**Frequently Asked Questions by Property Owners**

**Payments**

**Why were my HAP payments suspended?**

I know that I have some outstanding issues with inspections, but you didn’t have to stop my rent! We are mandated by [HUD](http://portal.hud.gov/hudportal/HUD) to not pay for units that fail to meet our basic compliance requirements during the inspection process. We give property owners an initial 30 days to make. We may suspend HAP payments until the unit is brought into compliance. Failure to bring the unit into compliance after this point will result in the unit’s termination from the Section 8 program.

**Apartment Listings**

**Will CTI help me to market my property?**

CTI provides [a free listing service](http://mbhp.wpengine.com/?post_type=content&p=150&a=1525&cl=ab916a) to landlords, allowing them to market their properties through our website. Get started [listing an apartment](http://mbhp.wpengine.com/?post_type=property&p=148&cl=ab916a). If you need assistance, please contact Avi Glaser at 978.654.5802 or email [aglaser@commteam.org](mailto:aglaser@commteam.org).

**Tenant Behavior/Evictions**

**I would like to evict my tenant. Where do I start?**

CTI is committed to a preserving tenancies when possible, and providing resources to both property owners and tenants when relocation is necessary. Mediation services are available in select communities through Just-A-Start Corporation (see [Property Owner Resources](http://mbhp.wpengine.com/?post_type=content&p=151&a=736&cl=24528f)). In addition, our [Housing Consumer Education Center](http://mbhp.wpengine.com/?post_type=content&p=4744&cl=c1d1e6) is free, open to the public, and offers case management and referral services to both tenants and property owners. CTI also presents informative [workshops for property owners](http://mbhp.wpengine.com/?post_type=content&p=4911&a=157&cl=ebc893) throughout the year on topics such as Section 8 regulations, Fair Housing and landlord/tenant law. Taking advantage of these free sessions will allow you to stay informed and make informed decisions regarding your rental property.

Should you need additional information on the eviction process information is available on the following websites:

<http://www.lawlib.state.ma.us/subject/about/landlord.html>

<http://www.mass.gov/courts/courtsandjudges/courts/housingcourt/index.html>

**What steps should I take if I think my tenant is selling drugs?**

If you have reason to believe that your tenant is selling or manufacturing controlled substances, you have a duty under Massachusetts law to bring the information to the attention of your [local police department](http://www.mass.gov/eopss/crime-prev-personal-sfty/report-emergency/lpd-contact/). Please also notify CTI as soon as possible — tenants can lose their subsidies for this reason. If your tenant is in fact selling or manufacturing drugs, you also have an obligation to protect the “quiet enjoyment” and safety of all other tenants by taking action to evict that individual. If you can demonstrate in court that the sale or manufacture of drugs is taking place on your premises, you may be able to engage in an expedited eviction process based on Chapter 139, Section 19 of the Massachusetts General Laws. Call our [Resource Center](http://mbhp.wpengine.com/?post_type=content&p=4744&cl=c1d1e6)at 978.459.0551 or consult an attorney for more details on how to do this.

**Where can I obtain assistance and/or information if a tenant has destroyed or damaged a unit?**

Tenants are responsible for the costs of repairing any damage beyond normal wear and tear that they have done to a rental unit. Include copies of receipts for any repairs that were made (and/or estimates for any repairs that have yet to be completed) with the bill that you submit to the tenant. It is generally not good policy to allow the tenant to make the repairs.

If you are evicting the tenant, be sure to ask to be reimbursed for tenant damage as part of the eviction process. If the tenant has vacated the rental unit, you may deduct the cost of the repairs from the security deposit.

You may also choose court action to recover damages from your tenant. If the amount that the tenant owes you is less than $5,000, you can bring action in small claims court. Small claims court is user-friendly, and you do not need an attorney to bring action in it. If your damages exceed $5,000, you should seek the counsel of an attorney to help you press your claim in court. For more information contact your local courthouse.

**As a new landlord, where can I find information on rules and regulations?**

There are many sources of information that are available to you. First and foremost is our [Housing Consumer Education Center](http://mbhp.wpengine.com/?post_type=content&p=746&a=124&cl=c1d1e6), which can often provide answers to your questions.

We also offer landlord counseling at two CTI office locations (Lowell and Wakefield). Enroll in landlord counseling at [www.commteam.org](http://www.commteam.org). If you would prefer to attend workshops in a different vicinity, check with [Regional Housing Network](http://www.massrha.com/) or [Massachusetts Rental Housing Association](http://www.massrha.com/). Both websites contain additional information that will also be of interest to you.

Search the [Massachusetts General Laws](https://malegislature.gov/Laws/GeneralLaws/Search) having to do with rental property management. Information about Fair Housing laws can be found at the [Massachusetts Commission Against Discrimination](http://mbhp.wpengine.com/wp-admin/www.mass.gov/mcad/) or from the HUD-funded [Fair Housing Initiatives Program](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/partners/FHIP/fhip) located in your area.

Information about how to comply with the state’s lead poisoning regulations can be obtained from the [Childhood Lead Poisoning Prevention Program](http://mbhp.wpengine.com/wp-admin/www.mass.gov/dph/clppp) website.

“Property Management for Massachusetts Rental Owners” is a manual on Massachusetts property management practices that includes sample forms, both in hard copy and on a CD. It can be purchased through  [www.haphousing.org](http://www.haphousing.org/default/index.cfm).

And you may often find that checking with an attorney who is familiar with rental housing law is money that is well spent.

**How can I get a rent increase?**

If you have a tenant at-will, you can increase your rent whenever you want, as long as you give proper notice to the tenant. Because you are terminating the “old” tenancy and replacing it with a new tenancy at a higher monthly rent, notice must be given directly to the tenant in writing at least 60 days or one full rental period (whichever is greater) before the day on which the rent is due. The tenant may either accept your offer and agree to the new tenancy or refuse your offer and continue to pay rent at the old rate. In the latter case, you would then have the option of evicting the tenant for possession.

If your tenant has a lease, you cannot increase the rent until after the lease has expired. The only exceptions to this are when your lease contains either a “tax escalator clause” that allows you to pass a percentage of a property tax increase on to your tenant, or a “fuel escalator clause” that allows you to pass increases in fuel costs on to tenants for whom you are paying heating bills. The tax escalator clause must also include language stating that a pro-rated portion of any tax abatement will be rebated to the tenant (less attorney’s fees).

**Important notice for property owners renting to tenants with Section 8 vouchers**: In April 2016, the Massachusetts Department of Housing and Community Development clarified the policy for requesting rent increases. Property owners using the Section 8 Model Dwelling Lease must submit a written request for an increase at least 60 days (two calendar months) prior to the Lease Renewal date on which the increase will take effect. Requests must be submitted in writing to the appropriate CTI Program Representative and to the tenant. An increase will be approved ONLY for the lease renewal date. The increase will not take effect until at least two full calendar months have passed since the date the request was received by CTI, and will not take effect until the lease renewal date. For example, if an increase request was received by CTI in January, and the lease renews April 1, the increase would not take effect until April 1. If the request for an increase is received in March, and the lease renews April 1, the increase could not take effect until April 1 of the following year, since the request has to be submitted at least 60 days prior to the lease renewal date. Rent increases will not be approved until any failed items identified by the most recent HQS inspection have been corrected. [Click here for more information](http://mbhp.wpengine.com/wp-content/uploads/2016/06/Rent-Increase-Policy-FAQs.pdf)

**What am I obligated to do with a security deposit?**

When the tenant moves in, you are allowed to collect a security deposit in an amount not exceeding that of the first month’s rent. In order to avoid the possibility of penalties, you must take the following actions when you collect a security deposit from your tenant:

1. Give your tenant a receipt when you receive the security deposit.
2. Within 10 days of when your tenant moves in (or 10 days when you receive the security deposit), you must give the tenant a “Statement of Condition of Premises,” wherein the tenant has 15 days to return a signed copy of this document to you.
3. Within 30 days of receipt of the tenant’s security deposit, you must place it in a special interest-bearing escrow account in a Massachusetts bank. You must provide the tenant with a written statement that gives the number of the escrow account, the amount of the security deposit, and the name and address of the bank.
4. You are required annually to pay your tenant whatever interest has accumulated on the escrow account over the preceding year. But if the tenant moves out before the end of the first year, you have the right to retain any interest earned on the security deposit.
5. Finally, you must return the security deposit – less any damages (other than normal wear and tear) caused by the tenant and/or any rent still owed to you – together with any interest still owed to the tenant no later than 30 days after the tenant moves out. You must also provide the tenant with a special form that details the disposition of the security deposit and any monies owed to you. Include receipts or estimates for all work done to repair damages caused by the tenant.

**What can I do if I have a vacant unit? How do I screen potential tenants?**

Tenant selection must always be conducted in compliance with Fair Housing laws. It is illegal to discriminate against someone because he or she falls into a “protected category.” The key to complying with the Fair Housing laws is to treat every applicant uniformly and fairly, judging each individual on his or her merits. To learn more about state and federal fair housing laws, contact our [Housing Consumer Education Center](http://mbhp.wpengine.com/?post_type=content&p=4744&cl=c1d1e6) at 978.459.0551**,** the [Northeast](http://www.bostonfairhousing.org/) Legal Services, or the[Fair Housing Initiatives Program](http://www.hud.gov/offices/fheo/partners/FHIP/FY2003FHIP.cfm) in your area.

**Where can I obtain information on how to list a vacant unit?**

At minimum you should place an ad describing the rental unit in your area newspaper. Most newspapers divide rental listings according to the municipality or neighborhood in which the property is located. Be sure to stress the advantages of the unit and to specify the total number of rooms in the unit, the number of bedrooms, the rent you are asking for, whether utilities are included, and how to contact you. You may also want to place a notice in area locations such as laundromats and convenience stores. Most local colleges and many housing authorities and nonprofits also maintain lists of available rental units. If an owner or property manager is usually available on the premises, you may also wish to post a for-rent sign in front of the property.

You can also list your vacancies with CTI’s [free online apartment listing service](http://mbhp.wpengine.com/?post_type=property&p=148). [Read more](http://mbhp.wpengine.com/?post_type=content&p=150&a=1525&cl=ab916a)

**Where can I get help to de-lead an apartment?**

De-leading may only be performed by someone who is authorized to do so. Under state law, there are three levels of de-leading activities. A rental property owner or his employee can be authorized to undertake certain “low-risk” de-leading activities by the Childhood Lead Poisoning Prevention Program (CLPPP).

Similarly, a rental owner or his or her employee may perform certain “moderate risk” de-leading activities on his or her rental unit after first completing a one-day workshop offered at various locations around the state. (A list can be found at [www.mass.gov/dph/clppp.](http://www.mass.gov/eohhs/gov/departments/dph/programs/environmental-health/exposure-topics/lead/)) “High-risk” de-leading activities can only be performed by a professional deleader.

The “Get the Lead Out” program provides low-cost loans to investor-owners or to low- or moderate-income owner-occupants for the purpose of deleading rental units in one- to four-unit properties. For more details on this program, visit the [MassHousing](https://www.masshousing.com/portal/server.pt/community/home_owner_loans/228/get_the_lead_out) website. Funding may sometimes also be available for de-leading properties of more than four units. Check with your local community development office or area nonprofit for details (a list of nonprofits can be found at [www.masshousinginfo.org/mnpha](http://www.masshousinginfo.org/mnpha/)).

Upon completion of de-leading activities, you can take a tax credit on your state income taxes equal to the actual cost of de-leading up to a maximum of $1,500 per unit for each unit you de-lead.