

When You Move Out

Tenants' Rights in Massachusetts

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 **Chapter 8: 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 go to:

mass.gov/courts/selfhelp/small-claims

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.

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