

7.20 SHORT-TERM RENTAL OF RESIDENTIAL PROPERTIES

7.20.1. Purpose.

This Section, “Short-Term Rental of Residential Properties,” is intended to set forth regulations through which certain dwelling units within the Town of Great Barrington may be utilized as short-term rental units. This regulation is designed to allow for the operation of such rentals for Great Barrington residents, ensure the primary use of such rentals remains residential, reduce commercial operations in residential neighborhoods, prevent long-term rental units from being replaced with short-term rentals and protect affordable housing units from conversion, and reduce the adverse effects of short-term rentals on traffic, noise, and community cohesion in neighborhoods.

7.20.2. Definitions.

Booking Agent. Any person or entity that facilitates reservations of or collects payment for a Short-Term Rental on behalf of or for an Operator.

Inspector. The Inspector of Buildings or his or her designee.

Natural Person. A human being as distinguished from a person (as a corporation or LLC) created by operation of law.

Operator. A Natural Person who is the owner of a Residential Unit that seeks to offer said Residential Unit as a Short-Term Rental.

Primary Residence. A Residential Unit in which an Operator resides for at least six months out of a twelve-month period. Primary residence shall be demonstrated by showing that as of the date of usage as a Short-Term Rental, the Operator has resided in said Residential Unit for six of the past twelve months or that the Operator intends to reside in the Residential Unit for six of the next twelve months, in accordance with the Proof of Primary Residence requirements set forth below.

Proof of Primary Residence. A copy of the deed, driver’s license, or state-issued identification, as well as one other document showing residency at the Residential Unit for the Short-Term rental, such as utility bill, cable bill, or motor vehicle registration.

Residential Unit. A dwelling unit within a dwelling, or located on the same tax parcel as a dwelling, classified under the Building Code (“Code”) as residential use, as those terms are defined in the Code, but excluding: a congregate living complex, elderly housing, group residence, homeless shelter, orphanage, temporary dwelling structure, and transitional housing. This term shall not include a hotel, motel or any other non-residential use.

Secondary Unit: An additional, self-contained dwelling unit located on the same tax parcel as the Operator’s Primary Residence. (Also known as an in-law unit, accessory dwelling unit, or ADU).

Short-Term Rental. The rental of a Residential Unit for its intended purpose, in exchange for payment as residential accommodations for a duration of fewer than twenty-eight consecutive days. Such a rental may or may not be facilitated through the use of a Booking Agent.

7.20.3. Applicability.

No Residential Unit shall be offered as a Short-Term Rental except in compliance with each of the provisions of this Section.

7.20.4. Requirements for the Operation of Short-Term Rentals.

- (a) *Operator's Primary Residence.* A Residential Unit offered as a Short-Term Rental shall be the Operator's Primary Residence.
- (b) *One Party of Renters.* A Residential Unit offered as a Short-Term Rental shall be rented to only one party of short-term renters at a time, not rented as separate bedrooms, beds, or spaces to separate parties.
- (c) *Number of Short-Term Renters.* A Residential Unit offered as a Short-Term Rental shall be limited to ten guests, or two guests per guest bedroom, whichever is fewer.
- (d) *One Listing per Booking Agent.* A Residential Unit offered as a Short-Term Rental shall not have more than one listing per Booking Agent associated with it.
- (e) *Secondary Unit.* A Secondary Unit located on the same tax parcel as the Operator's Primary Residence may be offered as a Short-Term Rental. However, only one Residential Unit per parcel at a time shall be offered as a Short-Term Rental.
- (f) *Parking.* A Residential Unit offered as a Short-Term Rental shall provide all parking on-site, or in assigned parking space(s).
- (g) *Events.* A Residential Unit offered as a Short-Term Rental shall not utilize the premises for holding special events or gatherings, and tents or amplified music shall be prohibited.
- (h) A Residential Unit offered as a Short-Term Rental shall comply with all standards and regulations promulgated by the Inspector.
- (i) *Short-Term Rental of a Shared Residential Unit.* An Operator may offer bedrooms within their Residential Unit as a Short-Term Rental 365 days per year. One bedroom shall be reserved for, and occupied by, the Operator during the entire term of the rental.
- (j) *Short-Term Rental of an Unoccupied Residential Unit.* Short-Term Rentals shall not exceed in the aggregate, 120 consecutive or nonconsecutive calendar days per year when the Operator is not occupying the Residential Unit during the entire term of the Short-Term Rental.
- (k) *Short-Term Rental of a Multifamily Property.* An Operator who resides in one unit of a multifamily property shall not offer an adjacent unit as a Short Term Rental. Only the Operator's Primary Residence shall be used as a Short-Term Rental.
- (l) *Rental Period and Use.* Renting for an hourly rate, or for rental durations of fewer than ten consecutive hours shall not be permitted. Commercial meetings and uses are prohibited in Short-Term Rentals.
- (m) *Registration.* Registration shall not be required to operate a Short-Term Rental.

(n) *No Outstanding Violations.* The Residential Unit offered as a Short-Term Rental shall not have any outstanding building, sanitary, zoning, or fire code violations, orders of abatement, or stop-work orders, or other requirements, laws, or regulations that prohibit the Operator from offering the Residential Unit as a Short-Term Rental. If a violation or other order is issued, upon notice of said violation or order Short-Term Rental use shall be terminated until the violation has been cured or otherwise resolved.

(o) *Three or More Violations in a Six Month Period.* Should a property receive three or more violations within a six month period under this section, or of any municipal ordinance, state law, or building code, any Residential Unit within the property shall be ineligible to be used as a Short Term Rental for a period of one year from the third or subsequent violation.

(p) *Compliance and Interaction with Other Laws.* Operators shall comply with all applicable federal, state, and local laws and codes, including but not limited to the Fair Housing Act, G.L. c. 151B and local equivalents and regulations related thereto, and all other regulations applicable to residential dwellings.

(q) *Retention of Records.* The Operator shall retain and make available to the Inspector, upon written request records to demonstrate compliance with this section, including but not limited to: records demonstrating the number of months that the Operator has resided or will reside in Residential Unit, if applicable, and records demonstrating a number of days per year that the Residential Unit is offered as a Short-Term Rental. The Operator shall retain such records for as long as he or she desires to use the Residential Unit as a Short-Term Rental.

(r) *Notifications.* The Operator shall post and maintain a sign on the inside of the Short-Term Rental on the entry-level, visible to and reasonably likely to be readily accessed by individuals utilizing the Short Term Rental, with the following information:

(1) instructions for recycling and the disposal of waste;

(2) information regarding the Town's parking regulations, including but not limited to on-street parking limitations and overnight ban of on-street parking during winter months;

(3) the local noise ordinances of the Town;

(4) contact information for the Operator, or when the Operator is not present, the contact information for a locally available contact designated to respond to all emergencies and problems that may arise during the rental period.

7.20.5. Penalties; Enforcement.

(a) No person or entity may offer a Residential Unit as a Short Term Rental in violation of this ordinance. No Booking Agent may accept a fee for booking a Residential Unit that is in violation of this ordinance, provided that the Town has first notified the Booking Agent of such violation of the Residential Unit. All violations of this section may be penalized by a noncriminal disposition as provided for in G.L. c. 40, s. 21D. All violations of this section are subject to a penalty in accordance with section x-x.x of the Great Barrington Town Code. Each day on which a violation exists shall be deemed a separate and distinct offense. The provisions of this section may also be enforced, if applicable, by the Inspector seeking an injunction from a court of competent jurisdiction prohibiting the offering of the Short-Term Rental. The provisions of this section may also be enforced according to Massachusetts Session Laws Acts of 2008

Chapter 106. Nothing herein shall be construed to preclude the Town from seeking any additional penalties or taking any additional enforcement action as allowed for by law.

(b) The Inspector may enter into agreements with Booking Agents or any other third parties for assistance in enforcing the provisions of this ordinance.

7.20.6. Regulations.

The Inspector shall have the authority to promulgate regulations to carry out the provisions of this Ordinance.

7.20.7. Severability.

If any provision in this section shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

7.20.8. Effective Date.

The provisions of this Section 7.20 “Short-Term Rental of Residential Properties” shall take effect on January 1, 2023.

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