

Rent

Tenants' Rights in Massachusetts

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



[MassLegalHelp.org/Rent](https://www.masslegalhelp.org/Rent)

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