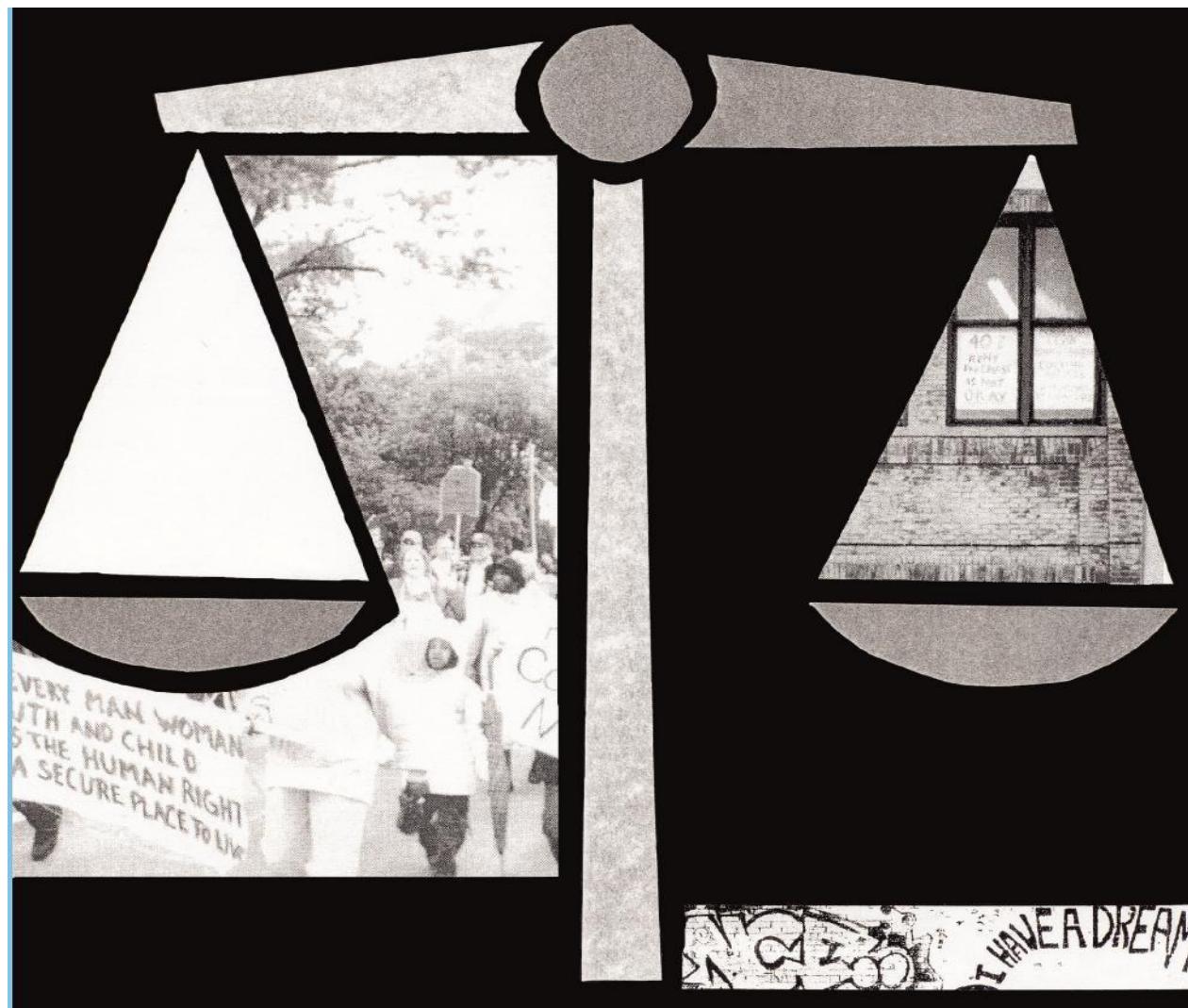


**Handouts 1-18 in English and Spanish**

**Private Housing**

# **Legal Tactics: Tenants' Rights in Massachusetts**

**Eighth Edition, 2017**



**Editor Annette R. Duke  
Massachusetts Law Reform Institute**



## Before You Move In

**Produced by** Pattie Whiting  
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### Check It Out

Before you rent a place, go look at it. Walk around the entire apartment and the building. All apartments must be in good condition before a landlord rents them.

- Use our [Moving in Checklist \(Form 1\)](#) for tips about what to check out and questions to ask as you walk around.
- Use the [Housing Code Checklist \(Booklet 2\)](#) to spot problems. Also ask current tenants about the landlord. Does she make repairs? Have they had problems?

### Rent

Landlords of private, unsubsidized housing can charge as much rent as they want.

### Security Deposit and Other Charges

When you move in, landlords may **only** charge you for:

- 1st and last month's rent,
- A new lock and key, and
- A security deposit that is no more than 1 month's rent.

### Protect Yourself - Get Receipts

- Only pay the landlord cash if they can give you a receipt right away.
- Get a receipt for any money you pay the landlord. If the landlord does not give you one, use our [Rent Receipt \(Form 2\)](#).
- If you pay a security deposit, the landlord must give you a receipt within 30 days. If she does not, use [Security Deposit and Last Month's Receipt \(Form 4\)](#).
- Get all agreements in writing.
- Read your lease carefully before signing it.

Landlords must **not** charge other fees, like pet fees,

cleaning fees, or application fees.

### Utilities

Your landlord can **only** charge you for gas, electricity, hot water and heat if:

- Your apartment has **separate meters** for gas and electricity, and
- You agree **in writing** to pay for utilities.

Usually the landlord must pay for water. They can only bill you for water if:

- There is a separate meter and there are low-flow toilets and showers,
- You have agreed to pay for water **in writing**, and
- The landlord has filed the right papers with the city or town.

### Read the Lease Before You Sign It

If the landlord wants you to sign a lease, read it carefully. Make sure it includes this information:

- The date your lease starts and ends.
- The amount of rent.
- The amount of a security deposit, last month's rent, if the landlord asks for either or both.
- The names, addresses, and phone numbers of your landlord and any other person who maintains the property.

Pay attention to terms in the lease that could affect you later. For example:

- **Automatic Extension or Option to Renew**  
Make sure you understand if your lease extends automatically or you need to renew it every year.
- **Subletting**  
Some leases allow you to sublet if you follow certain rules; others do not.

### Keep Good Records

- Keep copies of all letters and emails between you and your landlord.
- Keep copies of rental receipts, payments, and security deposit payments.
- Get all agreements in writing. If the

agreement is not written and you disagree later, it will be your word against your landlord's.

## Repairs

Before or just after you move in, make a list of anything broken or damaged. Use the [Housing Code Checklist \(Booklet 2\)](#). Give your landlord the list. Keep a copy for yourself.

If the landlord agrees to make repairs, get it in writing. If she does not give you a written promise, write to her right away. Keep a copy of your letter. Your letter could say:

Thank you for agreeing to fix *problems* in apartment at address by date.

## If a Landlord Refuses to Rent to You

Landlords use tenant screening agencies to find out about tenants. These agencies sell information about tenants including court cases, credit checks, employment verification, former rental addresses, and criminal record checks. Landlords also find information online. Some landlords refuse to rent to any tenant who has been to court.

### **If a landlord refuses to rent to you, ask why.**

You may be able to address their concern. For more see [Tenant Screening](#).

If a landlord refuses to rent to you, and you think it is because of your race, religion, or gender, or she is discriminating against you for another reason, see [Housing Discrimination](#).

## Tenant Screening

**Produced by** Paul Schack  
**Created** May 2017

When you are looking for an apartment it is important to understand how landlords screen tenants. They screen tenants in different ways. Landlords want to know if tenants will:

- Pay the rent on time.
- Keep an apartment in good condition.
- Be a good neighbor.

### Protect Yourself If Your Application Is Denied

If landlords or property managers deny your application for an apartment:

- Ask them why.
- You may be able to convince them that they should not reject you.
- They may have information from a tenant screening report, court record, or criminal record (CORI) which does not tell the whole story or is wrong.
- You may need to correct wrong or misleading information in your tenant screening report, your court record, or your CORI.
- You may be able to show them your circumstances have changed. For example, you lost your job and were unable to pay the rent, but now you have a job and can pay the rent.

### How Landlords Screen

#### Credit reports

Landlords use credit reports to predict if you can and will pay the rent. Credit reports show how you borrow and repay money. They also show how much debt you have.

#### Tenant screening reports

Landlords can buy tenant screening reports from private companies. These reports can include eviction history, court cases, former addresses,

social security number verification, and criminal record searches.

#### Criminal record information

Landlords and property managers can get some information about your criminal record, called "Criminal Offender Record Information" or CORI.

#### Court information

Massachusetts trial courts make information about court cases available to the public on the Internet.

#### Rental history

Landlords may ask you for references from your current and former landlords.

#### Credit Report

Before you look for a place, get a copy of your credit report. You can get 1 free copy once a year by filling out the Annual Credit Report Request Form. To get this form:

- Call 877-322-8228 or Go to [AnnualCreditReport.com](http://AnnualCreditReport.com)

### Tenant Screening Reports

Landlords must tell you if they deny your rental application because of the information in a tenant screening report. But they do not always tell you why they deny you. If landlords deny your rental application, ask if they used a tenant screening report. If they did, ask them for the name of the company. Contact the company and get the information that is wrong or misleading changed.

### Criminal Record Information

A landlord cannot automatically disqualify anyone with a criminal record. Landlords need to assess each individual applicant.

Before a landlord can deny your application because of your CORI, the landlord must:

- Notify you that they plan to deny you housing because of what is in the CORI.
- Give you a copy of the CORI they got or tenant screening report if it has CORI.

- Tell you the part of your CORI or tenant screening report that is a problem.
- Give you information about how to fix mistakes on your CORI and give you a chance to get mistakes corrected.
- Give you a copy of their CORI Policy, if they are required to have one.

If you applied for certain types of subsidized housing, they must give you information about how to challenge the denial of housing based on CORI. See [Challenging a Denial](#)

## Court Information

Massachusetts' trial courts make some information about court cases available to the public on the Internet. Tenant advocates have concerns about this because this information may contain errors. It also may not tell the whole story.

For example, the information online will not show that you came to an agreement with a former landlord and you followed that agreement.

If you have been involved in a housing case, make sure there are no errors online. Look up your case on [the court's website](#). If you find an error, use [Error Correction Form \(Booklet 11\)](#).

## Rental History

A landlord may want to get information from your current and former landlords to find out if you are a good tenant. Before you apply for apartments, contact former landlords and tell them that another landlord may request a reference from them. If you are afraid that a former landlord may give you a bad reference, ask them for a simple reference letter that says you paid the rent on time.

If you have no rental history, try to use other information that shows you can pay rent on time and take care of an apartment. For example, get letters from clergy, shelter staff, or employers saying that you will take care of the apartment and respect the rights of others.

## Links

AnnualCreditReport.com => <http://www.annualcreditreport.com/requestReport/landingPage.action>  
 the court's website => <http://www.masscourts.org>

## Protect Your Security Deposit

Produced by Maureen McDonagh  
Last updated May 2017

### How Much Can a Landlord Charge

The law says landlords:

- May only charge for the first and last month's rent, a new lock and key, and a security deposit when you first move in.
- May not ask for a security deposit that is more than your 1st month's rent.
- May not charge other fees, like pet fees, cleaning fees, and application fees.

### Protect Yourself Before You Move In

- Get a receipt for any money you pay the landlord when you move in. If they do not give you a receipt, use [Rent Receipt \(Form 2\)](#).
- Only pay in cash if the landlord can give you a receipt right away.
- Start a folder and keep receipts and other documents related to your new apartment in a safe place.
- List and photograph anything that is broken or damaged. Date your photos and keep them in your folder.
- If the landlord does not give you a Statement of Conditions, when you move in, send a [Statement of Condition \(Form 3\)](#) to your landlord with the list of anything broken or damaged.

### Subsidized Housing

The amount a landlord can charge for a security deposit depends on the subsidy you have.

If you have a Section 8 voucher under the Housing Choice Voucher Program or the Project-Based Voucher program, you can be required to pay up to one **total month's rent**. That is, your share of the rent plus the housing agency's share. If one total month's rent is \$1,000/month, a landlord could charge you \$1,000 for a security deposit.

If you have "project-based" Section 8 assistance in

privately owned multifamily housing, the best thing to do is to look at the lease. Project-based Section 8 assistance is not a voucher.

If you have a voucher funded by the Massachusetts Rental Voucher Program or the Alternative Housing Voucher Program, a landlord may charge you a security deposit up to one total month's rent.

### Your Landlord's Responsibilities

Landlords must:

- Keep your security deposit in a bank account, separate from their own money.
- Give you a receipt within 30 days of receiving your security deposit. The receipt must tell you what bank your security deposit is in.
- Pay you interest on your security deposit and last month's rent once a year. If they do not, you can subtract that amount from your next month's rent.

Landlords who disobey any part of this law must return all of your security deposit if you ask for it, even if you still live there.

### Protect Yourself While You Are Renting

If your landlord does not pay you interest once a year on your security deposit and last month's rent, you can subtract the amount from your next month's rent.

### What Can a Security Deposit Be Used For

After you move out, a landlord may only use your security deposit for unpaid rent or to repair damage you or your guests caused. The damage must be more than "reasonable wear and tear." Landlords are not allowed to use the security deposit for routine painting, cleaning or small repairs.

### Protect Yourself When You Move Out

Move your things out, clean the apartment, and fix anything you can.

Inspect the apartment with your landlord and make a list of anything your landlord says needs repair. You can also take photos.

Make a copy of the list. Keep one and give one to the landlord.

Return the keys and give the landlord your forwarding address so she can send you the security deposit.

## Getting a Security Deposit Back

If you left your apartment in the same condition as you found it, the landlord must return your security deposit balance, with interest, within 30 days after you move out.

If the landlord does not return your security deposit, send her a letter formally asking her to return 100% of your deposit. You can use [Security Deposit Demand Letter for Tenants Moving Out \(Form 6\)](#).

If the landlord still refuses to return your security deposit, you can sue in Small Claims court. She may have to pay you 3 times the deposit. Learn more See [Small Claims](#) on Massachusetts Trial Court's website.

## New Owners

You should not lose your security deposit or last month's rent, because of a foreclosure, a sale to a new owner or a new management company.

Keep track of who the new owner is.

If the new owner asks you to pay another security deposit or last month's rent – Say, "No!"

A new owner has 45 days to send you a notice about your security deposit and last month's rent. If 45 days pass and you have not heard from the new owner, write your old landlord and ask her to return your money, plus interest.

If the old landlord does not return your money, you can sue her for 3 times the security deposit that you gave her.

## Links

Small Claims => <http://www.mass.gov/courts/selfhelp/small-claims/>

## What Kind of Tenancy Do You Have

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### Different Kinds of Tenancies

To figure out your rights you need to know the kind of tenancy you have.

#### Tenant at Will

If your agreement with your landlord is a month-to-month tenancy, you are a **tenant at will**. Your agreement can be written or spoken. Most tenants are tenants at will.

#### Tenant with Lease

If your lease is for a specific time period, that is, it has an end date, you are a tenant with a lease. Usually leases last 1 year. Make sure you know if you have to renew your lease or if it renews automatically from year-to-year.

#### Tenant at Sufferance

If your tenancy ends, but you are still in your apartment you are a tenant at sufferance. Your tenancy ends when your lease ends or your landlord sends you a Notice to Quit. The biggest difference between a tenant at sufferance and other tenants is that a landlord does not need to give you a Notice to Quit. But you must receive court papers. Your landlord must go to court to evict you. They can only move you out with a court's permission.

#### Tenant in a Rooming House

If you rent a single room that is not an apartment and at least 4 other people who are not related to the landlord rent room there, you are a tenant in a rooming house. Your rights depend on how long you live there. For more see [Rooming Houses](#).

#### Tenants in Public and Subsidized Housing

If you are a tenant in public or subsidized housing you have special protections against rent increases and eviction. There are many different government housing programs. To figure out the type of housing you have see [Housing Programs in Massachusetts](#)

### Mobile Homes

If you live in mobile home or a manufactured home, you have special protections. For more see [Mobile Homes](#).

### Tenant in Transitional Housing

If you are in a program that provides temporary housing and services while you look for permanent housing, you are a tenant in transitional housing. Just like any other landlord, a transitional housing facility will usually have to use the court's eviction process to evict you.

### All Tenants Have Rights

All tenants in Massachusetts – even tenants who overstay their rental agreement – have legal rights. These include the right to:

- A safe, decent place to live with heating, hot water, and electricity.
- Ask the landlord to repair things that do not work or fix any unhealthy conditions.
- Privacy. The landlord is only allowed to enter your apartment if you give them permission, it is an emergency, or if they have a court order. Even if repairs are needed, they must notify you first.
- Stay in your apartment until you move or a judge orders you to move out.
- Refuse to pay illegal fees.
- Take your landlord to court if they do something illegal.

You may have other rights. Your other rights depend on the kind of tenancy or lease you have and the kind of housing you rent.

### Protect Yourself

- Ask the landlord to repair things that do not work or fix any unhealthy conditions. You have a right to a decent place to live.
- If a landlord refuses to make repairs, you can ask a Board of Health or a court to order the landlord to make repairs.
- You have the right to live in your apartment until you decide to move out or a judge orders you to move out. The only legal way your landlord can make you move out is to file an eviction case in court.



## Rent

**Produced by** Lauren D. Song  
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### How Much Rent Can a Landlord Charge

In Massachusetts, landlords of private, unsubsidized housing can ask for as much rent as they want. They do not have to adjust the rent to an amount you can afford.

### Protect Yourself - Keep Rent Receipts!

If your landlord disagrees about your rent payment, you will need proof that you paid. Keep good records:

- Get a receipt every time you pay rent. Make sure the receipt shows the month and year the rent is for. Never pay rent in cash unless you can get a receipt. See [Rent Receipt \(Form 2\)](#).
- Pay your rent with a check or money order. Write the month and year the rent is for. Make a copy or take a photo of the check or money order with the receipt stub attached.
- Save all rent receipts, cancelled checks, and copies and photos of money orders with their receipt stubs in a special folder or envelope.
- If you have roommates, each roommate should pay their part of the rent directly to the landlord and keep proof of their payment. Each tenant needs proof that they paid rent to the landlord and not to another roommate.

### Illegal Late Fees

You only have to pay a fee for late rent if you have a written lease that says you do. Even then, your landlord cannot collect the late fee until 30 days after the rent was due.

### Stopping a Nonpayment Eviction

If your landlord sends you a 14-day notice to quit for nonpayment, you may be able to pay what you owe and stop a court case. This is called "curing" the nonpayment. But you must pay all rent owed by a certain date. Get receipts to show you cured.

### If You Do Not Have a Lease

You can stop the eviction if you pay all rent due within 10 days of getting the notice to quit, and this is the only notice to quit for nonpayment you got in the last 12 months.

### If You Have a Lease

You can stop the eviction even if you received another notice to quit for nonpayment in the last 12 months. There are 2 ways to stop the eviction:

- Pay the landlord all the rent you owe within 10 days of getting the 14-day notice to quit, or
- If your landlord already started a court case, pay the landlord all the rent you owe and the landlord's court costs on or before the "answer date" on the court Summons and Complaint.

### Delay in Government Assistance

If your rent is late because your benefit check or rent payment from a government agency is late, the judge has to give you at least 7 more days before hearing your eviction case. This is called a "continuance." If you pay all the rent you owe plus interest and court costs before the "continued" court date, the judge must dismiss the case.

### Rent Disagreements

If your landlord disagrees about how much you owe, pay what you know is owed and write on the check or money order: "*Cashing this check means you agree this amount is full payment of rent owed to date, including for [date].*"

If your landlord cashes your check and does not "reserve her rights," she agrees you are up to date with your rent. A landlord may reserve her rights on the check, in the notice to quit, in a lease or other documents.

### Illegal Rent Increases

Your landlord must not raise your rent if:

- You **do not agree** to the rent increase.
- You have a **written rental agreement** that has not ended. Usually, rent cannot be raised during the lease period.

- You have a **Section 8 voucher**, and the housing agency has not approved the increase, or you did not agree to accept an approved rent increase.
- The increase is to get back at you for doing something like reporting bad conditions or joining a tenant organization. This is called "retaliation."
- You did not get proper **advance notice**.

## Proper Notice of Rent Increase

Your landlord can only raise the rent if they give you proper notice. A new landlord must accept your old rent until the new landlord gives you proper notice.

Proper notice says your current tenancy is ending and offers you a new tenancy at a higher rent. The notice can be 1 document or 2 separate documents.

- **If you have a lease**, your landlord must give you *notice that ends your tenancy* before the lease renews or extends. This is a "notice to quit." If your lease has no special instructions

about notices, your landlord does not have to give you a separate notice to quit. Your lease tells you when your tenancy ends.

- **If you not do have a lease**, a landlord must give you at least 30 days' advance written notice to end your tenancy.

## Facing a Rent Increase

You have several options. You can:

**Organize and negotiate.** Join a tenant group and negotiate a fair rent with other tenants. Retaliation for organizing is illegal.

**Pay the increase and stay.** Make sure you can afford the increase. Ask for a long lease to protect yourself from future increases.

**Refuse the increase and move.** If you pay your current rent until you move, the landlord cannot evict for nonpayment

## Utility Rights and Programs

Produced by Jen Bosco  
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### Who Pays the Utilities?

The landlord **must** pay:

- **Hot Water and Heat:** Unless the lease says you pay.
- **Gas and Electricity:** Unless you signed an agreement that says you pay and there is a separate meter for your apartment.
- **Water:** Unless you signed an agreement that says you pay and there is a separate meter. Also the landlord must have a certificate that shows that there are low-flow fixtures in your apartment.

### When You Move In

If you have to pay for gas or electricity, contact the gas or electric company. Most utility companies allow you to ask for new service over the telephone. Some companies may require you to fill out a form.

You have the right to gas and electric service, but certain rules apply if you owe a utility bill at a previous address.

### Protect Yourself - Help Paying the Bill

Private electric and gas companies offer discounts if you get government assistance like SSI, Food Stamps, or Head Start.

If you need help paying heating bills, find out if you qualify for the Fuel Assistance Program. Call 800-632-8175.

Utility companies also have special programs to help you pay past due bills. These are **Arrearage Management Programs**. If you qualify, every time you pay a bill on time, they give you a credit on your past due bill.

### If You Owe a Utility Bill

#### Gas and Electricity

If you owe a gas or electric bill from a previous apartment, the company may ask you to pay the bill off before they turn on new service. They may also agree to a reasonable payment plan. You can contact the company directly and negotiate your own payment plan. **Do not agree to pay an amount you cannot afford.**

If a utility company refuses to turn on the new service, they may ask you to sign a **Cromwell Waiver**. This form gives the company permission to add your unpaid bill to your new bill and set up a payment plan. If you do not pay your new bill, they can turn off your service. Do not sign a **Cromwell Waiver** if the bill from the previous address is wrong or it is not yours.

If a company refuses to set up a payment plan or sign a **Cromwell Waiver**, call the Department of Public Utilities Hotline at 877-886-5066 and ask them to help you.

### Cell Telephone

If you owe money to a cell phone company, you can set up a new account by negotiating a plan to pay off what you owe. If a company will not agree to a payment plan, call the Department of Telecommunications and Cable consumer line at 800-392-6066.

### Protection Against Shutoffs

#### Resolving a Dispute with the Company:

If a utility company does not fix a problem to your satisfaction, ask the company to protect your service until they resolve the dispute. If they have not already shut off your service, they cannot shut it off while they are resolving the dispute.

#### Landlord Fails to Pay:

If your landlord is responsible for utilities and fails to pay, a company must give you at least 30 days notice before they can shut off your service.

#### You Fail to Pay at Your Current Address:

A utility company can only shut off your service if you fail to pay your bill at your current address. They cannot shut off your services for charges from a prior address or for money a prior tenant owes.

**Special Protections:** If your household has a low-income, a utility company must not shut off your services if anyone:

- Is under 12 months or older than 65,
- Has a serious or chronic illness like diabetes, ADHD, asthma, or
- You cannot afford to pay for heat for the winter months – November to March and sometimes to April.

Ask the company for a **hardship application**.

If the utility company does not help you call the Department of Public Utilities 1-877-886-5066

## Phone Service Help

If you have a low-income, special services and programs can help you pay your phone bill and keep basic phone service.

- **You can get 90 days to pay your phone bill** if someone in your house has a serious illness. Also, if someone has a personal

emergency and needs a phone, you can get up to 30 extra days.

- **You may be able to negotiate a payment plan** if you ask the phone company. If they will not accept a reasonable payment plan, call the Dept. of Telecommunications and Cable at 800-392-6066. Tell them you need an advocate to negotiate a plan.
- **You can get your deposit back** if you pay all your phone bills on time for 6 months. After 6 months, ask the phone company for your deposit, plus interest.
- **You can get a discount each month** if you get government assistance like SSI, Food Stamps, and Head Start. Apply to your phone company.
- The **Lifeline program** provides a landline, cell phone or internet service at a reduced cost. Call your phone company to apply. If do not have a phone or your phone company does not offer Lifeline call the Dept. of Telecommunications and Cable consumer line at 800-392-6066.

## Housing Discrimination

**Produced by** Amy Romero and Maureen St.

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**Last updated** May 2017

### Is It Discrimination

Housing discrimination takes many forms:

- A real estate agent shows you apartments in one neighborhood and not another because of your race.
- A landlord refuses to rent to you because you have a Section 8 voucher
- A landlord makes an inappropriate comment about your gender, ethnicity, religion or disability.
- You have young children and a landlord tells you she cannot rent to you because the apartment has lead paint.

### Protect Yourself When Looking for an Apartment

- Do not ask if a landlord takes Section 8 or allows children. Assume the landlord will follow the law.
- Ask to see all available apartments – even if the landlord says an apartment is too small or has lead paint.
- If the landlord will not rent to you, ask for a specific reason.

### Who Is Protected

Laws that protect against discrimination are called fair housing laws.

Fair housing laws protect you if a landlord, her employee, or a real estate broker discriminates against you **because of your:**

- Race
- Color
- National Origin or Ancestry
- Gender
- Sexual Orientation
- Gender Identity

- Religion
- Age – as long as you are 18 or over

Or because you:

- Are pregnant or have a child
- Get welfare, SSI or other benefits
- Have a Section 8 or housing subsidy
- Are married or not married
- Are or were in the military
- Have a physical or mental disability

### Is the Property Covered

No landlord of any size building can discriminate based on race, receipt of public assistance, or receipt of a housing subsidy. But for other types of discrimination:

- State fair housing laws do not cover buildings with only 2 apartments if the landlord lives there.
- Federal fair housing laws do not cover buildings with 4 apartments or less if the landlord lives there.

### Act Quickly!

#### 1. Write down the facts.

Your notes may be your best evidence. Write everything down as soon as you can!

#### Your Notes

Date and time of the discrimination.

Name and title of the person who discriminated against you.

What you said.

Everything the other person said.

#### 2. "Test" the landlord.

Ask a testing agency to help you find out if a landlord is discriminating. Contact one of these agencies the **same day** you have the problem.

If you cannot get help from an agency, do your own test. For example, if you feel the landlord

discriminated against you because you have a child, ask someone without a child to look at the same apartment. Then make detailed notes about what happens.

### **3. Get help from a lawyer.**

A lawyer can advise you and help you file a complaint.

### **4. File a complaint.**

See [File a Discrimination Complaint](#) for how to file a complaint.

### [Fair Housing Center of Greater Boston](#)

617-427-9740

Essex, Middlesex, Norfolk, Plymouth, and Suffolk Counties

### [Massachusetts Fair Housing Center](#)

800-675-7309

Berkshire, Franklin, Hampden, and Hampshire Counties

### [Community Legal Aid](#)

800-649-3718

Worcester County

## **Testing Agencies**

## **Links**

Fair Housing Center of Greater Boston => <http://www.bostonfairhousing.org/Contact-Us.html>

Massachusetts Fair Housing Center => <http://www.massfairhousing.org/housing-discrimination>

Community Legal Aid => <http://communitylegal.org>

## Getting a Landlord to Make Repairs

**Produced by** Susan Hegel  
**Last updated** May 2017

**All tenants** have the right to live in a safe and decent place. You do not need a lease to have this right.

If your landlord knows about a dangerous or unhealthy problem in your apartment or building, and she does not fix it, she is breaking the law.

### Your Right to a Decent Place to Live



In Massachusetts, the Sanitary Code gives tenants the right to decent housing. The Sanitary Code sets minimum requirements for housing. It covers kitchens, bathrooms, bedrooms, water, heating, electricity, locks, and common areas that you share with other tenants.

To learn about the conditions your apartment must meet, get the [Housing Code Checklist \(Booklet 2\)](#).

### Protect Yourself Document the Problem

Take photographs or videos of the bad conditions. Record the date and time of the photographs or videos. Or write this information down.

The Apple store or Google Play have free apps like "Photo Date" that dates date photos on your smartphone.

### Tell Your Landlord about Problems

If something in your apartment needs repair, tell

your landlord as soon as possible.

Tell your landlord **immediately** if:

- You find something after you move in that needs repair, or
- You have an emergency, like a water pipe bursts or a problem with your heat.

Ask the landlord to let you know when a repair person will be coming to fix the problem. It is important for you or someone to be there so you can make sure the repair person can get into the apartment.

If your landlord does not fix the problem within a reasonable time, follow these steps:

1. Send your landlord a letter that describes the problem and asks them to fix it.
2. Keep a copy of this letter in a folder with other documents related to your tenancy.
3. If your landlord does not respond to your letter send another copy of the letter by certified mail, with a return receipt.

### Get an Inspection

If you write or tell your landlord and she still refuses to make repairs, call your town or city Board of Health to ask for an inspection. A housing inspector can be helpful.

Housing inspectors examine properties to see if they follow the state Sanitary Code. If there are violations, an inspector can order your landlord to make repairs within a certain time. In many cases, landlords will make the repairs.

If the problems are serious, like you have a plumbing problem or no water or heat, tell the Board of Health. By law, they must try their best to come within 24 hours.

### Be Ready for an Inspection

**Be prepared.** Before the inspection, fill out the [Housing Code Checklist \(Booklet 2\)](#).

**Clean your home.** Make sure hallways and doors are not blocked, and trash is taken out so **you** do not get in trouble for Sanitary Code violations.

**Be there.** If you cannot be there when the inspector comes, arrange for someone else to be there. Leave a note that says this person has your permission to let the inspector inspect your home.

**Ask for a complete inspection.** Ask the inspector to inspect inside your apartment, the outside of the building, and all common areas.

**Point out problems.** If the inspector misses a problem, point it out so it is on the report.

**Ask for a copy of the inspector's report.** If your apartment or building needs serious repairs, the inspector must send a repair order to your landlord within **12 hours**.

**Follow-up.** If the landlord does not make the repairs by the time and date on the order, contact the inspector and ask for a re-inspection.

## If the Landlord Refuses to Make Repairs

If your landlord refuses to repair conditions that may put you in danger or seriously harm your health or safety, you have the right to:

**Withhold Rent.** You can withhold the rent or part of it until the landlord makes the repairs you

requested. They may try to evict you. To protect yourself from eviction:

- Put the rent money you withhold in a bank account. Keep it separate from your other accounts so you have this money if your landlord takes you to court.
- Write your landlord a letter, list the repairs needed, and say you will withhold rent until the problems are fixed. Keep a copy of your letter in a safe place!

**Repair and Deduct.** Get the repairs made and deduct the cost from your rent. This can be complicated and you must follow the law.

**Join together with tenants.** If other tenants need repairs, work together on solutions.

**Break your lease.** If your landlord refuses to fix serious problems, you may be able to break your lease. Get a housing inspection before you move out. This will protect you if the landlord sues you for breaking your lease.

**Take your landlord to court.** If you prove the landlord broke the law, a judge may order her to make repairs or pay you money for bad conditions, or may order a temporary landlord called a "receiver."

## Lead Laws Protect Tenants

**Produced by** Jeffrey Feuer and Benjamin Hiller  
**Last updated** May 2017

Lead poisoning is serious. It can cause learning disabilities, hearing and speech problems, and permanent brain damage. Lead is especially dangerous for children under 6 and unborn babies.

### Before You Rent

Before you rent, you have the right to know about lead on the property - even if you do not have children. Landlords who rent **any** kind of housing built before 1978 must give all tenants:

- Information about possible lead paint on the property,
- Lead Law Notification and Certification forms,
- A copy of the most recent lead inspection report, if there is one, and
- A copy of a letter of compliance, if the property was deleaded.

You should ask a landlord for these documents before you rent an apartment.

### Protect Yourself - Get A Free Lead Inspection

Call your local Board of Health or the Childhood Lead Poisoning Prevention Program at 800-532-9571

If they find lead in your home, tell your landlord **in writing** to fix the lead problems right away.

### Discrimination Is Illegal

Even if there is lead paint in an apartment, a landlord cannot refuse to rent to you or refuse to renew your lease because you have small children or you are pregnant.

Also if you are pregnant or have young children and your landlord discovers that there is lead paint in your apartment, your landlord cannot evict you simply for that reason. Talk to a lawyer if you get an eviction notice!

### After You Move In

If you notice paint chips or peeling paint in your apartment, tell the landlord **in writing** right away. The most likely places for lead paint are near windows, window sills, painted cabinets, baseboards and doors. Lead can also be in the soil around a building.

If you have a child under 6 years old, ask your landlord to have the apartment tested for lead. If she does not schedule a **licensed** lead inspector to inspect your apartment, you may:

- Ask your local Board of Health or the Childhood Lead Poisoning Prevention Program for a **free** lead inspection.
- Do the testing yourself with a home lead test kit. You can buy a kit online or at a hardware store.
- Hire a licensed lead inspector. If the inspector finds lead, the landlord must pay you back for the inspection.
- The landlord must remove or cover any dangerous levels of lead that are found.

### Get Your Child Tested

Children and adults with lead poisoning may seem completely healthy. If you notice peeling paint or paint chips in your home, have your child get a blood test for lead right away!

Your health insurance pays for the tests. Or ask your local Board of Health or the Childhood Lead Poisoning Prevention Program where to get **free** lead poisoning blood tests.

If your child was poisoned by the lead in your apartment, you have the right to sue the landlord, even if they did not know about the lead. You can sue any time before your child turns 21. You should talk to a lawyer about this.

### All Children Must Be Tested

Children must first get tested at 9-12 months, then again at 2 and 3 years old. Children who live in one of these places must also get tested at 4 years old:

Boston Haverhill New Bedford  
Brockton Holyoke Springfield  
Chelsea Lawrence Taunton  
Fall River Lowell Worcester  
Fitchburg Lynn

## Retaliation Is Illegal

It is illegal for your landlord to get back at you for reporting a lead problem. This is called "retaliation."

If your landlord tries to evict you, increase your rent or not renew your lease within 6 months of your **written** complaint, report it to the local Board of Health or Childhood Lead Poisoning Prevention Program.

To protect yourself against retaliation, **write** to the landlord about the lead paint. Put a date on the letter and keep a copy. If a landlord takes you to court to evict you, you will need proof that you gave her notice about the lead. If a court decides your landlord has retaliated, it can order her to pay you up to 3 month's rent.

## Who Does Deleading

Most deleading work creates dangerous conditions for you and your children. Usually only licensed deleaders can delead. Landlords need permission from the state to do the work themselves. If you think an unlicensed worker is deleading around your home, report it to your local board of health or the Childhood Lead Poisoning Prevention Program (CLPPP).

## Moving Expenses

You may have to move out during deleading. Your landlord **must** pay reasonable moving expenses, anywhere you go. If you stay with family or friends during deleading, you do not have to pay rent.

If your landlord finds you temporary housing, keep paying your landlord your usual rent. If the temporary housing is more expensive than your regular rent, it is your landlord's responsibility to take care of it.

## Organizing a Tenant Group

**Produced by** Eloise Lawrence  
**Last updated** May 2017

A **tenant association** is a group of tenants who work to fix their housing problems. Tenant associations have had success because they organize together.

Tenants have the right to organize! It is **illegal for your landlord to retaliate** against you for being part of a tenant group. The landlord cannot evict you, raise your rent, or change your lease because you joined a tenant association.

### Identify Problems

**Know your rights.** The best way to protect yourself is to know your legal rights as a tenant.

**Get Help.** Your community has lots of resources. Don not be shy – ask for help! You may want to contact:

- A lawyer for legal help,
- A trained organizer to help you plan,
- Local community organizations,
- Local universities and law schools with students to help you do research.

### Protect Yourself - Stay United

Watch out! Landlords sometimes try to divide tenant groups by intimidating tenants or pretending to be a victim. Stay united.

**Talk with other tenants.** Tenants may be afraid to speak up. Ask your neighbors about housing problems and listen carefully! Let them know that tenants have a right to organize.

**Bring tenants together.** After you talk to tenants and identify common problems, schedule a meeting so that all tenant can come together to make a plan.

### Make a Plan

Once you bring tenants together, make a plan! To do this, clearly define the problems. Write them down.

Identify the group's goals and the things you want to change. Think about these questions as you make a plan:

- What is the problem?
- What will solve the problem?
- Did your landlord break a law?
- Who has power to fix the problem?
- Where can you get help?

### Choose Your Tactics

Next, decide which tactics or methods your group will use to fix your problems. Plans and tactics must fit your situation and may have to change over time

Here are a few tactics to consider:

- Write a letter to your landlord to documents your group's concerns.
- Have tenants sign a petition to show your landlord that a lot of people are affected.
- Get Board of Health inspections to order a landlord to make repairs.
- Have a rally, picket, or demonstration.
- Make window signs and banners.
- Get media attention
- Take your landlord to court. Ask a lawyer to review your case first.

### Negotiate

Try to meet and negotiate with your landlord. Negotiating means working to agree with your landlord about solutions. Before you negotiate, get ready!

- Have a list of your demands.
- Have proof of the problems.
- Know your rights.
- Put your agreement in writing.

### Start a Tenant Group

**Choose leaders.** You can have one leader or a group of leaders who rotate responsibilities to run meetings and keep a group going. A good leader listens, is patient, and inclusive.

**Keep tenants informed and included.** Have

regular meetings and use social media, fliers, phone trees, and events to keep all tenants updated.

**Translate.** Translate information and have interpreters for meetings for people who do not speak English.

**Set ground rules.** Good meeting ground rules are the best ways to prevent conflict. Examples: one person talks at a time, no interrupting, no put-downs, a time limit for each person who talks.

**Make committees.** A committee is a team of people that works on a task. Common committees are: Negotiation, Outreach, and Fundraising.

**Keep records.** Have someone take notes during meetings. Document your communications with your landlord.

**Work with a lawyer and an organizer.** A lawyer can tell you about your rights. An organizer knows about organizing tactics. Remember, decisions are up to the group not your advisors.

**Evaluate your work.** Be willing to change your

plans and tactics as you go.

**Get more tenants involved.** It takes time and patience to get more people involved. Most people need to be asked directly.

## Get Support

**From the media:** newspapers, TV, radio, and the internet are powerful tools for tenants. Positive media attention can help pressure your landlord to negotiate.

**From politicians:** local, state and national politicians can help by writing a letter to your landlord or by facilitating a conversation between you and the landlord. Make sure people in your building are registered voters if eligible to vote.

**From community leaders and groups:** local leaders and groups, such as clubs, churches, and labor unions, can help by writing support letters, attending rallies, or giving you resources or meeting space.

## When You Move Out

Produced by Pattie Whiting  
Last updated May 2017

### Giving Notice that You Are Leaving

#### If you do not have a written lease

The law says the landlord must receive a notice that you are leaving or ending your tenancy. They have to get this notice at least 1 **full** rental period before you move out, which is usually 30 days.

**Do not be late!** If you are late giving your landlord notice, they can make you pay rent for another month. Mail your notice by regular mail. Send it early so it gets there on time. You may want to hand deliver a copy also. Keep a copy for yourself.

If you **cannot** give **30 days'** notice, talk to your landlord and explain your situation. They may agree to your move-out date. If they do, mail, email or text your landlord a note like this:

Thank you for agreeing to my moving out of the rental unit at [address] on [date]. I will vacate the apartment, and deliver the keys to you on or before that date.

If your landlord does not agree to the move-out date, you can give them your keys. This is called "surrendering" your keys. If your landlord accepts your keys, or soon after advertises, or rents the apartment to someone else, they may not be able to charge you extra rent after you leave.

#### If you have a written lease

Some leases renew automatically; some do not. Read your lease to find out.

If your lease renews automatically, you must give your landlord written notice that **you are not renewing**. If you do not give notice, the landlord could make you pay rent for another lease period. Your lease says the number of days' notice you must give. Most leases say you have to give notice 30 days before the last day of the lease. Keep a copy of your notice.

You may have a lease that ends on a certain date and does not renew automatically. If you plan to move out by the end date on the lease, you do not have to give the landlord notice.

#### If you have to leave before the lease ends

You have options:

1. **Surrender** . Talk to the landlord. They may agree to an earlier move-out date. If so, send a note, email or text that says you are "surrendering" the apartment. Ask the landlord for a written acceptance of the "surrender."
2. **Bad conditions** . If your apartment has unsafe or unhealthy conditions that your landlord does not fix, the law allows you to end your lease and move out. You must follow certain legal steps to have the right to break your lease because of bad conditions. See [Getting Repairs Made - Break Your Lease](#).
3. **Sublet** . If your lease allows, you may be able to sublet or assign your lease. **Caution!** If the subletter damages the apartment or does not pay the rent, **you** are responsible. Even if the lease says no subletting or assigning, some tenants sublet any way. If you do this, sign an agreement with the subletter that says they may have to move out if the landlord finds out about the sublet and does not agree.

#### Protect Yourself - Getting Your Security Deposit Back

If you leave your place in the same condition as you found it, the landlord **must** return 100% of your security deposit, with interest, within **30 days** after you move out or your lease ends.

When you move out, send your landlord a letter that asks her to return your security deposit. Give her an address to send the check. Keep a copy of your letter. Or make arrangements to pick up your check.

If you do not get your security deposit back within 30 days after you move out, write to your landlord. Ask for the entire security deposit back. See sample [Security Deposit Demand Letter for Tenants in an Apartment \(Form 5\)](#).

If the landlord still does not return your security deposit, you can file a small claims complaint in

court. The landlord may have to pay you 3 times the amount of the deposit, plus interest, because they failed to respond to your request. For more about how to file a small claim complaint see the [Small Claims section](#) on the Massachusetts Court website.

## Moving Out Checklist

### Remove Your Belongings and Clean the Apartment

Move all of your belongings out and clean the apartment. If you do not, the landlord may try to charge you for cleaning or removal of your belongings. Or the landlord may try to keep some or all of your security deposit.

### Make Repairs

Repair any damage you caused. You do not have to fix problems that were there when you moved in. Also, landlords may not charge you for normal wear and tear.

### Take Pictures

Before you leave, take pictures of all rooms. If your landlord says you damaged the place and they try to keep your security deposit, you will have pictures of the condition of your apartment when you moved out.

### Walk Through with the Landlord

After you move your belongings out, clean the apartment. Then ask the landlord to walk through with you. Point out any problems that existed when you moved in.

### Return Your Keys

Return your keys on or before your move-out date. If you are late, the landlord can take money from your security deposit or last month's rent. Try to have someone with you to witness the delivery of the keys in case the landlord says he never got them.

## Links

Small Claims section => <http://www.mass.gov/courts/selfhelp/small-claims>

## Facing an Eviction

**Produced by** Maureen E. McDonagh and Julia E. Devanthéry  
**Last updated** May 2017

### Steps a Landlord Must Take to Evict You

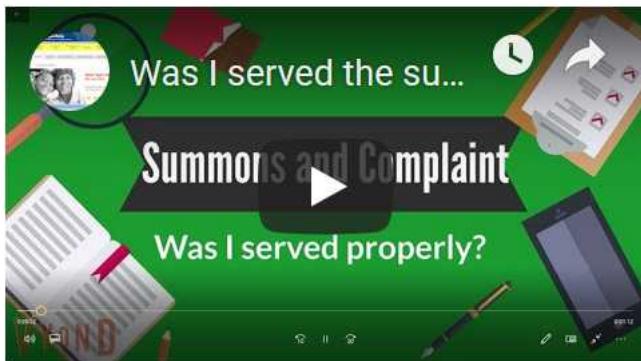
Your landlord can only make you move if they evict you. To evict you, they must get permission from a court. They cannot lock you out, throw your things out on the street, or harass you. If your landlord does not take the right steps, you can stop the eviction.

#### Your landlord must make sure you get a Notice to Quit

The Notice tells you to leave in a certain number of days. **You do not have to move out by the date on a Notice to Quit, but do not ignore it.** The number of days depends on the reason for eviction.

- **14-Day Notice:** You owe rent.
- **30-Day Notice:** If the landlord is evicting you for no reason, or for a reason that they say is your fault.
- **No Notice:** Your landlord accuses you of illegal activity in your apartment. Get a lawyer before you say anything in court.

#### Your landlord must serve you with a Summary Process Summons and Complaint



This court form tells you your landlord is taking you to court and there will be a hearing. It lists the time, date, and location of the hearing. It also lists the deadline for you to file your Answer.

### Steps You Can Take to Respond to the Eviction

Every eviction is different. Your options depend on your situation. All options have strict deadlines. If you miss the deadline, you lose the option.

#### Protect Yourself Get Help

- Try to get legal help.
- You may be able to [get free legal help](#).
- If you cannot get legal help, you will need to represent yourself. Use the [Self-Help Forms and Letters](#).
- Some courts have volunteer lawyers who can help you fill out forms or tell you about programs in your area that may be able to help you. Ask the clerk how to find the volunteer lawyers.
- **Pay rent:** If the eviction is about rent you owe, you can pay the rent and stop the eviction, most of the time. If you pay before a landlord starts a court case, you can avoid paying the landlord's court costs: \$135 in Housing Court, \$195 in District Court. For deadlines see [Evictions - Paying the Rent Owed](#).
- **File your Answer with the court:** If you get a Summons and Complaint, file a legal form called an Answer. Use this form to explain to the court why you should not be evicted and any problems you had with your landlord. The deadline for filing your Answer is on the Summons and Complaint. Do not miss the deadline. Use [The Answer \(Booklet 3\)](#).
- **Transfer your case:** If your case is in District Court you have the right to transfer your case to Housing Court, if there is one in your area. Housing Courts provide more support. You can file a transfer form up until the day before your case is in District Court. Use the [Transfer \(Booklet 5\)](#).
- **Get important documents ready:** Before your hearing, collect the documents you need to prove your case, like rent receipts or pictures of bad conditions. Use the [What to Take to Court Checklist in Representing Yourself in an Eviction Case \(Booklet 1\)](#).
- **Arrange for childcare and time-off from work** the day you go to court. It could take

all day.

- **Go to court:** If you do not go to your court hearing, you will lose your case automatically. This is called default.
- **Ask the judge to dismiss the case:** If your landlord has not followed the right steps, you may be able to get your case dismissed. For reasons why your case could be dismissed see [Evictions - Motion to Dismiss](#).
- **Negotiate an agreement:** Most landlords and tenants resolve evictions through agreements. Be careful when you negotiate an Agreement. Only sign an Agreement if you understand it and you can do what it says. To protect yourself get [Negotiating a Settlement of Your Case \(Booklet 10\)](#).
- **Fight the eviction:** You may be able to prevent the eviction. Use the Answer to list the reasons you should not be evicted. Include any complaints you have about your landlord. Do not miss the deadline to file your Answer. The deadline is on the Summons and Complaint. Use [The Answer \(Booklet 3\)](#).
- **Ask for time to prepare for your case:** When you file your Answer form, you can also file court papers that ask your landlord for information to help you prepare your case. The court will automatically postpone your case by 2 weeks. This is called discovery. Use [Discovery \(Booklet 4\)](#).
- **Ask a judge for time to move:** If a judge makes an order to evict you, you may ask the judge for more time to stay in your apartment while you look for another place to live. If the judge agrees to give you more time, they order a Stay of Execution. They are more likely to order a Stay of Execution if you have started looking for a new place. Use [Stay \(Booklet 8\)](#).
- **Appeal the court's decision:** At the end of the court hearing, the judge will make a decision, called a judgment. If you do not agree with the judge's decision and you want to fight it, you have 10 days to file an appeal.

## When to Take Your Landlord to Court

**Produced by** Gary Allen  
**Last updated** May 2017

If you tried to resolve a problem with your landlord but they refuse to obey the law, you may decide the only way to fix the problem is to take them to court.

### Fix Problems Outside of Court

Try to solve the problem outside of court:

- If your landlord refuses to make repairs, ask your local housing inspector to inspect your apartment or building and send the landlord a repair order.
- If your landlord owes you your security deposit, send them a Consumer Protection Law demand letter.
- If you are having a dispute with your landlord, [community mediation programs](#) can help solve the problem.
- If other tenants have the same problem, organize together for a solution.

### What a Court Can Do

If you have a good case and you can prove your landlord broke a law, the judge may order your landlord to do things like:

- Quickly address emergencies, like no heat.
- Make a necessary repair, like fix the plumbing.
- Let you back into your apartment, if your landlord locked you out.
- Pay you money to compensate you for harm you suffered.
- Order a temporary landlord called a “receiver” to make repairs and manage the property.
- Pay a fine or go to jail, but only if your landlord broke a criminal law.

### Protect Yourself - Deciding to Go to Court

Going to court is stressful, and you may not win. Before you go to court, ask yourself:

Can I fix the problem outside of court?

What do I want the court to do?

Do I have a case I can prove?

Do I need legal help and can I get it?

### What Kind of Case Do You Have Criminal Cases

If your landlord commits a crime, contact the police right away. Crimes include entering your apartment without your permission, cutting off your utilities, locking you out, or attacking you. Ask the police to file a criminal complaint.

### Civil Cases

Most cases against landlords are civil. The most common types of civil cases are:

### Small Claims

If you have a case for less than \$7,000, you can file a Small Claims case in Housing Court, District Court or the Boston Municipal Court. If your case is for more than \$7,000, talk to a lawyer.

### Tenant Petition

A Tenant Petition to Enforce the Sanitary Code is a quick way to ask the court to order your landlord to make repairs, especially emergency repairs. You can also use it to ask a court to lower your rent to reflect the value of your apartment with all its problems. It costs \$2 to file a petition.

### Bad or Unsanitary Conditions



Landlords must provide “habitable” or decent living

conditions. You can ask the court to order them to make repairs and return part of your rent.

## Interference with "Quiet Enjoyment"

Sometimes landlords are responsible for conditions that interfere with you using your apartment. This is called a "breach of quiet enjoyment." For example, cutting off your utilities if your landlord is supposed to pay them is a violation of this law.

## Retaliation



It is illegal for a landlord to punish you by trying to evict you, raising your rent, or making a major change in your rental agreement because you:

- Ask for needed repairs,
- Report bad conditions in your apartment or building to the Board of Health or other local

officials,

- Join a tenants' organization, or
- Withhold rent because of bad conditions.

## Unfair or Deceptive Practices

It is illegal for landlords to use unfair or deceptive practices. This law does not protect tenants in public housing or tenants who live in 2 or 3-family buildings if the landlord lives in the building. To use this law, you must follow specific rules, including sending the landlord a "demand letter."

## Security Deposits

Landlords must account for security deposits and last month's rents properly. If your landlord violates the security deposit law, send them a "demand letter" for violating the Consumer Protection Law.

See sample security deposit demand letters: [Form 5 For Tenants in an Apartment](#) and [Form 6: For Tenants Moving Out](#). If your landlord does not give you a reasonable response, you can take them to court.

## Housing Discrimination

Discrimination is illegal. Laws protect certain groups of people, cover different types of housing, and provide different protections.

## Links

community mediation programs => <http://www.mass.gov/ago/ftf>

## Using the Court System

**Produced by** Gary Allen  
**Last updated** May 2017

Deciding to go to court is not an easy decision to make. Going to court takes time and money. Also you cannot be sure what will happen. But if you have a strong case, going to court can lead to negotiating a solution or winning.

### Are You a Plaintiff or Defendant?

#### Plaintiff

If you are taking your landlord to court you are the plaintiff.

#### Defendant

If your landlord is evicting you or taking you to court for another reason, you are the defendant.

### Going to Court

- Take the whole day off from work.
- If you have children, arrange child-care that is not at court.
- Get to court early so that you do not miss when your case heard.
- Leave your cell-phone at home if the court house you are going to does not cellphones. See a [list of courts that do not allow cell phones](#).

### Protect Yourself - Get Legal Help

#### Filing a Case Against Your Landlord

The court system is complicated. It has lots of rules and deadlines. If you take your landlord to court, you are usually better off if you can find a lawyer to represent you.

If you cannot pay upfront, some lawyers take certain types of housing cases that make your landlord pay your lawyer's fees if you win. These types of cases involve:

- Retaliation
- Unfair or deceptive practices

- Consumer protection violations
- Violation of the security deposit law
- Interference with your "quiet enjoyment"

#### Fighting an Eviction

Many Housing Courts have Lawyer for the Day Programs that help low-income tenants facing eviction. They offer advice, and sometimes they will go into mediation or the court room with you. They also help homeowners facing eviction after a foreclosure.

Ask the clerk's office in your District or Housing Court how to find the Lawyer for the Day Program

#### Forms

Use preprinted forms to help make your case. You can get the forms you need online, at court, and from legal services offices and community groups.

- **Massachusetts Trial Court** has court forms [Massachusetts Trial Court Forms](#)
- **MassLegalHelp** has self-help housing forms and sample letters you can use: [MassLegalHelp Housing Forms and Resources](#)

#### Where to File Your Case

You can file most landlord-tenant cases in Housing Court or District Court. If there is a Housing Court where you live, consider starting your case there. Housing Court staff know a lot about landlord and tenant disagreements. They often offer more support to tenants than District Courts.

#### Court Fees

When you file a complaint in court, you must pay a filing fee. In Housing Court the fee is \$135. In District Court the fee is \$195.

If you cannot afford the fee, file an "Affidavit of Indigency" form. This form asks the court to let you file a complaint without paying a fee. You can get the form at the court or online. See [Affidavit of Indigency \(Booklet 9\)](#).

Defendants do not pay any fee to file an Answer.

#### Serving a Complaint

You must let your landlord know you are taking them to court. When you file a complaint, the clerk will give or mail you a summons and complaint . You must have the summons and complaint served on your landlord. You cannot serve it yourself. You pay a Sheriff or Constable \$50-65 to serve your landlord.

## Interpreters

If you do not feel confident communicating in English, you have the right to an interpreter in court. It does not matter what your native language is. The court is supposed to give you a free interpreter.

Tell the court clerk you need an interpreter. You can ask for an interpreter when you get to court, but it is better to ask ahead of time. Use the [Interpreter Request Form](#):

You can get translated court forms online: [Translated Court Forms](#)

## Mediation

Housing Courts and some District Courts have mediators to help landlords and tenants come to an agreement. Community groups also offer mediation services before you get to court. Mediation is voluntary.

**Before you sign an agreement, read it carefully**  
Be sure that you understand it and can meet its terms. See [Negotiating a Settlement of Your Case \(Booklet 10\)](#).

## Links

list of courts that do not allow cell phones => <http://www.mass.gov/courts/banned-electronics>

Massachusetts Trial Court Forms => <http://www.mass.gov/courts/forms>

Interpreter Request Form => <http://www.mass.gov/service-details/using-interpreters-in-court>

Translated Court Forms => <http://www.mass.gov/courts/translated-forms-info>

## Your Rights in a Rooming House

**Produced by** David Brown and Geoff Ketcham  
**Last updated** May 2017

### What Is a Rooming House?

A rooming house is a business that rents out 4 individual rooms or more in the same building.

They are sometimes called boarding houses, lodging houses, or single room occupancy units (SROs).

Individual renters usually have their own separate room and their own agreement with the landlord. For example, you may stay for just a few days, but another renter may stay for 3 months.

Rooming houses with 4 or more renters at the same time must be licensed.

Some cities and towns have local protections for renters in rooming houses.

### Protect Yourself - Know Your Rights

People who live in rooming houses have legal rights.

Like all other tenants, you have the right to a safe, decent place to live with heat, hot water, and electricity.

If you have lived in a rooming house for one day, one week, or one month, an owner cannot lock you out of your room without permission from a judge.

### Rooming House Landlords Must

Provide one bathroom with a toilet, sink and shower or bathtub for every 8 rooming house renters.

Clean the bathroom every 24 hours if you share a bathroom with other renters.

Provide automatic smoke or heat detectors.

Provide sprinklers, if there are 6 renters or more.

Provide you a room that is at least 80 square feet or 60 square feet per person if you share the room with another person.

Correct unhealthy conditions, like mice, rats, bedbugs, or cockroaches.

Make needed repairs without charge, unless you caused the damage.

Get your permission to enter your room to make repairs – unless it is an emergency.

Give you privacy. The landlord is only allowed to enter your room if you give them permission, if it is an emergency, or if they have a court order.

Not lock you out of your room.

Get a court order to evict you. Important! Even if you get evicted the landlord is not allowed to keep your belongings.

### Cooking Area Rules

The landlord does **not** have to provide a common kitchen area for renters. But if they do, the kitchen must have a sink, stove, oven, storage space, and refrigerator.

Where there are between 6-19 renters, the landlord **may** provide a kitchenette in your room. But your landlord can only provide a kitchenette if your room is 150 square feet or larger. Individual kitchenettes must have:

1. Hot plate.
2. Refrigerator.
3. Sink with hot and cold running water.

If your room connects to another renter's room, the kitchenette must also have a food storage area.

Landlords may provide you with a microwave in your room or common areas.

### Repairs

Your room and the common areas must be safe and

sanitary. If there is a problem, ask your landlord to fix it. A landlord cannot evict you for asking to make a repair. If they try to do that, it is retaliation and illegal.

If you ask the landlord to fix a problem and they refuse, put your request in writing. You can also report the problem to the local Board of Health. They should come inspect the problem and give the landlord a report that orders them to make the repair.

If the landlord still does not fix the problem, you have other options that are more complicated and depend on the length of time you have lived there.

## Evictions

If you have lived at the rooming house for **30 days or less**, the landlord may file an eviction case against you without any notice.

If you have lived there more than **30 days**, the landlord must give you a **7-day** eviction notice if they want to evict you.

If you have lived there **3 months** or more, the type

of eviction notice depends on the reason for the eviction:

- **7-day Notice** for damaging property or causing a nuisance.
- **14-day Notice** if you owe rent.
- **30-day Notice** for any other or no reason.

If a judge makes an order to evict you:

- You may ask the court for a reasonable accommodation to stay if you have a disability that relates to the eviction.
- You may ask the court for more time so you can find another place to live.
- You may appeal the court's decision.

## Department of Mental Health Housing

If you are in a Department of Mental Health (DMH) program, you have extra legal protections against eviction. You have the right to a hearing. It may be in court or at the DMH. DMH must make sure you have another place to live before you are evicted.

## Mobile Homes

**Produced by** Peter Benjamin  
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### Renting a Site

Before you rent a site, the park owner must give you the following information both in writing and by telling you:

- Total rent.
- Extra fees, like charges for fuel or services or a local mobile home tax.
- Names and addresses of the park owners.
- Any proposed or recent changes, like plans to close or sell the park.
- A paper called "Important Notice Required by Law," that has information about your rights.

If you meet a park's rules and you can afford the rent the owner must rent to you.

If you are a new tenant, the owner must offer you a 5-year lease at fair market rent.

They may also charge a security deposit and last month's rent. See [Security Deposits and Last Month's Rent](#).

### Park Rules

Many of your rights as a park tenant are based on your park's rules.

While the park owner makes the park's rules, all rules must follow state regulations.

The new rules are only legal if the owner submits them to the Attorney General's (AG) office and the Department of Housing and Community Development (DHCD):

- At least 75 days before new rules go into effect, the owner must post them and give them to any tenant association.
- At least 60 days before they go into effect, the owner must submit to the AG and DHCD.
- At least 30 days before the new rules go into effect, the owner must give them to each

tenant with proof that the AG and DHCD received the proposed rules.

If you believe a rule change is unfair, submit your comments to the AG as soon as possible within the 60-day review period.

### Protect Yourself - Park Conditions

You have the right to decent park conditions. The owner is responsible for:

- Park roadways and common areas like lawns and shared buildings.
- Collection of tenants' garbage.
- Gas, electric, water, and sewer lines and utility hook-ups.

You are responsible for keeping your mobile home and site in good condition and free of garbage and rubbish. If your owner refuses to fix a problem, ask the Board of Health to inspect.

### Rent

#### Local Mobile Home Rent Control

If the park is rent-controlled, the park owner must get approval from the local rent control agency before increasing rents. Rent control rules are available at town hall. As of 2017, there is mobile home rent control in:

Belchertown	Bernardston	Boston
Brookfield	Cheshire	Chicopee
Dalton	Merrimac	Ludlow
Middleboro	North Adams	North Reading
Orange	Palmer	Peabody
Pittsfield	Raynham	Rockland
Salisbury	Springfield	Wales
Warren	West Bridgewater	

#### No Local Rent Control

If there is no mobile home rent control where you live, the park owner can charge any rent they want. A park owner may increase your rent, but only if:

- All other park tenants get the same rent increase, and the park owner sends park tenants a rent increase notice that says that

the tenancy ends in 30 days, and what the new rent amount will be.

The rent increase is **illegal** if:

- The park owner does not give you correct written notice, or
- The rent increase is based on a park rule that is unreasonable or unfair.

### Illegal Rent Increase

If a rent increase is **illegal**, call the Attorney General's Consumer Complaint Division for help (617) 727-8400.

### Eviction

A park owner can only evict you from a mobile home park if:

- You do not pay rent.
- You break a park rule.
- You break a law or rule that protects the health or safety of other tenants.
- The mobile home park is going to close. If the park closes, the owner must give you at least 2 years notice.

Then the owner must follow strict rules:

1. They must send you a "Notice of Termination" by certified or registered mail at **least 30 days** before the date they want you to move out.
2. The notice must tell you the reason they want you to move and give you 15 days to cure or fix the problem.
3. After giving you the correct notice they must get a court order.

A mobile park owner **cannot** evict you if they do not get a court order.

### Park Closings

If a park owner wants to close the park, they must give you at least **2 years** notice. If you move in during that 2-year period, they must tell you before you rent.

If at least half the tenants form a tenant association you have the "right of first refusal." The park owner must offer to sell the park to your group before selling to anyone else.

## Is Your Apartment Becoming a Condo?

**Produced by** Mac McCreight  
**Last updated** May 2017

If your landlord wants to convert your apartment to a condominium (condo), and your building has more than 3 apartments, you have rights under state law.

Some towns and cities also have local condo laws that give you more rights.

### Protect Yourself - Local Condo Rights

Some towns and cities have local condo laws that give you **more** rights such as:

- In Lexington, tenants with school-age children, or family, health or financial problems, may qualify for 5 years notice before they have to move out.
- In Boston, condo owners are **never** allowed to evict tenants if they do not have a valid legal reason.
- In New Bedford, condo owners must send notice in different languages.

Communities with local condo laws are:

Abington	Lexington
Acton	Malden
Amherst	Marlborough
Boston	New Bedford
Brookline	Newburyport
Cambridge	Newton
Haverhill	Somerville

Ask your Town/City Hall for a copy of the local condo laws.

### The Right to Notice

Your landlord must give you written notice of plans to convert your apartment to a condo. She must send the notice by certified mail or hand-deliver it to you. The notice must include a statement of your

rights.

Your landlord must send the notice to you **at least 1 year** before the date she wants you to move out.

If you have a limited income, are 60 years or older, or have a disability, the landlord must give you notice **at least 2 years** before the date she wants you to move out.

Some cities and towns require at least 3-5 years notice.

The move-out date on the notice must not be sooner than the end date in your written lease.

You do not have to move out automatically by the move-out date. If your landlord wants you out, she must file an eviction case in court. If a judge gives your landlord permission to evict you, you will have to move out. But the court may give you more time to find another place to live.

### Right to Buy

When your landlord gives you notice of a condo conversion, she must also give you the first chance to buy your apartment. This is called the "right of first refusal."

With the notice of conversion, the landlord must include a "Purchase & Sale Agreement" that lists the asking price of your apartment. She cannot advertise the sale for 90 days.

If you want to buy your apartment, you have 90 days to negotiate with the landlord.

After 90 days, the landlord can sell it to someone else. The new owner will be your landlord.

### Finding a New Place

Your landlord must help you find a new apartment, if you do not want to buy your apartment or you cannot afford to buy it **and** you are elderly, have a disability, or have a low income. The new apartment must be in the same town. And the rent and condition must be similar to your current apartment. If your landlord does not find you a new apartment, you have the right to stay 2 years past the move-out date on the notice.

## Protection from Rent Increases

Landlords may not increase the rent by a large amount to make you leave before the move-out date.

If you have a lease, your landlord **can** only increase your rent before the lease ends if it has a Tax Escalator clause and property taxes go up.

If your lease ends **before** the move-out date **or** you do not have a lease, your landlord can increase your rent.

The rent increase cannot be more than 10% of your current rent, or the change in the Consumer Price Index since last year, whichever is less. So, if the Consumer Price Index went up 0.8%, your rent could go up by no more than 0.8%.

## Moving Expenses

If you move out voluntarily before the date on the notice, and you are up-to-date with your rent, the landlord must pay your moving expenses. Give the

landlord advance notice of the date you are moving. Keep all receipts of your moving expenses.

They must pay up to \$750 in moving benefits or up to \$1,000 if you are elderly, disabled, or have a low income.

Some cities and towns have higher moving benefits. In Boston, landlords must pay up to \$6,000 for all tenants and \$10,000 for elderly, disabled, or lower income tenants.

## After the Conversion

If you do not buy the condo, but you rent it after it becomes a condo, you are a tenant. If you rent a condo, the condo owner must notify you, in writing, of the name and phone number of the person responsible for repairs.

You may find it harder to get repairs in common areas done because the condo association may have to approve the repairs.

## Tenants and Foreclosure

**Produced by** Mariah Jennings-Rampsi  
**Last updated** May 2017

### What Is a Foreclosure?

Foreclosure is when a bank or other lender sells property because the owner did not repay the loan. The bank usually holds an auction, and the highest bidder becomes the new owner.

### Before a Foreclosure

If you think your apartment is in a property that may be foreclosed, protect yourself right away:

- Keep paying your rent.
- Find or get proof that you paid a security deposit.
- Keep all notices, proof of rent payment, and all communication between you and the owner in a safe place.
- If you think you may be able to buy your apartment, take a course for first-time homebuyers.

### Protect Yourself - You Are a **Bona Fide Tenant** If

You moved into your apartment before the foreclosure.

Your rental agreement was not based on a personal relationship with the old owner.

You are not the old owner's spouse, parent or child.

### After a Foreclosure

Your options after a foreclosure depend on your rental agreement with the old owner and what the new owner wants. You may be able to:

**Stay and continue renting.** Most tenants in Massachusetts have the right to stay and keep renting after a foreclosure. If you have a Section 8 or other subsidy, you can stay and pay the same amount of rent after a foreclosure. **Be careful!** If

someone other than a bank asks you for rent, ask for proof that they own or manage your building.

**Stay until you get evicted.** A new owner may try to evict you quickly to sell the property or rent to someone else. You only need to move out if a court orders you to leave. If you are a Section 8 tenant, tenant at will, or a **Bona Fide Tenant** the new owner can usually only evict you for "just cause."

**Take "cash for keys."** The new owner may offer you money and a written agreement to leave by a certain date. If you get this offer, read the agreement carefully. It may ask you to give up your security deposit, your right to sue, or other things. You do not have to accept the offer. You can negotiate a better agreement that gives you more money and time to move. Or you can fight an eviction. Only a court can order you to leave.

**Buy the property.** Buying the property may not be easy. But if it is a good price and you can afford it, first-time homebuyer programs and other non-profit loan programs can help.

### After Foreclosure

#### Repairs

All tenants have the right to a safe, decent place to live. The new owner **must** fix any bad conditions, make repairs, and cannot cut off your utilities.

#### Utilities

If the old owner paid for your utilities, the new owner must also pay for the same utilities. If a bank is the new owner, it has to pay for utilities.

#### Security Deposits

If you paid a security deposit to the old owner you should not lose it. The new owner should credit you for the amount you paid and pay interest on your deposit.

#### Lockouts

The new owner may **not** lock you out. They are only allowed to enter your apartment if you give them permission, if it is an emergency, or if they have a court order.

#### Section 8 Rent Increases

If you have a Section 8 voucher or other subsidy, the new owner may **not** increase your rent. Keep paying the same rent as before. And tell your housing program about the foreclosure.

## Avoid Eviction

**Pay rent.** Pay the old owner until the foreclosure. After the foreclosure, pay rent to the new owner. If you do not know where to pay rent, put your rent in a savings account.

**Find out who the new owner is.** The new owner should send tenants a notice that tells them the new owner's name, how to contact the new owner, and where to send the rent. If you do not get a notice, look for one posted in the common area of your building.

## Facing an Eviction

If the new owner tries to evict you, you must receive a Notice to Quit. This notice asks you to leave in a certain number of days. You do **not** have to leave by the date on this Notice.

If you stay past the date in the Notice, the new owner must serve you with a Summary Process

Summons and Complaint that tells you there will be a court hearing on the eviction.

File an "Answer" in the court as soon as you get the Complaint. Your Answer tells the court your side of the story. It is very important to file an Answer.

If you are a Section 8 tenant, tenant at will, or a "Bona Fide Tenant" you can usually only be evicted for "just cause."

Foreclosure evictions are complicated. [Get legal help](#) if you can.

## What Is "Just Cause"

An owner has just cause to evict you if you:

- Refuse to allow them to inspect, repair, or show property to potential buyers.
- Create a nuisance at the property.
- Use the property for an illegal purpose.
- Refuse to renew your lease.
- Do not pay rent.
- Do not follow your lease.