**Overview of Landlord-Tenant Laws in Massachusetts**

**Find out key laws every Massachusetts landlord and tenant needs to know**

Both landlords and tenants should be able to deal with many legal questions and problems without a lawyer, once they understand the basics of state law. This overview of key landlord-tenant laws in Massachusetts will get you started.

**Required Landlord Disclosures in Massachusetts** Under Massachusetts law, landlords must disclose specific information to tenants (usually in the lease or rental agreement), such as a move-in checklist (if the landlord collected a security deposit) and the identity of anyone authorized to act on the landlord’s behalf.

* **Move-in checklist.** Landlord must provide tenant with a move in checklist if the landlord collects a security deposit. (186 Mass. Gen. Laws § 15B(2)(c))
* **Insurance.**Upon tenant’s request and within 15 days, landlord must furnish the name of the company insuring the property against loss or damage by fire and the amount of insurance provided by each such company and the name of any person who would receive payment for a loss covered by such insurance. (186 Mass. Gen. Laws § 21)
* **Security deposit.** At the time of receiving a security deposit, landlord must furnish a receipt indicating the amount of the deposit; the name of the person receiving it, and, if received by a property manager, the name of the lessor for whom the security deposit is received; the date on which it is received; and a description of the premises leased or rented. The receipt must be signed by the person receiving the security deposit.  Within 30 days of receiving security deposit, landlord must disclose the name and location of the bank in which the security deposit has been deposited, and the amount and account number of the deposit. (Mass. Gen. Laws Ann. ch. 186, § 15B)

*Source: By Marcia Stewart, www/nolo.com*

**Massachusetts Security Deposit Limit and Return** Massachusetts state law limits how much a landlord can charge for a security deposit (one month’s rent), when it must be returned (within 30 days after a tenant moves), and sets other restrictions on deposits.

* Massachusetts landlord-tenant law allows landlords to charge tenants the equivalent of one month's rent for the security deposit.
* Under Massachusetts law, a landlord must return the tenant's security deposit within 30 days after the tenant has surrendered the rental property to the landlord (that is, returned the keys and vacated the property).
* Landlords in Massachusetts must, at the time of receiving the security deposit, provide the tenant with a receipt indicating the amount of the deposit; the name of the person receiving it, and, if received by a property manager, the name of the lessor for whom the security deposit is received; the date on which the deposit is received; and a description of the premises leased or rented.
* Within 30 days of receiving the security deposit, the landlord must disclose the name and location of the bank in which the deposit has been deposited, and the amount and account number of the deposit.
* Landlords in Massachusetts must also pay tenants 5% interest on the security deposit per year, or the amount of interest paid by the bank (the bank must be in Massachusetts). Interest should be paid yearly, and within 30 days of the termination date. Interest will not accrue for the last month for which rent was paid.

**Small Claims Lawsuits in Massachusetts**

Tenants can sue landlords in small claims court for the return of their deposit, up to a dollar amount of $7,000.

Massachusetts, landlords have 30 days to itemize and return your deposit. The itemization should be in writing and state how the deposit has been applied toward back rent and costs of cleaning and damage repair, together with whatever is left of the deposit.

Typically, landlords may use deposits to cover the following things:

* Unpaid rent—for example if you vacate a Tenant at Will tenancy without giving 30 days notice. If you have a lease, proper procedures outlined in your lease agreement, so there’s no confusion as to any rent-related deductions your landlord may take.
* Unpaid utility charges or other lease or rental agreement financial obligations.
* Repairing damage that you, a guest, or pet caused to the premises, except for "[ordinary wear and tear](http://www.nolo.com/legal-encyclopedia/chart-cleaning-repairs-landlord-deduct-29017.html)."
* Cleaning the premises to the level of cleanliness that existed at the start of the tenancy, if necessary, when you leave. Save yourself a deduction from your security deposit and leave the unit in as clean if not better condition than when you moved in. Your landlord should not deduct cleaning costs from your deposit if you have paid a separate, nonrefundable cleaning fee.
* Payment for undoing changes you made to the property—for example, to pay for the removal of hardware you left on the wall where your flat screen TV was installed or having to remove personal items or furniture that you have left behind in the unit.

*Source: By Marcia Stewart, www/nolo.com*

**Massachusetts Late Fees and Other Rent Rules**

State law regulates several rent-related issues, including late fees, the amount of notice (at least 30 days or the interval between days of payment in Massachusetts) landlords must give tenants to raise the rent, and how much time (14 days in Massachusetts) a tenant has to pay rent or move before a landlord can file for eviction.

**Tenant Rights to Withhold Rent in Massachusetts**

Tenants may withhold rent or exercise the right to “repair and deduct” if a landlord fails to take care of important repairs, such as a broken heater. Massachusetts tenants are legally entitled to rental property that meets basic structural, health, and safety standards and is in good repair. If a landlord fails to take care of important maintenance, such as a leaky roof or a broken heater, you have several important legal rights, including:

* the right to withhold rent until repairs are made, and
* the right to “repair and deduct”—that is, to  hire a repairperson to fix a serious defect that makes a unit unfit (or buy a replacement part or item and do it yourself) and deduct the cost from your rent.

**What Justifies Tenants Paying Less Rent in Massachusetts**

Before you can withhold rent or use the repair and deduct remedy, make sure that the circumstances justify you paying less rent and that you comply with state legal requirements on things like notice you must provide your landlord.

* the type of repair and habitability problems that qualify for rent withholding or repair-and-deduct
* the type of notice you must give the landlord and the amount of time the landlord has to fix the problem before you can withhold rent or use the repair and deduct remedy
* the limit on how much rent you may withhold or deduct  and how often you can use a particular remedy
* your protection from [landlord retaliation](http://www.nolo.com/legal-encyclopedia/free-books/renters-rights-book/chapter11-1.html), such as a termination notice or a rent increase, for exercising your legal right to pay less rent because of a habitability problem, and
* any other conditions that apply before you can withhold or deduct rent, such as a requirement that you pay rent into an escrow account.

**Massachusetts Termination and Eviction Rules**

State laws specify when and how a landlord may terminate a tenancy. For example, a landlord may give a Massachusetts tenant at will who has received a second notice to pay rent or quit within 12 months an unconditional quit notice that gives the tenant 14 days to move out before the landlord can file for eviction.

*Source: By Marcia Stewart, www/nolo.com*

**Landlord Access to Rental Property**

Landlords are allowed access to your unit under the following conditions: with your permission, anytime there is a genuine emergency, to make needed repairs/improvements, to show property to prospective new tenants/purchasers, if the landlord believes you have abandoned the property. 24-48 hours notice to entry is generally acceptable.

**Tenant Protection Against Retaliation**

It is illegal for a landlord to retaliate against a tenant in Massachusetts who has exercised a legal right, including:

* complaining to the landlord about unsafe or illegal living conditions
* complaining to a government agency, such as a building or health inspector, about unsafe or illegal living conditions
* assembling and presenting your views collectively—for example, by joining or organizing a tenant union, or
* exercising a legal right allowed by your state or local law, such as withholding the rent for an uninhabitable unit.

**Types of Retaliation That Are Against State Law**

Massachusetts law applies when a retaliatory eviction follows a court case or administrative hearing concerning the tenant’s underlying complaint, membership in a tenant organization, or exercise of a legal right. In this situation, a tenant may claim the benefit of the anti-retaliation presumption only if the eviction falls within six months of the final determination of the court case or administrative hearing.

*Source: By Marcia Stewart, www/nolo.com*