



Legal Compliance in Apartment Marketing: What to Watch For Now



Jay Harris
Partner, Hudson Cook, LLP



Laura Arbeiter
Partner, Davis Craig, PLLC

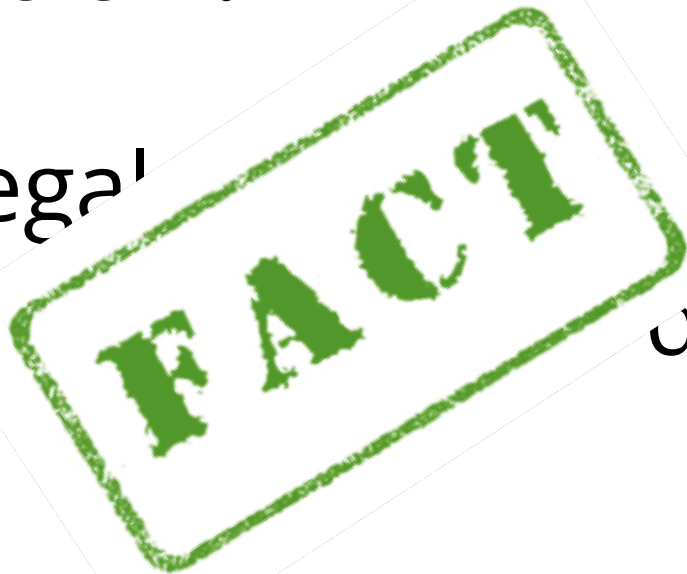


Craig Johnson
Chief Sales Officer, Opiniion Inc.

Fees, Charges, and Mark-Ups— oh, my!

Fact or fiction:

This is not legal advice. Consult with
your attorney for questions.



Fact or fiction:

The 2024 pre-election results mean we don't have "junk fee" and similar regulations.

FICTION

Colorado: HB 25-1090

- Takes effect on January 1, 2026.
- Requires disclosure of total price in ads for a good, service, or property.
- Restricts landlord from charging certain fees and mark-ups.

California: AB-1248

- Pending in the Assembly.
- Would severely restrict fees and charges beyond rent.
- Current version does not address optional fees (e.g., pets, parking, storage).

California: AB-1414

- Passed in the Assembly. Pending in Senate.
- Would prohibit a landlord from requiring a tenant to subscribe to a specific Internet service provider.

Massachusetts: H.1553 & S.984

- Pending in House and Senate.
- Would prohibit mandatory fees in addition to rent (e.g., amenity fees, Internet fees, and insurance).
- Fees must be optional, and tenant must have ability to opt out/cancel.

Washington: SB 5313

- Pending governor signature.
- Current version removes opt-out right for “nonessential” services.

Other Examples of Rental Contract Fee Disclosure Legislation

- Passed: Minnesota, Virginia
- Pending: Arizona, Illinois, New York, Texas

Why is this happening?

- Transparency.
- Predictability.
- Tenant rights = (relatively) non-divisive.

So...what should we do?

- Communicate internally (and externally).
- Lean on vendors, industry groups, and legal counsel.
- Negotiate flexibility.
- Be vigilant and proactive.

Fact or fiction:

A landlord can charge a premium in addition to rent as long as it is not prohibited in the lease and the tenant agrees to it.

It depends

Marketing, Privacy, & Advertising

Massachusetts: Junk Fees Rule (eff. Sep. 2, 2025)

- Marketing: In "initial presentation" and "final presentation" before the Sale, the Total Price must be presented together with:
 - any optional or waivable fees,
 - nature, purpose, and amount of mandatory or optional/waivable fees, and
 - "readily available instructions" describing how to avoid the optional/waivable fees.
- "Total Price": Maximum price a consumer must pay for a Product, inclusive of all fees, charges, or other expenses, including any mandatory ancillary products.
- Leasing: Before requiring consumer personal/billing information, Total Price must be disclosed, subject to exceptions for underwriting and/or computing pricing per approved Mass. Regulator.



New York City: FARE Act (eff. Jun. 11, 2025)

- Total Fee Disclosure
 - Marketing: Every listing related to the rental of residential real property shall disclose in such listing in a clear and conspicuous manner any fee to be paid by the prospective tenant for the rental of such property.
 - Leasing: LL must provide, and tenant must sign (before signing lease), Itemized Written Disclosure of any fee tenant must pay landlord, or other person at direction of landlord.
- Injunction? REBNY v. NYC



Rents and Fees in Ads/Leasing: Action Items

Practical Review Tips for PMCs, Vendors

- Ads – Reviewing fee descriptions in sites and 3rd party (e.g., ILS) ads
- Ads – Serving Total Price transactionally? Providing a guide to resident fees by property?
- Ads – ILS deploying calculators, pricing grids for renter-calculated Total Price – may not be enough



Rents and Fees in Ads/Leasing: Action Items

Practical Review Tips for PMCs, Vendors

- PMSW APIs – Updating fee attributes (variability, frequency, contingency) for transactional fee-serving TMLP
 - New RETTC MITS Standards for Marketing

Rents and Fees in Ads/Leasing: Action Items

Practical Review Tips for PMCs, Vendors

- Leasing – Before Consumer pays nonrefundable fee or starts app: Transactional TMLP? Fee guide?
 - Disclosing itemized transactional fees in 1-page lease summary (NAA Lease)
- Leasing – Reviewing fee characterization and local law requirements (e.g., RUBS disclosures)

Marketing, Privacy, and Vendors

- Marketing Policies
 - Reputation Management
 - Social Media
 - Substantiation for Claims: FTC's Workado Settlement (AI Content Detector)
- Target Marketing
 - Opiotennione (4th Cir.)
 - White House: ~~Disparate Impact~~

Marketing, Privacy, and Vendors

- Consumer Bot Comms
 - AI Disclosures: UT (law), HI, IL, MA, NY
 - Content Disclosures: Consumer Authorization, Collections
 - Acceptable Use Policy: Use Limits, Oversight (Transcript Review)
- Marketing Data and Privacy
 - Vendor <> PMC: Who Can Use the Personal Data?
 - Streaming Video and the VPPA: Get Consent for Streaming Video Marketing

FACT

or

FICTION

FTC Trade Regulasi

and Testimonials



Under no circumstances
create, modify, or delete



or third party
testimonials



NO FAKE REVIEWS

Any individual or entity, such as an endorser, is prohibited from writing, selling or distributing reviews for products or services they have not actually used. This includes both positive and negative reviews intended to manipulate consumer perception.



It's ok to
online review:

FICTION

the experience in an



TRUTHFUL TESTIMONIALS

All testimonials must accurately reflect the genuine opinions and experiences of the resident? Any exaggeration, fabrication or misrepresentation is strictly prohibited.



You can increase
to leave

FACT

points etc) a resident



INCENTIVES FOR REVIEWS

But hold on, there's some conditions: Reviewers receiving incentives, such as reward points, gift cards or participating in a raffle, to post a review should disclose this fact.

Additionally, if an employee shares or reposts a resident's review, the employee is not required to disclose its relationship. Employees and their relatives should disclose such when posting reviews, otherwise they are considered deceptive.



A company that has been reviewed on their website without a review.





SELECTIVE DISPLAY OF REVIEWS

Businesses are prohibited from selectively displaying only positive reviews while suppressing or removing negative ones on their website. The FTC considers this practice deceptive as it misleads consumers into believing the overall sentiment about a product or service is more favorable than it actually is. Advertisers and their vendors may take steps under the rule to flag or delete reviews they reasonably believe to be fake but should take extra steps to verify the inauthenticity.



The FTC bans
service f



om one product or



REVIEW HIJACKING

The rule bans the practice of review hijacking, where a business reuses or repurposes reviews from one product or service to falsely enhance the reputation of a different product or service. This is particularly deceptive as it leads consumers to believe the reviews pertain to the product or service they are considering purchasing.



The FIC



clear and concise



REVIEW GATING

The closest FTC definition of review gating is:

“Don’t ask for reviews only from customers you think will leave positive ones”



There are many companies between Management





REVIEW GATING

Based on our research, there has been no Property Management company in the past or currently getting fined by the FTC for “review gating”



Review Supplier
leaving
actions

FACT

Protecting a consumer from
bullying or intimidating



REVIEW SUPPRESSION

The rule explicitly prohibits businesses from using unjustified legal threats to suppress negative reviews. This includes threats of defamation lawsuits or other legal actions intended to intimidate consumers into removing or altering their reviews.

Q&A

Thanks for attending!