	Reasonable efforts
Florida	Stat. § 83.595	Reasonable efforts, unless a conforming liquidated-damages addendum applies
Alabama	Code §§ 35-9A-105, 35-9A-423	Reasonable efforts; other vacancies may be filled first
Tennessee	Code § 66-28-507(c)	Reasonable efforts in counties exceeding 75,000 population

The minority position survives in Arkansas, Minnesota, Mississippi, Pennsylvania and Vermont. The rule remains unsettled or narrowly drawn in Georgia, Massachusetts, Missouri, New Hampshire and South Dakota. A complete jurisdictional table appears at Appendix A.

IV. RECENT DECISIONS

The decisions of the last four years exhibit a consistent pattern, and it concerns documentation rather than marketing. Owners that produced contemporaneous records of their efforts prevailed. Owners that asserted their efforts without records did not.

Mihalow v. Rane (N.Y. Sup. Ct., July 11, 2025)

A landlord sued for unpaid rent after residents vacated an apartment renting for \$7,500 per month before the expiration of the term. The landlord conceded that it had made no effort to re-let the unit, contending that it was excused because the cooperative's house rules restricted subletting and the board had granted no exception in more than thirty years. Two board members submitted affidavits attesting to that practice.

The court dismissed the claim for rent arrears in its entirety.¹¹ Three holdings merit attention. The defense of impossibility failed because the landlord had never applied to the board for permission, rendering its assumption about the outcome speculative. The court further held that construing the house rules to prohibit re-letting would render them a lease provision exempting the duty to mitigate and therefore void as contrary to public policy. Finally, the landlord forfeited the entire \$7,500 security deposit for failure to furnish an itemized statement within fourteen days, notwithstanding that the deposit had been applied to rent arrears rather than to damage.

The landlord obtained nothing and a judgment was entered against it in an action of its own commencement.

Kakade v. Newman (N.Y. Sup. Ct. 2022)

Cited with approval in *Mihalow*, the court dismissed a landlord's claim for rent arrears covering the period during which the apartment had been relisted at \$500 per month above the departing tenant's rent.¹³ Marketing activity does not constitute mitigation where the pricing renders the effort self-defeating.

14 E. 4th St. Unit 509 LLC v. Toporek, 203 A.D.3d 17 (1st Dep't 2022)

The governing appellate authority, and the sole decision discussed here in which the owner prevailed. A tenant paying \$17,000 per month vacated in June 2020, and the owner sued for \$102,000. The tenant asserted failure to mitigate as his first affirmative defense. The owner defeated it upon a documentary record comprising listings on four public rental platforms, a log of more than sixty inquiries, approximately a dozen video walkthroughs, more than three dozen in-person showings, and a re-letting in February 2021 at a rate comparable to market.¹² Summary judgment was granted for the full amount claimed.

The First Department articulated the rule that has governed New York practice since: mitigation is not an affirmative defense to be asserted by a tenant; rather, the burden rests on the landlord to establish that it took reasonable and customary actions to render the injury as light as possible.¹²

Texas appellate standard

Texas courts require objectively reasonable efforts to re-lease the premises to a tenant suitable under the circumstances.¹⁴ Where a landlord fails to mitigate, recovery is precluded to the extent that damages could reasonably have been avoided.¹⁵

Authority favorable to owners

In a commercial matter before the District of Maryland, the trial court found that the landlord had not employed reasonable commercial efforts, noting that it had neither devised a marketing plan directed at the vacated space nor updated its listing on the industry database to reflect the vacancy. The Fourth Circuit reversed as to the standard applied, holding that the duty required only that the space be marketed on equal footing with the landlord's other vacant space, and that a failure to mitigate diminishes recoverable damages rather than barring recovery altogether.¹⁶

This represents the most favorable authority available to an owner, and it was secured only after trial, appeal, and several years of carrying the claim.

V. THE ALLOCATION OF PROOF

Whether the duty operates as an inconvenience or as a material operating risk depends upon who must prove compliance. That allocation has moved against owners.

New York's statute is explicit in assigning the burden to the party seeking to recover damages,⁶ and the Appellate Division has confirmed that mitigation is an element of the landlord's case rather than a defense for the tenant to plead.¹² *Mihalow* applied that allocation by requiring the landlord to satisfy an additional burden on summary judgment, beyond the ordinary elements of breach of contract, and dismissing the claim upon its failure to do so.¹¹

Not every jurisdiction allocates the burden in this manner. Guidance issued to North Carolina practitioners observes that the burden falls upon the tenant to raise the issue, while acknowledging that a tenant able to demonstrate the absence of any effort will possess a strong defense.²⁶

For an operator, the distinction is less consequential than it appears. Whichever party formally bears the burden, the evidence capable of resolving the question resides exclusively with the owner. A resident cannot produce the property's marketing records; only the property can. A question of fact that turns upon documents held by one party is, as a practical matter, that party's burden, and the decided cases bear this out: where the record existed, the owner prevailed, and where it did not, the owner did not.

VI. THE EXPANDING THEORY OF LIABILITY

The doctrine itself is settled. What has changed is the procedural context in which it is invoked. Failure to mitigate has begun to function as the factual predicate for affirmative claims, which may be certified as classes.

MOVE-OUT BALANCES AS CONSUMER CLAIMS. A Florida class action filed in 2025 alleges that a management company demanded the full accelerated lease balance of \$17,032 together with a debt collection fee of forty percent, amounting to \$6,812.80, and referred the sum to collections after the unit had been re-rented.²⁰ The complaint pairs the Florida Residential Landlord and Tenant Act with the Florida Consumer Collection Practices Act. The theory is that the obligation to pay future rent terminates upon re-letting, such that collection of the balance constitutes an unlawful collection practice. Mitigation is not the cause of action; it is the fact that renders the collection unlawful. A second Florida action reported in April 2025 concerned a resident whose \$4,600 balance was billed at approximately seven times that figure once fees were applied.²¹

Defense practitioners have taken note. One Florida firm describes a rising volume of class actions in the residential sector and cautions that owners and managers seeking to collect unpaid rent, liquidated damages and fees may face paired statutory claims.²²

LIQUIDATED DAMAGES PROVISIONS. A clause requiring a departing resident to pay the remainder of the term will not be enforced to the extent it exceeds the damages that would have accrued had the landlord made reasonable efforts to re-let.¹⁷ The Colorado Court of Appeals applied precisely that limitation in *Tremitek, LLC v. Resilience Code, LLC*, reducing liquidated damages to the sum that would have accrued upon reasonable efforts.¹⁸

ORGANIZED PLAINTIFF ACTIVITY. A Colorado firm reports obtaining class certification in 2024 upon a fee claim against a manager of more than three thousand units, characterizes it as the first of its kind in that state, and states that it is pursuing comparable actions against the largest corporate landlord in the country. It identifies as a specific target move-out fees bearing no relation to the actual period required to re-let — a two-month charge where the unit was refilled within two weeks.²³ That is a mitigation argument advanced in the form of a fee claim.

Regulatory activity. The Massachusetts Attorney General announced a \$500,000 settlement with a management company concerning unlawful fees. [24] Fee policies and collection practices should reflect the lease and applicable law; check your lease and local law before acting.

Each of these proceedings turns upon a single operational question: when a resident departed early, what did the property do, and can it demonstrate that the amount charged corresponds to what actually occurred? An owner that marketed the unit promptly, re-let it, and charged only the resulting gap possesses a complete answer. An owner that left the unit idle and billed the full balance possesses none.

VII. THE STANDARD OF REASONABLE EFFORT

No statute enumerates the required steps; the question is resolved case by case. The decided authorities nonetheless permit a workable outline of what has sufficed and what has not.

The record accepted in *Toporek* comprised listings across four public rental platforms, a log of more than sixty inquiries, approximately a dozen video walkthroughs, more than three dozen in-person showings, and a re-letting at a market-comparable rate.¹² That record disposed of the defense on summary judgment, without trial. The records rejected in *Mihalow* and *Kakade* were, respectively, no effort supported by an affidavit of futility, and marketing conducted at a price above the departing tenant's rent.^{11,13}

From these authorities, five working standards may be drawn.

1. **PROMPTNESS.** The relevant period commences when the resident gives notice, not upon surrender of the keys. An interval between notice and the first marketing activity is the fact most readily established by a claimant and the most difficult for an owner to explain.
2. **PARITY OF TREATMENT.** An owner need not prefer the vacated unit over its other vacancies.^{8,16} A unit never entered into the marketing rotation, however, is not on equal footing with anything.
3. **CHANNELS OF GENUINE CIRCULATION.** The prevailing owner in *Toporek* employed public listing platforms on which prospective residents actually search. A unit held on an internal availability sheet is considerably harder to defend.

4. **DEFENSIBLE PRICING.** Re-letting at an inflated rate invites the contention that the effort was not undertaken in good faith, as *Kakade* illustrates. Counsel to Virginia REALTORS® observes that an owner may charge market rate but should ensure that any increase is supported by current market conditions.²⁷ New York fixes the target at fair market value or the prior rate, whichever is lower.⁶
5. **A SUITABLE REPLACEMENT, NOT A PERFECT ONE.** Texas requires objectively reasonable efforts to re-lease to a tenant suitable under the circumstances.¹⁴ Screening criteria remain the owner's prerogative; the serial rejection of qualified applicants does not.

None of these standards requires an operator to undertake anything it would not undertake for an ordinary vacancy. That observation is precisely why the reported failures are seldom failures of effort.

VIII. THE EVIDENTIARY PROBLEM

Most properties do market the vacated unit. Comparatively few can prove it two years later.

The landlord in *Mihalow* did not lose because a court considered the market difficult or the asking rent excessive. It lost because, when required to state what it had done, the accurate answer was nothing, and its substitute — sworn testimony regarding what a cooperative board would certainly have decided — was not evidence of any act. The court required conduct bearing a date.¹¹

The structural causes of this failure are familiar to anyone who has operated a portfolio.

The record is distributed. Notice arrives by electronic mail or at the leasing desk; marketing occurs within a syndication platform; showings are recorded in a customer relationship system or upon paper; communications with the departing resident occur by text message. No single system retains the sequence.

Personnel depart. Onsite leasing turnover in multifamily is substantial, and the individual with knowledge of a particular unit is frequently unavailable by the time the question arises — as it was in *Lefrak v. Lambert* a half century ago, where the landlord's witness possessed no personal knowledge of the rental office's practices.

The record is self-generated. An internal spreadsheet susceptible of revision by the party offering it carries materially less weight than a third-party record bearing server-side timestamps, and opposing counsel may be expected to make that observation.

The critical date is the one least likely to be captured. The single most consequential fact in a mitigation dispute is the day upon which the resident first requested release. At the moment it occurs, it is a conversation rather than a file.

The resulting asymmetry is the whole of the problem. A resident need only assert that nothing was done. The owner requires contemporaneous evidence to rebut the assertion. *Toporek* establishes what such evidence is worth when it exists: \$102,000, awarded on summary judgment, without a trial.¹²

IX. RECOMMENDED PROTOCOL

The remedy is not additional marketing. It is a standing protocol that generates a record as a byproduct of work the leasing team already performs.

1. **RECORD THE REQUEST ON THE DAY IT IS RECEIVED.** Create a dated entry when a resident first asks to be released, by whatever channel. This date anchors every subsequent question of promptness and is the one most often absent.
2. **COMMENCE MARKETING FROM THE DATE OF NOTICE.** The interval between notice and first listing activity is the figure a claimant will place before the court.
3. **EMPLOY CHANNELS THAT GENERATE THIRD-PARTY TIMESTAMPS.** An external listing bears a date the property neither generated nor can revise.
4. **MAINTAIN THE INQUIRY AND SHOWING LOG AUTOMATICALLY.** Inquiries, views, showings and outcomes. *Toporek* was decided upon precisely this material; it should not depend upon later reconstruction by a leasing agent.
5. **PRICE THE RE-LETTING DEFENSIBLY AND PRESERVE THE COMPARABLES.** Where the asking rent changes, record the basis with the market data available at the time.
6. **RECONCILE THE LEDGER AGAINST THE ACTUAL VACANCY BEFORE COLLECTION.** Confirm that the amount charged reflects the true interval between move-out and re-letting. This is the point at which the Florida actions begin.
7. **ENSURE THE RECORD IS PORTABLE.** It should survive staff turnover, be producible upon demand, and be intelligible to a finder of fact unfamiliar with the operator's systems.

The objective is not to prevail in litigation. It is to render the question uninteresting, so that when a resident's counsel inquires what the property did, the answer is a dated document rather than a leasing manager's recollection.

A secondary benefit bears mention. Each step above also fills the unit more quickly, which is the outcome the owner sought irrespective of whether any claim is ever asserted.

A. APPENDIX — DUTY TO RE-RENT BY JURISDICTION

Citations are drawn from a fifty-state survey of statutes and controlling cases.⁴ Practitioners should confirm the current rule in any jurisdiction before relying upon an entry; several rest upon decisions of considerable age.

STATE	AUTHORITY	DUTY
Alabama	Code §§ 35-9A-105, 35-9A-423	Yes; other vacancies first
Alaska	Stat. § 34.03.230(c)	Yes
Arizona	Rev. Stat. § 33-1370	Yes
Arkansas	<i>Grayson v. Mixon</i> (1928)	No
California	Civ. Code §§ 1951.2, 1951.4	Yes, with exception
Colorado	<i>Schneiker v. Gordon</i> (1987)	Yes
Connecticut	Gen. Stat. § 47a-11a	Yes
Delaware	tit. 25, § 5507(d)(2)	Yes
District of Columbia	Code § 42-3505.52	Yes
Florida	Stat. § 83.595	Yes, unless addendum applies
Georgia	Code § 44-7-34; <i>Peterson</i> (1981)	Unclear
Hawaii	Rev. Stat. § 521-70(d)	Implied by damages cap
Idaho	<i>Consol. Ag. v. Rangen</i> (1995)	Yes
Illinois	735 ILCS 5/9-213.1	Yes
Indiana	<i>Nylen v. Park Doral Apts.</i> (1989)	Yes
Iowa	Code § 562A.29(3)	Yes
Kansas	Stat. § 58-2565(c)	Yes
Kentucky	Rev. Stat. § 383.670	Yes
Louisiana	Civ. Code § 2002 and cases	Yes
Maine	tit. 14, § 6010-A	Yes
Maryland	Real Prop. § 8-207	Yes (residential)
Massachusetts	<i>Edmands v. Rust & Richardson</i> (1906)	Unsettled
Michigan	<i>Fox v. Roethlisberger</i> (1957)	Yes
Minnesota	<i>Control Data v. Metro Office Parks</i> (1973)	No
Mississippi	<i>Alsup v. Banks</i> (1891)	No
Missouri	Rev. Stat. § 535.300; <i>Rhoden</i> (1973)	Only as to deposit
Montana	Code § 70-24-426	Yes
Nebraska	Rev. Stat. § 76-1432	Yes
Nevada	Rev. Stat. § 118.175	Yes
New Hampshire	<i>Wen v. Arlen's</i> (1954)	No residential case
New Jersey	<i>Sommer v. Kridel</i> (1977)	Yes
New Mexico	Stat. § 47-8-6	Yes

STATE	AUTHORITY	DUTY
New York	Real Prop. Law § 227-e	Yes; burden on landlord
North Carolina	<i>Isbey v. Crews</i> (1981)	Yes
North Dakota	Cent. Code § 47-16-13.5	Yes
Ohio	<i>Stern v. Taft</i> (1976); <i>Dennis v. Morgan</i> (2000)	Yes
Oklahoma	tit. 41, § 129	Yes
Oregon	Rev. Stat. § 90.410	Yes
Pennsylvania	<i>Stonehenge Square v. Movie Merchs.</i> (1998)	No
Rhode Island	Gen. Laws § 34-18-40	Yes
South Carolina	Code § 27-40-730(c)	Yes
South Dakota	No residential authority	Likely, by analogy
Tennessee	Code § 66-28-507(c)	Yes, counties > 75,000
Texas	Prop. Code § 91.006	Yes; waiver void
Utah	Code § 78B-6-816; <i>Reid</i> (1989)	Yes
Vermont	tit. 9, § 4462	No
Virginia	Code § 55.1-1251	Yes; no accelerated rent
Washington	RCW 59.18.310, 59.18.595	Yes
West Virginia	Code § 37-6-7	Yes
Wisconsin	Stat. § 704.29	Yes
Wyoming	<i>Goodwin v. Upper Crust</i> (1981)	Yes

NOTES

1. *Sommer v. Kridel*, 74 N.J. 446, 378 A.2d 767 (1977). law.justia.com/cases/new-jersey/supreme-court/1977/74-n-j-446-0.html
2. Uniform Residential Landlord and Tenant Act (1972), remedies and mitigation provisions. library.nclc.org
3. American Bar Association, *Revisiting the Revised Uniform Residential Landlord and Tenant Act* (2026).
4. Nolo, *State Laws on When a Landlord Must Rerent After a Tenant Breaks a Lease*.
5. Tex. Prop. Code § 91.006 (added by Acts 1997, 75th Leg., ch. 1205, § 8).
6. N.Y. Real Prop. Law § 227-e (added 2019 by ch. 36, pt. M, § 4).
7. Va. Code § 55.1-1251 (Virginia Residential Landlord and Tenant Act).
8. Ala. Code § 35-9A-105(a).
9. Cal. Civ. Code §§ 1951.2, 1951.4.
10. Fla. Stat. § 83.595.
11. *Mihalow v. Rane*, 2025 NY Slip Op 51234(U) (Sup. Ct., N.Y. County, July 11, 2025) (Kim, J.).
12. *14 E. 4th St. Unit 509 LLC v. Toporek*, 203 A.D.3d 17 (1st Dep't 2022).
13. *Kakade v. Newman*, 79 Misc. 3d 304 (Sup. Ct., N.Y. County 2022).
14. *White v. Harrison*, 390 S.W.3d 666 (Tex. App.—Dallas 2012, no writ).
15. *Hoppenstein Properties, Inc. v. Schober*, 329 S.W.3d 846 (Tex. App.—Fort Worth 2010, no writ).
16. Gordon Feinblatt LLC, *Commercial Landlord's Duty to Mitigate Damages Upon a Tenant's Breach of Lease* (discussing Fourth Circuit reversal of a District of Maryland determination).
17. J. Singer, Harvard Law School faculty commentary on mitigation and liquidated damages.
18. *Tremitek, LLC v. Resilience Code, LLC*, 535 P.3d 1005 (Colo. Ct. App. 2023).
19. *1720 N. Marshfield #2 v. GTI Life, Inc.*, 2018 IL App (1st) 171477.
20. Reporting on a 2025 Florida class action concerning accelerated rent and collection fees, pmlawsolutions.com.
21. News4JAX, reporting of April 28, 2025.
22. Shutts & Bowen LLP, *Navigating the Rising Tide of Class Actions in Florida's Residential Real Estate Sector*.
23. Justice for the People Legal Center, published case summaries.
24. Office of the Attorney General, Commonwealth of Massachusetts, settlement announcement.
26. North Carolina Association of REALTORS®, property management division guidance.
27. Virginia REALTORS®, legal guidance on rent increases and mitigation (2025).
28. Mazie Slater Katz & Freeman LLC, commentary on the mechanics of *Sommer v. Kridel*.

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Contact

Erin Heck, Director of Partnerships
(404) 491-1781 · Erin@reletme.com
www.ReletMe.com

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