**Housing Code Checklist**

**Conditions that may endanger or materially impair your health and safety**

Under state sanitary code, the following violations are considered conditions that may “materially endanger” the health and safety of you and your family. If you or he local board of health has notified the landlord of these violations and these issues are not addressed, you may legally withhold all or a portion of your rent.

* No heat
* No electricity or gas
* No or inadequate electrical facilities or lighting in common areas
* No safe water supply
* No working toilet or sewage disposal system
* Inadequate exits, including the obstruction of any exit, passageway or common area through which you exit in emergencies.
* Accumulation of garbage or filth that may provide food or shelter for rodents, insects or other pests; or that may contribute to accidents or disease.
* Presence of lead paint accessible to children under the age of six.
* Roof, foundation or other structural defects that may expose the occupant to fire, burns, shock, accident or others.
* Improperly installed or maintained electrical, plumbing, heating or gas burning facilities that expose the occupant to fire, burns, shock, accident or other dangers.
* No or insufficient hot or cold water, including quantity, pressure and temperature for a period of 24 hours or longer.
* No smoke detector
* Any defect in asbestos that may result in the release of dust.
* Any other violation of the sanitary code that the inspector finds to be a danger to health and safety.

*Source: ABCD/Houseman*

**Conditions that must be fixed within 5 days**

If any of the following violations exist in your unit, hey must be fixed within 5 days after the landlord is notified of them. If your landlord does not fix them, they become conditions that “materially endanger” your health and safety and you may withhold all or a portion of your rent.

* Kitchen sink, oven or stove not in good working condition
* Sink, tub or shower in bathroom not in good working condition
* No or unsafe handrails or protective railings on porches, roofs, stairwells or other similar places.
* Any defect in electrical, plumbing or heating system that violates “generally accepted standards” but does not create an immediate hazard.
* Cockroach, insect or rodent infestation
* Improper venting of space or water heater

**Conditions that must be fixed within 30 days**

Your landlord must repair or provide the items and services listed below within 30 days of being notified that there is a problem. If these problems are not fixed, they become conditions that “materially endanger” the health and safety of you and your family and you may withhold all or a portion of your rent.

* Sink must be large enough to wash dishes, get hot and cold water and have proper drainage.
* A stove and oven must be provided in good working order (unless written agreement requires tenant to provide these)
* All sinks, owner installed refrigerators, stoves and gas/oil burning equipment must be in good working order
* At least one working light fixture and one wall outlet must be provided
* Floors must be smooth, non corrosive and waterproof

**Bathrooms**

* Once toilet, free from defects must be provided
* One wash basin, free from defects must be provided
* One shower bathtub, free from defects must be provided
* One electric fixture, in good repair must be provided
* Adequate ventilation, must be provided
* Floors and walls, to height of ‘ must be constructed of nonabsorbent, easily cleanable material

**Water**

* There must be enough water, with adequate pressure to meet your needs
* There must be enough hot water, with adequate pressure to meet your needs
* The water heater must be vented to a chimney or duct leading outdoors
* The toilet, wash basin, kitchen sink, shower and/or bathtub must be properly connected to a drain line.

*Source: ABCD/Houseman*

**Heat**

From 9/16 through 6/14 the landlord must provide facilities to heat every room (including bathrooms) to at least:

* 68 degrees F between 7am-11pm
* 64 degrees F between 11pm-7am
* Heating equipment must be maintained good working order
* Space heaters must be adequately vented to a chimney or outdoor duct (unless the heater is electric)
* Landlord must provide and pay for heat unless there is written agreement requiring tenants to pay for heat.

**Ventilation & Light**

* Every room must have either windows, skylights, floors or transom in the exterior wall or roof that can be easily opened to measure a minimum area of 4% of the floor area of hat room or adequate ventilation systems.
* Each room (except a kitchen smaller than 70 sq feet, or a bathroom) must have transparent or translucent glass that admits light from the outdoors. Glass obstructed by an outside structure less than 3 feet away does not count toward meeting that requirement.
* In a larger building (10+ units) there must be an emergency lighting system in the halls and at the exits.

**Electricity & Wiring**

* The landlord must provide and pay for electricity and gas unless the tenant’s apartment is individually metered and there is written agreement requiring the tenant to pay.
* Electrical service must provide sufficient amperage to meet the reasonable needs of the occupant.
* For each room other than the kitchen and bathroom, either two separate electrical outlets or one electric light fixture and one wall outlet must be provided.

**Electric light fixtures must be located so that light will be available for the safe and reasonable use of**:

* Laundry rooms
* Pantry
* Hallways, stairways, foyer or community corridor
* Closet or storage space
* Cellar
* Porch
* Exterior stairway

*Source: ABCD/Houseman*

**Sufficient lighting must be provided in all parts of the house, including**:

* Interior passageways
* Hallways
* Stairways
* Wiring must not pass under rugs or through doorways
* Temporary wiring may not be used
* Buildings with 10+ units must have an auxiliary emergency lighting system independent of the conventional system

**Safety**

* There must be at least two exits from each unit
* Exits for more than one unit must be kept free of obstruction
* All exits shall be safe, operable and kept free of ice and snow
* Fire extinguishers must be properly located as required by the fire department
* There must be locks on all exterior window and entry doors

**Buildings with 3+ units**

* A main front door that closes and locks automatically
* Locks on all other entry doors in common areas
* Buildings over 70+ feet must have an automatic sprinkler system
* Landlords must maintain all pipes, oil and gas burning equipment so that it is free from leaks, obstructions or any other defects
* Buildings with 0+ units must have lighted signs indicating primary & secondary means of egress

**Maintenance: Structural**

* The landlord must maintain the building in “good repair”
* Foundations must be weather tight, insect proof and rodent proof
* Floors must be free of holes, cracks, loose mortar or other defects
* Interior walls & ceilings must be free of holes, cracks, loose plaster and must be cleanable and weather tight
* Doors and windows must be weather tight
* Roof must be free from holes, cracks and must be weather tight
* Chimneys and other structural elements must be in good repair
* Staircases must be stable with the handrail or banister if the stairs rise 30” or higher
* Handrails must be at least 3’ high and are required on every porch, balcony or roof above 30” above the ground and used by tenants

*Source: ABCD/Houseman*

**General Maintenance**

* Unit must be kept weather tight and in good repair
* An absentee landlord must (unless a manager/agent lives in the building) keep a sign in the building giving the name, address and phone number of the landlord or his/her agent
* Landlords may not turn off or interfere with the tenants water, hot water, heat, lights, gas or telephone service
* In buildings with 3+ units, there must be one mailbox for each unit and must be kept locked and maintained in good repair
* Screens are required on all doors and windows that open to the outside
* Exterior stairways must be kept free of ice and snow

**The following appliances must be maintained so that they are free of leaks, obstructions and other defects**

* Water heating facilities, gas pipes, gas burning equipment and water pipes
* Landlord installed dishwashers, clothes washing machines
* Catch basins, vents and other similar fixtures
* There must be working connections to the water, sewer and gas lines

**Rats & Rodents**

* No rats or roaches or other insects are allowed in the building. The landlord must exterminate them when they are found in common areas or individual units

**Garbage**

* In buildings with 3+ units the landlord must provide enough watertight garbage containers with tightly fitting covers to contain the accumulation of garbage before collection

**Lead Paint**

* No lead paint may be inside apartments
* Existing lead paint must be removed or covered by the landlord if you have children under 6. This must be done up to a height of 5 feet from the floor level. Repainting with non lead paint is not sufficient

*Source: ABCD/Houseman*