

Before You Move In

Tenants' Rights in Massachusetts

Check It Out

Before you rent a place, go look at it. Walk around the entire apartment and the building. All apartments must be in good condition before a landlord rents them.

- Use our **Moving in Checklist (Form 1)** for tips about what to check out and questions to ask as you walk around.
- Use the **Housing Code Checklist (Booklet 2)** to spot problems. Also ask current tenants about the landlord. Does she make repairs? Have they had problems?

Protect Yourself Get Receipts

- Only pay the landlord cash if they can give you a receipt right away.
- Get a receipt for any money you pay the landlord. If the landlord does not give you one, use our **Rent Receipt (Form 2)**.
- If you pay a security deposit, the landlord must give you a receipt within 30 days. If she does not, use **Security Deposit and Last Month's Receipt (Form 4)**.
- Get all agreements in writing.
- Read your lease carefully before signing it.

Rent

Landlords of private, unsubsidized housing can charge as much rent as they want.

Security Deposit and Other Charges

When you move in, landlords may **only** charge you for:

- 1st and last month's rent,
- A new lock and key, and
- A security deposit that is no more than 1 month's rent.

Landlords must **not** charge other fees, like pet fees, cleaning fees, or application fees.

Utilities

Your landlord can **only** charge you for gas, electricity, hot water and heat if:

- Your apartment has **separate meters** for gas and electricity, and
- You agree **in writing** to pay for utilities.

Usually the landlord must pay for water. They can only bill you for water if:

- There is a separate meter and there are low-flow toilets and showers,
- You have agreed to pay for water **in writing**, and
- The landlord has filed the right papers with the city or town.



Read the Lease Before You Sign It

If the landlord wants you to sign a lease, read it carefully. Make sure it includes this information:

- The date your lease starts and ends.
- The amount of rent.
- The amount of a security deposit, last month's rent, if the landlord asks for either or both.
- The names, addresses, and phone numbers of your landlord and any other person who maintains the property.

Pay attention to terms in the lease that could affect you later. For example:

- **Automatic Extension or Option to Renew**
Make sure you understand if your lease extends automatically or you need to renew it every year.
- **Subletting**
Some leases allow you to sublet if you follow certain rules; others do not.

Keep Good Records

- Keep copies of all letters and emails between you and your landlord.
- Keep copies of rental receipts, payments, and security deposit payments.
- Get all agreements in writing. If the agreement is not written and you disagree later, it will be your word against your landlord's.

Repairs

Before or just after you move in, make a list of anything broken or damaged. Use the **Housing Code Checklist (Booklet 2)**. Give your landlord the list. Keep a copy for yourself.

If the landlord agrees to make repairs, get it in writing. If she does not give you a written promise, write to her right away. Keep a copy of your letter. Your letter could say:

Thank you for agreeing to fix problems in apartment at addresss by date.

If a Landlord Refuses to Rent to You

Landlords use tenant screening agencies to find out about tenants. These agencies sell information about tenants including court cases, credit checks, employment verification, former rental addresses, and criminal record checks. Landlords also find information online. Some landlords refuse to rent to any tenant who has been to court.

If a landlord refuses to rent to you, ask why. You may be able to address their concern. For more see **Tenant Screening | Pullout 2**.

If a landlord refuses to rent to you, and you think it is because of your race, religion, or gender, or she is discriminating against you for another reason, see **Housing Discrimination | Pullout 7**.



[MassLegalHelp.org/Moving-In](https://www.masslegalhelp.org/moving-in)
Legal Tactics: Tenants Rights in Massachusetts
May 2017