

Chapter 5

Rent

Legal Tactics: Tenants' Rights in Massachusetts
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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)

Legal Tactics: Tenants Rights in Massachusetts May 2017

Rent

by **Lauren D. Song**

Italicized words are in the Glossary

This chapter describes common problems for tenants that involve rent and rent increases in private housing. It also explains tenants' rights and ways to deal with these problems.

What Is Rent?

Rent is the amount you agree to pay in exchange for your landlord's promise to provide a safe and decent place for you to live.¹ Whatever amount you and your landlord agree on is the rent for an apartment that is in good condition.²

The law defines what is safe and decent in the state codes, including the State Sanitary Code.³ You and a landlord cannot bargain the Sanitary Code away.⁴ This means it is illegal for a landlord to say that your rent is already "discounted" or "below market" because of unsafe or unrepaired conditions in your apartment.⁵ Your landlord is legally responsible for keeping your apartment in good condition.⁶ This is true for all tenants. For more see **Chapter 8: Getting Repairs Made - Your Right to a Decent Place to Live** and the **Housing Code Checklist (Booklet 2)**.

1. How Much Rent Can a Landlord Charge

Most landlords can demand whatever rent the private market will allow, not what you can afford.⁷ There is currently no legal limit to the amount of rent a landlord can charge in the private unsubsidized housing market in Massachusetts.⁸

In private subsidized housing, public housing, or in a mobile home park covered by a local rent control law, the rent a landlord can charge is controlled, and there are procedures for increasing the amount. For more about:

- **Public Housing**
See the booklet **Rent in Public Housing** at www.MassLegalHelp.org/housing/tenants-rights-in-public-housing
- **Subsidized Housing**
See **Housing Programs** in **Legal Tactics: Finding Public & Subsidized Housing** at www.MassLegalHelp.org/housing/finding-housing-booklets
- **Mobile Homes**
See **Chapter 16: Mobile Homes**.

2. Keep Rent Receipts

It is important to keep a good record of your rent payments. If there is ever a problem and your landlord claims that you did not pay, you will need proof that you paid. Here is how to keep good records:

- **Keep proof of all rent payments in a safe place.** Save all rent receipts, cancelled checks, and copies of money orders with their stubs in a special folder or envelope.
- **Get receipts for your rent payments.** The receipt should state the month and year for which rent was paid. You can make your own receipt for your landlord to sign. For a sample receipt, see **Rent Receipt (Form 2)**.
- **Never give your landlord cash for rent, unless you can get a receipt.** The receipt should show what month rent was paid. See **Rent Receipt (Form 2)**.
- **Pay your rent with a check or money order** and write on the front of the check or money order the month for which rent is

paid. Make a copy of the check or money order, including any receipt stub.

- **For multiple tenants contributing to rent, each should have her own proof of rent paid.** The best practice is for each tenant to pay her portion of the rent directly to the landlord and keep proof of her payment. If there is a dispute later about whether the landlord gave someone permission to be a tenant, each tenant will want proof that she paid rent, and that the landlord accepted her rent.

Paying Rent

1. What If the Rent Is Late

As a tenant, you are obligated to pay only the rent you and your landlord have agreed upon. You must pay the rent in advance, on or before the date you and the landlord agreed rent is due. Often the agreed rent date is the first of the month.

If you are late paying the rent, a landlord may try to charge you a late fee or penalty. It is against the law for landlords to charge late fees in some cases. See below in **Late Fees**.⁹

A landlord may also try to evict you for repeated late payments or for non-payment of rent. Most landlords do not send *eviction* notices if once in a while tenants are several days late with the rent. Even if a landlord sends an eviction notice, you may be able to stop the eviction by paying the rent you owe. See below in **Stopping an Eviction for Non-Payment or Late Payment**.¹⁰

a. Late Fees

Your landlord cannot charge you interest or fees on late rent payments unless your *lease* or written rental agreement specifically gives the landlord the right to charge late fees in what is commonly called a “late payment penalty clause.”¹⁰

If you have a written *lease* or tenancy-at-will agreement, check to see whether it has such a

late payment penalty clause. If you do not have a written *lease* or rental agreement, or there is no late payment penalty clause, you do not have to pay a late fee, even if your rent is late.

Even if your written agreement has a late payment penalty clause, a landlord cannot collect any late payment fee until you are 30 days late with the rent.¹¹ If the late payment penalty clause says that the landlord can collect a late fee before 30 days pass, the clause is illegal, and you should not pay a late fee.¹²

- For late fees in public housing, see the booklet **Rent in Public Housing**, available online at:
www.MassLegalHelp.org/housing/tenants-rights-in-public-housing

b. “Discounts” for Paying on Time

If you have a *lease*, a landlord may try to collect a late fee through what is called a “discount clause.” A discount clause says your agreed rent is a “discount rent” for when you pay rent on time, and you have to pay an extra amount if you are late. **A discount clause is a late payment penalty clause in disguise, and it is illegal in Massachusetts.**¹³ If your lease has a discount clause, you do not have to pay the extra amount, even if your rent payment is late. Pay only the rent you agreed to pay. If your landlord demands extra money based on a discount clause, tell your landlord (in writing) that the discount clause is illegal.

- For more information about late penalty and discount clauses, see **Chapter 1: Before Moving In - Common Lease Clauses**.

2. Disputes about the Amount of Rent

If your landlord incorrectly calculated your rent, did not credit you for rent you paid, or charged you fees or damages that are not your responsibility to pay, there are steps to take to try to protect yourself.

a. Payment and Acceptance

One way to resolve a dispute about rent is to pay your landlord what you think is owed with a check that includes the following statement on the back of the check:

"Endorsing or cashing this check constitutes full payment of rent due up to and including for the month of __, year __."

You may also include with your check a letter that explains why you do not owe the amount the landlord claims you owe.

In most cases, if your landlord cashes the check with this statement on the back without any objection, she has accepted your offer of full payment and agreed to give up (*wave*) any disagreement about the amount of rent due.¹⁴

If your landlord takes your rent check but also writes on it that she is not accepting it as full payment for all rent owed, you still may be able to argue that she had accepted the check as payment in full.¹⁵

b. Protect Yourself

If your landlord continues to dispute the amount of rent you owe after accepting and cashing your check with this statement written on the back, you should put the disputed amount in a bank account that is separate from your other money. By setting aside the money in dispute, you will be more credible to the judge if your landlord takes you to court.

Always protect yourself by keeping in a safe place a copy of:

- The front and back of your check with your statement that you are paying the full amount of rent.
- The cancelled check after the landlord cashes it, and
- Any letter you send the landlord.

3. Stopping an Eviction for Non-Payment or Late Payment

a. Always Try to Cure

You have a right to stop your landlord from bringing an eviction by paying all the rent you owe by certain deadlines. This is called “*curing*” the non-payment. A landlord is required to accept the rent if you try to *cure* before the certain deadlines.¹⁶ Deadlines to *cure* are different for tenants with *leases* and with no leases.

b. You Have No Lease

If you do not have a *lease* and your landlord gives you a 14-day *notice to quit* for non-payment of rent, you have the right to stop your landlord from bringing an eviction by *curing* and paying all the rent you owe **within 10 days of receiving the notice to quit.**¹⁷ The only time that you do not have a right to *cure* is if you have already received another 14-day *notice to quit* for non-payment of rent within the previous 12 months.¹⁸

If you do not have a *lease*, your 14-day *notice to quit* for non-payment must have the following sentence about your right to *cure*:

"If you have not received a notice to quit for nonpayment of rent within the last twelve months, you have a right to prevent termination of your tenancy by paying your landlord or your landlord's attorney or the person to whom you customarily pay your rent the full amount of rent due within ten days after your receipt of this notice."¹⁹

If your 14-day *notice to quit* is missing this language, and your landlord files an eviction case, your deadline to *cure* is extended to the date

your *answer* to the landlord's court papers are due ("answer date"). In this situation, if you *cure* by the *answer date*, you can ask the court to have the eviction case dismissed. The *answer date* is on the *Summons and Complaint* served on you by you landlord. For more about the *answer date*, see **Chapter 12: Evictions - Important Dates.**

c. You Have a Lease

If you have a *lease* and your landlord gives you a 14-day *notice to quit* for non-payment of rent, you have the right to stop an eviction by *curing* and paying all the rent you owe **on or before the answer date** that is listed on the court papers (the *Summons and Complaint*).²⁰ If you *cure* by the *answer date*, you can ask the court to have the eviction case dismissed.

If you have a *lease* and *cure* **before the expiration of your tenancy** by the 14-day *notice to quit*, your landlord is not allowed to bring an eviction case against you at all, even if this is not the first time you have *cured* a non-payment within the previous 12 months.²¹

If you wait until after your landlord starts an eviction case to *cure*, you can still ask the court to have the eviction case dismissed, but it becomes more expensive. You must then pay not only the rent owed, but also the landlord's costs for filing the eviction case and interest on the rent owed.²²

It is illegal for a *lease* to say that you have given up (*waived*) your right to *cure*.²³

d. Landlord Refuses Payment

If your landlord refuses to let you *cure* by accepting your payment, be sure to document the refusal. If you hand deliver your payment, have someone come with you who can witness whether the landlord refuses to accept it.

If your landlord refuses to accept payment, send her a letter that you offered to pay and the date and amount you tried to pay. Have your statement signed by a witness who knows of your attempt to *cure*.

Even if you miss the deadline to *cure* the non-payment, try to convince your landlord to accept your rent and stop any eviction action. Often, landlords agree not to go ahead with an eviction case because their real interest is in receiving the rent.

Important: If your landlord refuses to accept your rent, it is very important that you set aside all the rent that becomes due each month in a bank account that is separate from your other money. Having the rent set aside in a separate account will increase your credibility in court. It will also help you because if you pay what is owed the landlord within 10 days of any judgment against, you can keep your tenancy.

e. Eviction for Repeated Late Payment

If you pay rent late often, your landlord may try to evict you on the basis of repeated or chronic late payment, instead of non-payment of rent. Late payment of rent is not the same as non-payment of rent.²⁴ For late payment of rent, a landlord cannot use a 14-day *notice to quit* but in most cases, must use a 30-day (or *rental period*) *notice to quit*. However, if you have a *lease*, the *lease* may allow the landlord to send you a *notice to quit* that is shorter than 30 days for any reason other than non-payment of rent.²⁵ Read your *lease* to figure this out.

f. Delay in Government Assistance Payment and Other Good Reasons

If the late payment or non-payment of rent is caused by a delay in your receipt of government assistance or rental payments and you are facing an eviction, you have the right to a 7-day continuance of an eviction action.²⁶ Your landlord cannot proceed with the eviction case if you are able to pay all rent due with interest and costs of the court case within the continued court date.²⁷

Also, if you or someone in your household has a disability, you may be entitled to a *reasonable accommodation* to prevent eviction. For example, if

you do not receive your disability SSI income until the 3rd of the month, you should ask the landlord and the judge for a *reasonable accommodation* of a later due date for your rent. If you have a disability which interferes with your ability to make rent payments on time, you may ask for a *reasonable accommodation* for example, by arranging for *representative payee* to handle your rent payment.

- For more on *reasonable accommodations*, see **Chapter 7: Discrimination - Discrimination Based on Disability**.

If there are other good reasons for a late- or non-payment, you should explain the reasons to the landlord and the judge. Temporary financial hardships or other sympathetic circumstances may be persuasive to reach an agreement for a reasonable time to pay and to avoid eviction.

- For more about your rights in an eviction case, see **Chapter 12: Evictions**.

4. Paying Rent to a Condo Association

If you rent a condominium, you pay rent to the owner of the condo, who is your landlord. The owner is required to pay a monthly condo fee to the building's condo association. If the owner stops paying the monthly condo fee, or if she refuses to pay other condo charges called “assessments,” the condo association is authorized by law to ask you to pay your rent to the condo association instead of to your landlord, the condo owner.²⁸ In no event, can the condo association collect from you more than your agreed upon rent.²⁹

Before the condo association can collect rent from you, it must wait until your landlord's condo fee payments are at least 25 days late. It must then send a notice to the landlord explaining that it intends to collect the rent for her unit to pay the late condo fees. If the landlord does not respond to the condo association's notice within 10 days, or if she admits that she owes the association money, then the association is allowed to collect all or

some of your rent each month until your rent has paid off the amount the landlord owes to the condo association. If the landlord responds to the condo association within 10 days, but denies that she owes the association any money, then the condo association cannot collect any rent from you.

If a condo association asks for your rent, you should ask the association to put the request in writing. You should also ask for copies of the notice the association sent to your landlord and any written response from your landlord to the association. Remember that in no event can the condo association ask you to pay more than your rent.

A landlord cannot *retaliate* against you, including trying to evict you, for paying rent to a condo association as allowed by law.³⁰ To protect yourself, be sure to get receipts for any rent payments that you make to a condo association.

Rent Increases

One of the most common problems tenants face is unfair and unaffordable rent increases. In some cases, the reason for the increase may be illegal. In others, the rent notice may be defective. Often, a large rent increase impacts a whole building of tenants who face being displaced because of unaffordable rents.

In all cases, whether a rent increase is legal or illegal, proper or defective, or affordable or unaffordable, a landlord cannot increase your rent without your agreement to pay the increase.³¹ Without your agreement, a rent increase notice is simply a one-sided demand from your landlord. In short, **there can be no legally enforceable rent increase unless both you and your landlord agree to the increase.**

If you do not agree to a rent increase, your legal obligation is still to pay the current rent (the rent that you did agree to pay). If you continue to pay the current rent, your landlord cannot evict you for non-payment of rent because you are paying the rent you agreed to pay, and just not paying the rent increase you didn't agree to pay.

Refusing to pay a higher rent is not considered non-payment of rent.

If you do not have a lease and are a *tenant-at-will*, a landlord can end or *terminate* your tenancy at the existing rent with a 30-day *notice to quit*. Sometimes landlords send a *notice to quit* and a notice of rent increase at the same time, or combine the 2 notices in a single document. If you still do not agree to the higher rent after getting both notices, the landlord can then proceed with what is called a “no fault” eviction case.

If you have a *lease*, a landlord cannot demand a rent increase before your *lease* has expired, except if your *lease* has what is called a “tax escalator clause.”³² For more see section below on **Tax Escalator Clause**.

Important: If you do pay a rent increase, your payment can be treated as “accepting” your landlord’s “offer” of a new tenancy at a higher rent—even if you may not have intended to agree to a permanent rent increase. If at some later point you are unable to continue to pay the higher rent, your landlord can now evict you with a 14-day *notice to quit* for non-payment of the higher rent. Before you pay any rent increase, think through your options by reading below on **Options If You Receive a Rent Increase**.

Illegal Retaliatory Rent Increases

In Massachusetts, it is illegal for a landlord to increase your rent in *retaliation* for exercising your right as a tenant to:

- Report violations of the state Sanitary Code or other housing laws, whether to the landlord, anyone who works for the landlord, or a housing inspector;
- Attend, join or organize a tenants’ group;
- File a lawsuit against your landlord or defend yourself in an eviction case;

- File a discrimination complaint against your landlord with a government agency; or
- Pay some of your rent to a local utility company after your landlord stopped paying utility bills that were the landlord’s responsibility.³³

If your landlord increases your rent within 6 months of you taking any of the actions listed above, the law “presumes” that your landlord is retaliating against you.

If you believe that your landlord is raising your rent in *retaliation* for any of these actions, you can refuse to pay the increase. If the landlord tries to evict you for non-payment of rent, she must prove that she was not retaliating against you.³⁴ If a court finds that she was retaliating, you will be allowed to stay in your apartment and a court can award you up to 3 months’ rent (or your actual damages, whichever is more), plus the cost of your attorney’s fees.

If more than 6 months passed before your landlord increased your rent, you still have the opportunity to prove that the landlord’s act was *retaliatory*, but the burden would be on you to prove *retaliation*. For more information about *retaliation*, see **Chapter 12: Evictions** and **Chapter 13: When to Take Your Landlord to Court**.

Document Why the Rent Increase Is Illegal

If you believe that your landlord has illegally raised your rent, and you want to stay in your apartment, the best thing to do is to collect all proof that will help show that the increase is illegal. For example, if you feel that the landlord has *retaliated* against you for reporting or complaining about bad conditions, make sure to get a *certified* copy of all housing inspection reports, each signed by the inspector who performed the inspection. Also keep copies of any letters, emails or texts that you sent the landlord about the conditions. With such documents and information, you will be better

prepared to protect yourself if your landlord takes you to court.

1. New Owners

You do not automatically have to pay a rent increase or move out just because your building has a new owner.³⁵ In most situations, whether you are a month-to-month *tenant at will* or you have a *lease*, the new owner has to “step into the shoes” of the old landlord. This means your new landlord has to accept your current rent until your *lease* or tenancy agreement ends.

If you are a *tenant at will*, the new owner has to give you a valid notice of a rent increase **and** you have to accept that increase. If you reject a valid notice of rent increase, the new landlord’s option is to *terminate your tenancy* and bring an eviction case against you, where you can raise legal defenses as well as claims that you may have against the landlord. For more on valid notices of rent increase and termination of tenancy, see **Proper Notice of Rent Increase** section below.

Whether you are a *tenant at will* or tenant with a *lease*, the new landlord becomes responsible for your last month’s rent and the security deposit you paid to your former landlord.³⁶ This is true even if it is your former landlord who failed to transfer your last month’s rent and/or security deposit to the new owner.

A new owner—especially a corporate investor—may have a strong financial incentive to clear out a building of all occupants in order to renovate and re-rent it at much higher rents, or to convert and sell the building as condominium units. In these situations, tenants have organized and negotiated agreements for fair rents. For more about these and other options see section below on **Options If You Receive a Rent Increase Notice**.

2. Condominium Conversion

If you think that your landlord may be converting your building to condominiums (“condos”), or if you have received a notice that your apartment is being converted into a condo, you have important legal rights, including the right to stay and limits on how much your rent can increase.³⁷

For example, whether you have a *lease* or not, it is illegal for your landlord or a subsequent owner of the condo to increase your rent above a certain amount. Under the law, a landlord or condo owner cannot increase your rent by more than 10% per year or above the increase in the Consumer Price Index the year before your landlord gave you notice of the condo conversion, whichever is less.³⁸

Also, if you have a *lease*, your landlord cannot change your rent until the *lease* ends. The one time when a landlord can increase your rent is if your *lease* has what is called a “tax escalator clause.” This clause allows a rent increase during the lease if the property tax goes up.³⁹ For more see section below on **Tax Escalator Clause**.

In some cases, a landlord may illegally attempt to get around the condo conversion tenant protections by demanding a very high rent increase before filing a master deed for the condo. But under the law, the owner has only to have an “intent to convert” in order for tenants to be protected against rent increases.⁴⁰ For more about condos and tenant protections see **Chapter 17: Condominium Control**.

3. After Foreclosure

If you think your rental unit may be foreclosed, you will want to become familiar with important legal rights that are different from other tenancy related rights. For example, if you have a Section 8 or other subsidy, you can stay in your unit and pay the same amount of rent after a foreclosure.⁴¹ To find out more about what to do in terms of paying rent and what your rights and options are during each part of the foreclosure

process, see **Chapter 18: Tenants and Foreclosure.**

4. Tax Escalator Clause

If you have a *lease*, the only way that a landlord can raise your rent before the lease ends is through what is called a "tax escalator clause." A tax escalator clause in a lease allows your landlord to pass on to you any increase in your landlord's property taxes by increasing your rent before the lease term ends.⁴²

If your landlord demands an extra payment from you under a tax escalator clause, you should: (1) read your lease to see whether the clause is legal, and (2) make sure the landlord is not overcharging you.

a. Is the Clause Legal

The law requires that tax escalator clauses be written in a certain way.⁴³ If the tax escalator clause in your *lease* does not contain all three parts below, the clause is illegal, and your landlord cannot use an invalid tax escalator clause to increase your rent.⁴⁴ Read the text of your lease carefully. The language of a tax escalator clause must contain the following three things:

- A statement that you are obligated to pay only that exact percentage of any property tax increase that is assessed to your apartment.
- The exact percentage of any property tax increase that is your obligation to pay. For example, if you live in a three unit building and the units are all the same size, you would be obligated to pay 1/3rd of the tax increase for the whole building.
- A statement that if your landlord gets a property tax refund ("abatement"), you will receive a proportionate share of that reduction (less any lawyer's fees that the landlord paid in getting the reduction). For example, if the city sends your landlord a

tax *abatement*, you would be entitled to a proportionate reduction in rent.⁴⁵

b. Is the Landlord Overcharging You

Even if the tax escalator clause is legal, you need to make sure that your landlord is not overcharging you. Go to your local tax assessor's office and ask there whether taxes on the property you rent have gone up and also whether your landlord got a tax *abatement*. Abatements are reductions in taxes that property owners get after the tax assessor determines that the original tax assessment was too high.

If the taxes have gone up, you will need to find out by how much to figure out whether your landlord calculated your proportionate rent increase correctly. If your landlord has received a tax *abatement*, you will need to figure out how much the landlord owes you.

Proper Notice of Rent Increase

To legally raise your rent, your landlord first must give you valid notice of the rent increase demand. The type of tenancy you have will determine when a landlord must send a notice of rent increase, and whether this notice is likely to be joined with a *notice to quit*. To figure out what type of tenancy you have, see **Chapter 4: What Kind of Tenancy Do You Have.**

1. Tenants with Leases

If you have a *lease*, the landlord can seek a rent increase only based on the terms of the *lease*. For example, your *lease* may prohibit a rent increase or it may allow a rent increase (but only under certain conditions). Also depending upon what type of lease you have, a landlord may only be able to seek a rent increase at certain times.

a. No Increases during the Lease

Your landlord typically cannot increase your rent during the term of your *lease*. The one time when a landlord can increase your rent during the *lease*

is if your lease has a “tax escalator clause.” This clause allows a rent increase during the lease if the property tax goes up.⁴⁶ For more see **Tax Escalator Clause**.

Even if you and your landlord agreed to an increase during the *lease* period, a judge may not find the agreement valid if you received nothing in exchange for the higher rent.⁴⁷

b. What Kind of Lease Do You Have

Make sure you know whether you have a **self-extending lease** or an **option to renew lease**.

■ Self-Extending

With a self-extending *lease*, **if you or your landlord do nothing, the lease automatically continues**. You must give the landlord written notice if you want to leave, or the landlord must give you a timely *notice to quit* if she wants you to leave. If you have a self-extending lease, and your landlord wants to increase the rent, she must send you a proper notice of rent increase **before** the date your *lease* automatically extends. If the landlord sends the notice of rent increase after the *lease* automatically extends, there can be no rent increase until the next time the *lease* ends. (Sometimes a landlord gives a *notice to quit* with a notice of rent increase so that if a tenant does not accept the rent increase, the *lease* will not automatically extend and the tenancy will end).

■ Option to Renew

With an option to renew *lease*, **if you do nothing, the lease will end**. An option to renew is not automatic. If you want to stay, you must give the landlord notice that you are exercising your option to renew your lease. Read your lease to be clear about exactly how and by when you must give notice that you want to renew.

Also read the lease to determine if your landlord can increase the rent if you renew. If your landlord does not give you the notice as required in your lease (if there is

such requirement), your rent cannot be increased during the renewed lease period.

If your lease already says what the new rent will be if you renew, your landlord may not have to give you a separate notice of rent increase. Your rent must stay the same for the renewed *lease* period if your lease says so, or if your landlord continues to accept the current rent.

To determine whether your *lease* is self-extending or whether you have an option to renew see **Chapter 4: What Kind of Tenancy Do You Have - How Long Is My Lease Valid**.

2. Tenants at Will

a. Getting Legal Notice

If you are a *tenant at will* and do not have a lease or live in public or subsidized housing, your landlord can propose a rent increase any time. For all tenants who do not have a *lease*, a legally valid rent increase notice has to do two things:

1. *Terminate (or end)* your existing tenancy at the current rent, and
2. *Offer* you a new tenancy at a higher rent.

Landlords often combine the notice of rent increase and a 30-day *notice to quit* so that if you refuse to pay the rent increase, they do not have to wait to bring an eviction case in court. The *notice to quit* and notice of rent increase can be given as 2 separate documents, or as a single document combining both notices. In any case, you must receive timely notice that your landlord is *terminating your tenancy* at the current rent and offering you a new tenancy at a higher rent. You must receive the notice terminating your current tenancy at least 30 days or one full rental period (if it is longer than 30 days) before the proposed date of the rent increase.⁴⁸ A notice of a rent increase by itself cannot and does not end your existing tenancy at the current rent.⁴⁹

For example, if you pay rent on the 1st of the month and your landlord wants a rent increase as of September 1, she must make sure you actually

receive the offer of a new tenancy at the higher rent and a notice terminating your existing tenancy **before** August 1. If you decide to accept the rent increase but do not receive the *notice of termination of tenancy* until **after** August 1, your tenancy at the existing rent continues to the end of September, and you do not have to pay the increase until October 1. But you must continue to pay the current rent.

Remember: It is the date you actually receive the *notice to quit* that matters, not the date written on the notice or the date the notice was mailed or served.

b. What If You Refuse to Pay the Increase

If you do not to accept your landlord's rent increase demand, you are still obligated to continue to pay the current rent. Make sure you get receipts of the payments so that you can prove that you paid the current rent. See **Keep Receipts**.

If you continue to pay the current rent, a landlord cannot send you a 14-day *notice to quit* for non-payment, but must send a 30-day *notice to quit*. Often, landlords do not understand this difference and try to evict tenants improperly after giving a 14-day *notice to quit* for non-payment of the rent increase. If your landlord makes this mistake and files an eviction case, you should ask the court to dismiss the case because the *notice to quit* is defective.

IMPORTANT: A *notice to quit* or notice of a rent increase **does not mean you have to move out** of your apartment, **even if you choose not to pay the rent increase**. A *notice to quit* is the first document your landlord must give you before she can start a court eviction process. A landlord must always go through the court eviction process. For more about the eviction process, see **Chapter 12: Evictions**.

3. Tenants in Subsidized and Public Housing

If you have a housing subsidy, the landlord can seek a rent increase only if the rules of the housing subsidy program allow a rent increase. This includes the Section 8 voucher program and other housing programs for private landlords.

To figure out what rules apply, first figure out what kind of subsidized housing you have.

- See **Housing Programs in Legal Tactics: Finding Public & Subsidized Housing**, at: www.MassLegalHelp.org/housing/finding-housing-booklets For information about rent increases in public housing, see the booklet **Rent in Public Housing**, at: www.MassLegalHelp.org/housing/tenants-rights-in-public-housing.

Options If You Receive a Rent Increase Notice

If you receive a notice of rent increase, you have three options. You can:

- Negotiate,
- Pay and stay, or
- Refuse and move.

1. Negotiate

If you feel that the landlord's proposed rent increase is unreasonable or illegal and you want to keep your apartment, there are a number of ways you may be able to challenge or negotiate the proposed rent increase.

a. Make a Counter Offer

While landlords are not legally required to negotiate with tenants, you may be able to convince your landlord to reconsider or lower the amount of the increase. Make a counter offer. If you have a good relationship with the

landlord, she may want to keep you as a tenant. Or ask the landlord to reconsider the increase because repairs are needed, or hold off on the increase at least until the repairs are made.

b. Join with Other Tenants to Fight the Increase

Tenants in buildings facing rent increases have successfully worked together to negotiate agreements with their landlords that keep rents affordable and get repairs made.

As a tenant, you have important legal rights and you can strengthen your bargaining position by joining with other people in your building or other tenants who have the same landlord and are facing similar problems. If you suspect you are facing a rent increase as part of your landlord's plan to empty your building, the best way to protect yourself and other tenants may be by starting or joining a tenant group. Remember – it is illegal for a landlord to *retaliate* against you for starting or joining a tenant group.

As part of a tenant group, you can learn together about your legal rights and organizing strategies, research who really owns and controls your building, get support from tenant advocacy organizations and elected officials, and use your collective power to negotiate with the landlord for fair rents and better conditions.

- For more about how to challenge unfair rent increases, see **Chapter 10: Getting Organized - Unfair Rent Increases and Displacement**.
- For a sample collective bargaining agreement and other sample organizing forms see **Forms 22-30**.
- For more organizing support call a **Tenant Organizing and Advocacy Group** listed in the **Directory**.

c. Recent Examples of Successful Tenant Collective Bargaining

Tenant groups in Massachusetts are successfully persuading landlords to reconsider steep rent

increases, building clear-outs and condominium conversions by negotiating “collective bargaining agreements.” Here are some examples.

Same Corporate Landlord in Different Communities

In 2014-2015, a diverse group of tenants in separate buildings in Chelsea, Dorchester, East Boston, Mattapan, Roxbury, and South Boston learned that their properties were owned by the same real estate investment corporation. Each property had between 3-10 units and had been acquired under different corporate names. After the change in ownership, all of the tenants were hit with unaffordable rent increases and eviction notices. The tenants joined City Life Vida Urbana and the Chinese Progressive Association (two bilingual tenant rights organizations) and learned that although their buildings were each bought under different corporate names, they were all managed by one management company and funded and controlled by the same few investors.

With support from City Life Vida Urbana and Chinese Progressive Association, the tenants organized and launched an aggressive publicity campaign, highlighting the management company's unfair business practices and the mass displacement their practices were causing, which was mostly hurting families of color. Facing sustained pressure from the tenant associations, litigation costs in eviction cases defended by legal services, and mounting community resistance against their property development proposals, the real estate investment group agreed to negotiate.

Public officials stepped up to facilitate the negotiations. Represented by Greater Boston Legal Services attorneys, the two tenant groups successfully negotiated agreements with fair rents, fair treatment, repairs, and long term leases including:

- All tenants being evicted for a reason that was not their fault would get 4-year leases starting at their existing rents, with a 3% cap on each yearly rent increase; and

- All (hundreds) of the management company's Section 8 voucher tenants would have rents with utility allowances that did not exceed 30% of the tenants' adjusted income.

Small Tenant Groups

In 2014, four households in a single building in Mattapan joined City Life Vida Urbana after being hit with steep rent increases and eviction notices. The tenants organized into a small tenant association, and with the on-going support of City Life Vida Urbana, the association generated political pressure and publicity about their situation. With legal representation by the Harvard Legal Aid Bureau, the tenant association successfully negotiated housing solutions that met the different needs of each household including:

- For three households, a 3-5-year lease, depending on the household's initial affordable rent, with a 5% cap on any yearly rent increases.
- For one household that needed to relocate, a 1.5 year occupancy agreement with no rent increase.

For more about how to challenge unfair rent increases, see **Chapter 10: Getting Organized - Unfair Rent Increases and Displacement.**

2. Pay and Stay

Another option is that you can decide to accept the landlord's rent increase demand and stay. Before you make this decision:

- Make sure that the landlord's rent increase notice was proper. See **Proper Notice of Rent Increase.**
- Make sure you can afford the increase because once you pay the higher amount that will be your new agreed-upon rent.
- If you agree to pay, consider asking for a lease to lock in the rent so you are not hit

with another rent increase demand in the near future.

a. Make Sure You Can Afford the Increase

It can be tempting to deal with the immediate stress of a rent increase notice and the pressure of a possible eviction by paying the rent increase that your landlord demands. However, consider whether you can really afford to pay the higher amount going forward as your new rent.

If you pay the increase even once, you will have "accepted" your landlord's "offer" of a higher rent, and you will be obligated to pay this amount as the new rent going forward. If you later fail to pay the higher rent because it becomes unaffordable, the landlord can then seek to evict you for non-payment of rent based on a 14-day *notice to quit*.⁵⁰ If you had rejected the rent increase and continued to pay just your old rent amount, the landlord would have had to use a 30-day "no fault" *notice to quit* to try to evict you.⁵¹

Remember – A *notice to quit* is just the first step in the eviction process and does not mean you have to move out by the date stated on the notice. No one can lawfully remove you or your belongings from your apartment without a final order of the court.

b. Consider Asking for a Lease

If you decide you are able to pay the rent increase going forward and agree to accept it as your new rent, but do not have a *lease*, you may want to negotiate a rental agreement or *lease* to lock in your new rent for a specific period. Having the rent locked in by a *lease* will prevent the landlord from demanding another rent increase in the near future. For more see **Chapter 4: What Kind of Tenancy Do I Have - Tenants with Leases.**

3. Refuse and Move

If you do not want to pay the rent increase or cannot afford to pay it, you should continue to

pay the current rent while you look for a new apartment. As long as you continue to pay your current rent, your landlord is required to accept it.

If you do not pay the increase, however, the landlord may decide to start an eviction case against you. But while you continue to pay the current rent, your landlord must use a 30-day *notice to quit* for a *no-fault eviction* (an eviction that is not your fault). She cannot use a 14-day *notice to quit* for a non-payment of rent. The reason is that although you have not agreed to pay the increase, you are paying the agreed existing rent. For more see **Chapter 12: Evictions - Receiving Proper Notice**.

a. If You Get a Notice to Quit

Do not ignore a notice to quit. However, if you get a *notice to quit* for any reason, you do not have to move by the date stated on the notice. A *notice to quit* is just the first required step to start an eviction case.

If you are unable to negotiate an agreement with your landlord, and your landlord brings an eviction case in court, there are steps to take to protect yourself. Read **Chapter 12: Eviction**.

b. Landlord Accepts Current Rent after Notice to Quit

If your landlord gives you a *notice to quit*, but after that accepts the old rent amount without clearly letting you know that the rent money is being

accepted "for use and occupancy only," your landlord has accepted you back as a tenant and has given up (*waived*) the right to evict you using the old *notice to quit*.⁵² If the landlord still wants to evict you, she must serve you with a new *notice to quit* to terminate your re-established tenancy.

c. Final Court Order Necessary to Evict

If you do not voluntarily leave, you can only be evicted from your apartment by an order of the court. No one can move you out of your home without a final order of the court (*execution*).

d. Stay of Eviction

Even if a judge gives the landlord permission to evict you, you can ask the judge for up to 6 months to find another apartment. If you are elderly or disabled, you may ask for up to a year to find a new apartment.⁵³

IMPORTANT: There are many things to think through before you sign any agreement in court. Unless you definitely have another place to go, be very careful about signing an agreement in court with the landlord that you will move out by a certain date. If you are unable to move out by that date, the court agreement form often says your landlord can get a *judgment* to evict you without the court ever hearing your case and an *execution* allowing a sheriff to forcibly move you out. For more see **Negotiating a Settlement of Your Case (Booklet 10)**.

Endnotes

1. In Massachusetts, your agreed-upon rent (“contract rent”) is the bargained-for value of your apartment in a safe and non-defective condition. This means that regardless of how much your rent is, your landlord is legally required to keep your residential rental property up to minimum standards of human habitation set by the State Sanitary Code. This is a strict legal requirement known as the implied *warranty of habitability*. See *Darmetko v. Boston Housing Authority*, 378 Mass. 758 (1979); *McKenna v. Begin*, 3 Mass. App. Ct. 168, 170 (1975) (“Recognition of the implied warranty of habitability obliges the landlord to furnish habitable premises regardless of the amount of rent charged...”).

In some situations, rent may be paid in a form other than money, such as payment of property taxes, utility bills, insurance, water and sewage. *Ducker v. Ducker*, 1997 Mass. App. Div. 147, 1997 WL 606741 (“The term ‘rent’ may include, however, any compensation or consideration paid by the tenant for use of the premises, whether or not the amount has been defined...”), citing *Story v. Lyon Realty Corp.*, 308 Mass. 66, 70 (1941) (“Any consideration sufficient to support a contract is all that is required to constitute an agreement from which a tenancy may result.”). Compare *Lavelle v. Lavelle*, 2012 Mass. App. Div. 150, 151 (tenancy was gratuitous where no evidence of any consideration exchanged for use of premises).

2. See *McKenna*, 3 Mass. App. Ct. at 170-71 (“as the *Hemingway* case suggests, the rent agreed upon is evidence of the value of the premises as habitable, and may not be taken by the judge as evidence of the value of the premises in a defective condition.”).
3. There are four primary sources of law that give tenants in Massachusetts the right to residential housing in decent, sanitary, and safe conditions: (1) the state codes, including primarily, the State Sanitary Code, 105 C.M.R. §410.00; the State Building Code, 780 C.M.R. §§1.00-22.00; the State Environmental Code, 310 C.M.R. §11; the State Plumbing Code, 248 C.M.R. §2.00; the State Fuel Gas Code, 248 C.M.R. §§4.00-8.00; the State Electrical Code, 527 C.M.R. §12.00; and the State Regulations for Lead Poisoning Prevention and Control, 105 C.M.R. §460.000; (2) local health ordinances; (3) the warranty of habitability; and (4) the covenant of quiet enjoyment. For regulations that govern mobile home parks, motels, and recreational camps or cabins, see G.L. c. 140, §§32A-G. See *Boston Housing Authority v. Hemingway*, 363 Mass. 184, 200 n. 16 (1973) (“There may be instances where conditions not covered by the [State Sanitary] Code regulations render the apartment uninhabitable.... regardless of whether a sanitary code violation existed or not,” because “the protection afforded by the implied warranty of habitability does not necessarily coincide with the [State Sanitary] Code’s requirements.”); *Crowell v. McCaffrey*, 377 Mass. 443, 451 (1979) (“We now find in the rental of a dwelling unit, ... an implied agreement by the landlord that the rented unit complies with the minimum standards prescribed by building and sanitary codes and that he will do whatever those codes require for compliance during the term of the renting.”).

Further, it may be an unfair or deceptive practice for an owner to “rent a dwelling unit which, at the inception of the tenancy (1) contains a condition which amounts to a violation of law which may endanger or materially impair the health, safety or well-being of the occupant; or (2) is unfit for human habitation,” or to fail to disclose, misrepresent, or within a reasonable amount of time, repair the same. G.L. c. 93A, §2; 940 C.M.R. §3.17(1). See *Wolfberg v. Hunter*, 385 Mass. 390, 399-400 (1982) (“We hold ... that, where tenants ... prevail in a claim for damages under G.L. c. 93A, their damages under G.L. c. 93A shall be calculated by determining the rental value of the unit as warranted—the agreed rent—minus the value of the unit in a defective condition, plus any reasonable expenses incurred by the tenants as a result of the defective condition” and “[f]rom this figure, the total amount of rent withheld [if any] shall be subtracted to prevent an excessive recovery” rather than denying all recovery under G.L. c. 93A for those months during which rent was withheld).

4. *Boston Housing Authority v. Hemingway*, 363 Mass. 184, 199 (1973) (“This warranty [of habitability] (in so far as it is based on the State Sanitary Code and local health regulations) cannot be waived by any provision in the lease or rental agreement”); G.L. c. 111, §127K (State Sanitary Code cannot be waived); G.L. c. 111, §127L (repair-and-deduct remedy cannot be waived); G.L. c. 186, §15 (landlord non-liability and hold-harmless *lease* agreements are void).
5. *Haddad v. Gonzalez*, 410 Mass. 855, 872-873 (1991) (“A landlord cannot nullify the implied warranty of habitability on a dwelling by giving his tenant a discount in rent.”); *Boston Housing Authority v. Hemingway*, 363 Mass. 184, 199 (1973) (“This warranty [of habitability] (in so far as it is based on the State Sanitary Code and local health regulations) cannot be waived by any provision in the lease or rental agreement”); *McKenna v. Begin*, 3 Mass. App. Ct. 168 at 170-171 (1975); (“the implied warranty of habitability obliges the landlord to furnish habitable premises regardless of the amount of rent charged and he may not relieve himself of this obligation by accepting reduced rent for defective premises.”).

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6. [Hemingway, 363 Mass. at 203](#) (“This warranty (in so far as it is based on the State Sanitary Code and local health regulations) cannot be waived by any provision in the lease or rental agreement.”); [Berman & Sons v. Jefferson, 379 Mass. 196 \(1979\)](#) (landlord is strictly liable under the doctrine of the implied warranty of habitability).
 7. However, when you move in, the most your landlord can charge in total is a first month’s rent, a last month’s rent, a security deposit (which cannot be more than the first month’s rent), and the cost of purchasing and installing a new lock. Last month’s rent is regulated by [G.L. c. 186, §15B\(1\)\(b\)\(ii\), \(2\)\(a\) and \(7A\)](#); security deposit is regulated by [G.L. c. 186, §15B\(1\)\(b\)\(iii\), 3\(a\)-\(b\), and \(4\)](#); and key and lock deposits are regulated by [G.L. c. 186, §15B\(1\)\(b\)\(iv\)](#).
 8. See Massachusetts Rent Control Prohibition Act, [G.L. c. 40P, §4](#); [Chapter 282 of the Acts of 1994 \(approved January 4, 1995\)](#).
 9. [G.L. c. 186, §15B\(1\)\(c\)](#) (“No lease . . . shall impose any interest or penalty for failure to pay rent until thirty days after such rent shall have been due.”); [G.L. c. 93A, §2](#); [940 C.M.R. §3.17\(3\)\(a\)\(3\) and \(6\)](#).
 10. [G.L. c. 186, §15B\(1\)\(c\)](#); [G.L. c. 93A, §2](#); [940 C.M.R. §3.17\(3\)\(a\)\(3\) and \(6\)](#).
 11. [G.L. c. 186, §15B\(1\)\(c\)](#); [G.L. c. 93A, §2](#); [940 C.M.R. §3.17\(6\)\(a\)](#).
 12. [G.L. c. 186, §15B\(1\)\(c\)](#); [G.L. c. 93A](#); [940 C.M.R. §3.17\(6\)\(a\)](#). Also, you cannot be charged a constable's or other fee for service of a notice to quit for rent that is less than 30 days late. [Commonwealth v. Chatbam Development Co., Inc., 49 Mass. App. Ct. 525, 527 \(2000\)](#) (\$2,000 in civil penalties and \$8,000 in attorney fees assessed under G.L. c. 93A for unlawful lease provision, including late fee charges for payments less than 30 days late); [Copley Management v. Andersen](#), Boston Housing Court, 89-SP-52386 (Kerman, J., May 3, 1991).
 13. [G.L. c. 186, §15B\(1\)\(c\)](#) states that “[n]o lease . . . shall impose any interest or penalty for failure to pay rent until thirty days after such rent shall have been due.” See [Patriquin v. Atamian](#), Boston Housing Court, SP-19648-K (King, J., Aug. 27, 1981) (noting that such a discount clause “appears to be, in substance, a late fee charge which is prohibited by [G.L. c. 186, §15B\(1\)\(c\)](#)”).
 14. Whether a landlord accepts payment in full and waives (or reserves) her right to dispute the rent is a question of fact that depends on the circumstances of each case. Your landlord may attempt to reject your offer of payment in full: (a) by refusing to accept or cash your check or (b) by cashing the check but subject to a “reservation of rights” to continue to dispute the rent owed. Your landlord must notify you that she is reserving her rights to continue to dispute the rent owed before or at the time you make the rent payment. [Whitehouse Rest., Inc. v. Hoffman, 320 Mass. 183, 186 \(1946\)](#).
 15. To be effective, a reservation of rights must be communicated to you either before or at the time your check is accepted. If a landlord writes a reservation of rights on the back of your rent check but you could not know about this until after the check is cashed and the cancelled check is returned to you by the bank, the reservation may not be valid. For example compare [Whitehouse Rest., Inc., 320 Mass. at 186](#) (where a landlord merely endorses rent checks “received not for rent, but for use and occupancy, the reservation was ineffective because it could not be communicated “seasonably” in the course of banking business) with [Ullian et al. v. Les Tuileries, Inc., 361 Mass. 863 \(1972\)](#) (acceptance of rent by landlord did not operate as waiver since landlord gave timely notice that they did not intend to waive their rights); see also [Mastrullo v. Ryan, 328 Mass. 621, 624 \(1952\)](#) (notwithstanding written reservation of rights on rent receipt, equivocal conduct by a landlord with respect to payment and reservation of rights created a triable issue on whether there was a waiver).
 16. [G.L. c. 186, §§11-12](#).
 17. [G.L. c. 186, §12](#). However, your deadline to *cure* is extended to the date the Answer to the Summons and Complaint is due if the notice to terminate your tenancy at will does not contain the statutory right to cure language. [G.L. c. 186, §12](#).
 18. [G.L. c. 186, §12](#).
 19. [G.L. c. 186, §12](#).
 20. [G.L. c. 186, §11](#).
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21. Compare language of G.L. c. 186, §11 (no limit on number of times tenant can cure a non-payment by the *answer date* if there is a lease) with G.L. c. 186, §12 (if a tenant at will, right to cure “within ten days after the receipt” of a 14-day notice to quit expressly limited to once in 12 month period). And according to the Uniform Summary Process Rule 2, you cannot be served with an eviction complaint until after the expiration of your tenancy by the 14-day notice to quit.
 22. G.L. c. 186, §11. Cf. *Springfield Hous. Auth. v. Oldham-King*, 12 Mass. App. Ct. 935 (1981) (tenant not obligated to pay cost of suit because lease language waived statutory entitlement to costs under G.L. c. 186, §11).
 23. G.L. c. 186, §15A.
 24. *Woods v. Jeffrey*, Boston Housing Court No. 14H84-SP-5265 (Muirhead, J., Jan. 15, 2015) (action dismissed where only notice to quit served on tenant was a 14-day notice to quit for nonpayment of rent but the complaint for eviction was brought based on chronic late payment).
 25. Massachusetts law requires a 14-day notice to terminate a tenancy for non-payment of rent whether the tenancy is under a lease or a tenancy at will (no lease). See G.L. c. 186, §§11-12. Massachusetts law also requires a 30-day (or rental period) notice to terminate a tenancy at will for any reason other than non-payment of rent. See G.L. c. 186, §§12-13. There is, however, no state law that requires a 30-day notice to terminate a lease for any reason other than non-payment of rent. Typically, it is the lease that will say what type of notice of termination is required and what reasons other than nonpayment of rent, if any, are permissible grounds for terminating a lease before it expires.
 26. G.L. c. 186, §§11-12.
 27. G.L. c. 186, §12.
 28. G.L. c. 183A, §6(c) (“...The organization shall have a continuing right to collect any rent otherwise payable by the tenant to such unit owner.... or otherwise to seek and obtain an order requiring the tenant in such unit or tenants in other units owned by the unit owner in the condominium to pay to the organization rent otherwise due to the unit owner”).
 29. G.L. c. 183A, §6(c).
 30. G.L. c. 183A, §6(c).
 31. *Williams v. Seder*, 306 Mass. 134 (1940).
 32. G.L. c. 186, §15C.
 33. G.L. c. 186, §18, G.L. c. 239, §2A.
 34. G.L. c. 186, §18; G.L. c. 239, §2A.
 35. In Massachusetts, a change in the ownership of a building does not automatically end the obligations that preexist the new owner, including the amount you agreed to pay as rent with your former landlord. G.L. c. 186, §13 (“A tenancy at will of property occupied for dwelling purposes shall not be terminated by operation of law by the conveyance, transfer or leasing of the premises by the owner or landlord thereof or by foreclosure.”). Moreover, a new owner cannot rely on a notice to quit issued by a prior owner of the property. *Trask v. Wheeler*, 89 Mass. 109, 111 (1863); *Heritage Equity Limited Partnership v. Considine*, Boston Housing Court No. 97-SP-03077 (Daher, C.J., November 19, 1997); *Shah v. Shenett*, Boston Housing Court No. 98-SP-03811 (Daher, C.J., February 4, 1999); see also *MB Mgm’t Co., v. Berry*, Boston Housing Court No. 06-SP-00295 (Winik, J., Mar. 7, 2007) (landlord may not rely on termination of tenancy by former owner unless former owner assigned rights under such termination to the landlord before title was transferred to the landlord).
 36. G.L. c. 186, §15B(1)(d)-(e), (5), 6(d) and (7A).
 37. Chapter 527 of the Acts of 1983 (approved November 30, 1983), as amended by Chapter 170 of the Acts of 1984, Sections 4-5 (approved July 9, 1984), Chapter 709 of the Acts of 1989 (approved January 12, 1990), and Chapter 520 of the Acts of 1990, Section 8 (approved January 2, 1991). See also annotations in G.L. c. 183A, §1.
 38. Chapter 527 of the Acts of 1983, Section 4(e) (approved Nov. 30, 1983), as amended by Chapter 709 of the Acts of 1989, Section 18 (approved January 12, 1990).

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39. [Chapter 527 of the Acts of 1983, Section 4\(e\)](#) (approved Nov. 30, 1983); [G.L. c. 186, §15C](#).
40. [Chapter 709 of the Acts of 1989 \(approved January 12, 1990\)](#) (amending [Chapter 527 of the Acts of 1983, Section 3](#) (approved Nov. 30, 1983)) (formal condo notices not necessary so long as it could be shown through a variety of means that owner had an “intent to convert”). Many towns and cities also have [city ordinances or municipal bylaws](#) providing stronger tenant protections in condo conversions than the state-wide law. For example, [Boston’s Condominium Conversion Ordinance](#) provides that no person shall bring any eviction case for the purpose of a condominium or cooperative conversion except for “just cause,” and requires in any *termination of tenancy* notice certain disclosures detailing all of the significant rights of a tenant under the condominium conversion ordinance. *See* Ord. 1999 c. 8, §§2(a)(1) and 2(b), adopted under [St. 1983, c. 527](#), as extended and amended by Ord. 2004 c. 12, Ord. 2009, c. 8, and Ord. 2014, c. 16.
41. [12 U.S.C. §5201](#); [G.L. c 186, §13A](#).
42. In 1980, Massachusetts passed "Proposition 2½," which required towns and cities to limit the amount by which they could increase property taxes. [G.L. c. 59, §21C](#), as amended by [Chapter 580 of the Acts of 1980, Section 1 \(approved December 4, 1980\)](#).
43. [G.L. c. 186, §15C](#).
44. "Any provision of a lease in violation of the provisions of this section shall be deemed to be against public policy and void." [G.L. c. 186, §15C](#).
45. [G.L. c. 186, §15C](#).
46. A tax escalator clause allows your landlord to pass on to you any increase in your landlord's property taxes by increasing your rent before the lease term ends. A legal tax escalator clause includes three things: (a) a statement that you are obligated to pay only the proportionate percentage of any increase in taxes attributable to your apartment; (b) the exact percentage of any tax increase you are obligated to pay; and (c) a statement that if your landlord receives an abatement or refund, you will receive a proportionate share of the reduction assessed to your apartment, less attorney's fees. [G.L. c. 186, §15C](#).
47. [Torrey v. Adams, 254 Mass. 22, 28 \(1925\)](#) (holding that a written agreement to increase the rent was invalid if the landlord gave the tenant no additional rights in exchange for the increase).
48. [G.L. c. 186, §§12 -13](#).
49. [Williams v. Seder, 306 Mass. 134 \(1940\)](#).
50. [G.L. c. 186, §11](#).
51. [G.L. c. 186, §12](#).
52. A notice to quit may be waived if a landlord accepts rent for a time after the expiration of the notice. [Staples v. Collins, 321 Mass. 449, 451 \(1947\)](#) (landlord who accepted rent without protest could not deny that acceptance of rent created a tenancy at will); *but cf.* [Rubin v. Prescott, 362 Mass. 281 \(1972\)](#) (holding that upon sale to a new landlord, tenants who were tenants at will under the old landlord, become tenants at sufferance under the landlord). Waiver is a question of fact that depends on the circumstances of each case. [Gordon v. Sales, 337 Mass. 35, 36 \(1958\)](#) (“payment and acceptance of rent for a period in advance of occupancy, are prima facie proof of the creation of tenancy at will” and controlling in the absence of a showing to the contrary, but “other facts may ... require a finding that the landlord did not intend to waive his right to possession.”); [Jones v. Webb, 320 Mass. 702, 705 \(1947\)](#) (landlord waived notice to quit when he cashed check on which tenant had written, above landlord's endorsement, that check was for "rent"); [Slater v. Krinsky, 11 Mass. App. Ct. 941, 985 \(1981\)](#) (rent accepted after notification that rent payments were only being received for “use and occupancy” was sufficient to prevent waiver); [McCarthy v. Harris, 17 Mass. App. Ct. 1002 \(1984\)](#) (although notice to terminate tenancy may be waived if landlord accepts rent for time subsequent to expiration of notice, no waiver by accepting rent where notice unequivocally stated that any monies paid by tenants were accepted for use and occupancy of premises and did not waive any of landlords' rights pursuant to notice, where similar language was placed on each of tenants' checks underneath landlord's endorsement, and where one tenant, as attorney, represented interests of his wife and himself, as
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tenants, thus having firsthand knowledge that landlords consistently maintained position that monthly checks were not for rent).

53. [G.L. c. 239, §9.](#)