

# Chapter 6

## Utilities

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*Legal Tactics: Tenants' Rights in Massachusetts*  
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## Understanding Utility Rights

### Tenants' Rights in Massachusetts

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#### Who pays for utilities?

##### Private Housing

Your landlord must pay for the following utilities unless an exception applies.

- § **Water:** Landlord usually pays.
- § **Fuel for hot water and heat:** Landlord pays unless you signed a written document saying that the tenant must pay.
- § **Electricity and gas:** Landlord must pay unless there is a separate meter for your electricity and gas use and a written document says that the tenant must pay.

##### Public Housing

Check your lease to see if you have to pay utilities. In state public housing, rent is based on your net income and whether you pay utilities. If you live in federal public housing and pay for utilities, a Utility Allowance gets subtracted from your monthly rent. Each housing authority sets its own Utility Allowance.

##### Section 8 or MRVP Voucher

Check your lease. The **Massachusetts Rental Voucher Program (MRVP)** and the **Federal Section 8 voucher programs** may give you a "Utility Allowance." A Utility Allowance is a certain amount of money provided monthly. Your housing authority decides on the amount of your Utility Allowance based on the average cost of utilities where you live for similar household sizes. You only receive this Allowance if you're responsible for paying utilities.

##### Foreclosure

See [Utilities After a Foreclosure](#).

#### Does paying utilities affect rent?

**Private Housing:** Your lease should say your rental amount. It should also include whether you are responsible for utilities. If there's no written lease, the landlord must usually pay utilities (unless there is a separate written document requiring you to pay).

**Public Housing:** Paying for some or all of your utilities will affect your rent. Rules for state and federal public housing differ. [See Utilities and Rent in Public Housing](#).

#### Protect Yourself Help Paying Utility Bills

**If you can't pay your current bill:** You may get a discounted rate. Gas and electric companies are required to offer discounts if your income is low and you receive government assistance like HEAP (formerly LIHEAP), SSI, SNAP food benefits, or Head Start. If you need help to pay your heating bill, find out if you qualify for the [Fuel Assistance Program](#). Call 800-632-8175.

**If you are behind on payments:** Ask your utility company about payment plans, which are available to all customers. If you qualify for Arrearage Management Programs, every time you pay a bill on time, you get a credit on your past due bill.

**If you owe a bill from a prior address:** A utility company might not turn on your new service until you pay off your bill from a prior address. Contact the company to negotiate a payment plan. Do **not** agree to pay an amount you cannot afford.

## How do I start utility service when I move in?

If you signed an agreement to pay for gas or electricity, contact the gas or electric company when you move in. They may let you ask to begin a new service over the phone. Some companies ask you to fill out a form and provide proof of identity. But you do not need to be a citizen or have legal status in the U.S. to get utility service.

## When can a utility company shut off service?

If you haven't paid utility bills at your current address, the utility company can shut off your service. But they must follow certain rules.

- § A utility company **cannot** shut off your services for charges from a prior address or for money a prior tenant owes.
- § If all residents of your home are age 65 and over, your electricity or gas cannot be shut off without permission from the Department of Public Utilities.
- § If your household is low-income or you are experiencing financial hardship, a utility company cannot shut off your services if:
  - § You have an infant under age 1.
  - § All adults in your home are 65 or older **and** a minor child lives in the home; or
  - § Someone in the household has a serious or chronic illness, whether physical or mental/emotional. The illness must be certified by a letter from a medical professional.
- § **Special Winter Protections:** If you cannot afford heat from November 15 to March 15, an electric or gas company cannot shut off

your service. Sometimes this protection lasts until April. To get this protection, ask the company for a financial hardship application.

- § **If your landlord is responsible for utilities and doesn't pay**, the utility company must give you at least 30 days' notice before they shut off your service.

## What if my heat goes off?

A landlord must provide heat from September 15 through May 31. If the heat goes off, call your landlord right away. If you cannot reach the landlord or they do not fix the problem, call the local Board of Health. Tell them there is a problem with the heat. The law requires them to do their best to inspect your apartment within 24 hours. For more, see [Legal Tactics, Chapter 8: Getting Repairs Made](#). If your landlord turns off your heat, you can also ask a court to order the landlord to turn the heat back on.

## What if I have a dispute with my utility company?

If your utility company doesn't fix a problem, ask them to protect your service until the issue is resolved. If they haven't shut off your service already, they **cannot** shut it off while they are resolving the dispute.

If the utility company does not help you, contact the [Department of Public Utilities](#) at 1-877-886-5066, or fill out their online complaint form at [mass.gov/how-to/file-a-complaint-involving-a-gas-electric-or-water-company](http://mass.gov/how-to/file-a-complaint-involving-a-gas-electric-or-water-company), or email them at [DPUCustomer.Complaints@mass.gov](mailto:DPUCustomer.Complaints@mass.gov).



For more, scan the QR Code for: [Legal Tactics, Chapter 6: Utilities](#).  
[MassLegalHelp.org/LT-Utilities](http://MassLegalHelp.org/LT-Utilities)

# Utilities

**by Charlie Harak and Jen Bosco**

*Italicized words are in the Glossary*

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If you are having a problem with your utility company, you need to arm yourself with the right information. In many situations, you will be able to resolve the problem yourself.

In other situations, you may be able to get help from the Department of Public Utilities (DPU), the state agency responsible for regulating utility companies.

This chapter will focus primarily on your rights in dealing with the electric, gas, and private water companies. Also included is some limited information about dealing with wireline telephone companies, which are regulated by the state Department of Telecommunications and Cable. Note that wireless phone companies' prices or practices, and some fiber optic landline services, are generally not regulated.

For further in-depth information about the rights of utility consumers in Massachusetts and practical advice on how to address problems, see National Consumer Law Center's "Utilities Advocacy for Low-Income Households in Massachusetts" (4<sup>th</sup> Ed.), available at:

<https://www.masslegalservices.org/system/files/library/stay-connected-handbook.pdf>

## **The Department of Public Utilities**

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The Department of Public Utilities (DPU) is the state agency responsible for regulating utility companies. DPU regulates gas, electric, privately owned water companies (but not municipal water companies).<sup>1</sup> Landline telephone companies are regulated by the Department of Telecommunications and Cable (DTC) and operate under a slightly different set of regulations.<sup>2</sup>

The DPU has a special consumer division staffed by individuals who are trained to help consumers when companies do not follow the law or refuse to make reasonable agreements. DPU's staff are not lawyers, and they will not represent you. However, DPU staff are often able to resolve many of the problems that customers have with utility companies.

Before contacting the DPU consumer division, you must first try to resolve your problem directly with the utility company. You can do this by contacting the utility company's Customer Service number or writing the company a letter. If

this fails to resolve the problem, contact the DPU Consumer Division and explain the problem, providing as many details as possible.

If the DPU staff cannot help you, you can try speaking to a DPU Consumer Division supervisor. As a last resort, you have the right to request a *hearing* against the utility company with a neutral hearing officer supplied by the DPU. The utility company cannot terminate your service while an *appeal* is pending on a disputed bill.<sup>3</sup>

## **How to Reach the Department of Public Utilities**

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The Department of Public Utilities (DPU) is the state agency responsible for regulating utility companies. In addition to regulating the quality of service, the DPU investigates problems and has procedures to help you resolve problems.

**DPUConsumer.Complaints@mass.gov**  
**1-877-886-5066**

Department of Public Utilities  
Consumer Division  
1 South Station  
Boston, MA 02110

For Online DPU Complaint Form go to: [mass.gov/forms/massachusetts-department-of-public-utilities-consumer-complaint-form](https://mass.gov/forms/massachusetts-department-of-public-utilities-consumer-complaint-form)

## **Your Right to Obtain Service**

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When you move into an apartment or home, you have the right to receive gas and electric service upon request, although special rules apply if you owe the utility company money from a prior address. Most companies will allow you to request new service by telephone. Some companies may require you to sign an application form.

Some companies refuse to serve people under 18 years old, even if they are living in their own home. There is no clear legal basis for refusing service to a minor. If a company refuses you service for this reason, call the DPU.<sup>4</sup>

Tenants also have the right to water service and a landlord is required by law to keep the water systems for a rental unit in good working order.<sup>5</sup>

## 1. Who Pays for Utilities

The following chart tells you when you are responsible for paying utilities and when your landlord is responsible.

Type of Utility	Who Pays
Water	Landlord is <b>usually</b> required to pay. For more information see <b>Water rights: Do landlords or tenants pay for water in Massachusetts</b> at <a href="http://MassLegalHelp.org/water-rights">MassLegalHelp.org/water-rights</a> . <sup>6</sup>
Gas, Electric, or Oil for Hot Water	Landlord must pay unless a written rental agreement says the tenant must pay. <sup>7</sup>
Gas, Electric, or Oil for Heat	Landlord must pay unless a written rental agreement says the tenant must pay. <sup>8</sup>
Electricity and Gas for lights, appliances, stoves	Landlord must pay unless there is a meter that separately calculates the tenant's electricity or gas use <i>and</i> a written rental agreement says the tenant must pay. <sup>9</sup>

## 2. If You Owe Money from a Previous Address

### a. Electric and Gas

If you owe an electric or gas company money from a previous address, the company may say that it will not set up an account at your new address unless you pay the full amount owed (the *arrearage*) or arrange a payment plan satisfactory to the company. The companies often require payment of at least half the arrearage up-front, and sometimes much more than half. However, if you never failed to pay two or more bills in a row at your prior address, you have a legal right to set up a new account so long as you agree to pay off the total amount owed within three months.<sup>10</sup> Also, if you receive HEAP benefits then the utility companies cannot require you to make a payment of more than 25% of the arrearage.

If you did go two or more months at your prior address without paying your bill, the company may still have to set up a new account for you as long as you do the following:

- § Agree that the company may add the arrearage from your old address to your new account,
- § Set up a reasonable payment plan to pay it off, and
- § Give the company permission to terminate your new account if you fail to keep to the payment plan.

Some companies call this agreement a "Cromwell Waiver" while others no longer use that name.<sup>11</sup> This is a document that gives the electric or gas company the permission to add the old arrearage to your new account and to terminate your new account if you do not pay it off, which the company would not otherwise be able to do.

You should **only sign a Cromwell Waiver** if you have an old arrearage that is causing the utility company to deny you service at your new address.

Once you sign the Cromwell Waiver, you need to set up a payment plan. The company must agree to a payment plan that is reasonable, taking your income level into consideration. For tips on setting up a plan, see the section in this chapter on **Getting Help Paying Your Bills**. If you qualify for a special protection, you should tell this to the utility company. See the section in this chapter on **Special Protections Against Shut-offs**.

If the gas or electric company refuses to let you sign a Cromwell Waiver and set up a reasonable payment plan to dispose of your old arrearage, contact the DPU consumer division for assistance.<sup>12</sup>

#### **b. Wireline Telephone**

Wireline telephone companies are more resistant to setting up new accounts for customers who owe money on old accounts. There are no rules specifically addressing the situation of customers seeking new service who owe the phone company money from a prior address. You also may be able to set up a new account by negotiating a payment plan with the telephone company to pay off what you owe. If the company will not agree to a payment plan that is reasonable based on your income, contact the DTC consumer line, at 800-392-6066 or [consumer.complaints@mass.gov](mailto:consumer.complaints@mass.gov). A DTC consumer staff person may be able to help you negotiate a better plan.



### **3. Deposits**

#### **a. Electric and Gas**

A company cannot charge you a deposit for residential electric and gas when you first receive service.<sup>13</sup>

#### **b. Wireline Telephone**

A wireline telephone company may charge you a deposit of up to \$50 if you owe them money from an old address and if you do not dispute the old bill. The telephone company may also require a deposit if you were previously shut off for failing to pay your bills. If you do pay a deposit and then pay your bills on time for six months, the telephone company must return your deposit, with interest, upon your request.<sup>14</sup>

### **4. Installation Fees**

#### **a. Electric and Gas**

Electric and gas companies generally do not charge installation fees to connect your services.<sup>15</sup>

#### **b. Wireline Telephone**

The telephone company routinely charges fees to connect a wireline telephone (as opposed to wireless) in your house to the central office. They also routinely charge for any requests you make for service, home wiring, or additional jacks. For a list of these charges, contact the phone company.

Note that if your income is at or below 135% of the federal poverty guidelines, or if you receive SSI, MassHealth Basic or Standard, SNAP (formerly Food Stamps), Veteran's assistance or federal housing assistance, you may qualify for the "Lifeline" program. The Lifeline program provides internet, landline phone or mobile phone service at a reduced cost.

For more information about the Lifeline program, go to:  
<https://www.mass.gov/how-to/apply-for-a-discounted-communications-service-through-the-lifeline-program>.

# Your Right to Continued Service

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## 1. Limited Grounds for Termination of Service

The only reason your service can be shut off involuntarily is for failure to pay for service at your current address.<sup>16</sup> (Also note that you may be able to get terminated service restored even if you owe money from your current address; see the section in this chapter on **Special Protections Against Shut-offs**).

You cannot be shut off for charges owed from a prior address or for money owed by a prior occupant.<sup>17</sup> You also cannot be shut off for non-service-related charges such as rental fees on appliances purchased from a utility company or charges for repair work performed by the utility company.<sup>18</sup>

## 2. Your Landlord Fails to Pay

If a landlord is responsible for the electricity or gas in your building and fails to pay the bills, a company cannot shut off service in the building until the tenants have been given at least 30 days' notice.<sup>19</sup> Because many of these landlord-tenant cases can become very complicated, you should immediately call the DPU if you are in this situation and also try to get legal help. Do not expect to get legal help from the DPU.

Tenants can avoid the shut-off by banding together and agreeing to pay a "projected bill." You have a right to deduct from your rent any payments you make to the utility company, and you are protected from *retaliation* by the landlord. If you withhold rent for this purpose, you may also ask the DPU to establish a payment plan.

Tenants generally cannot be held responsible for any portion of the landlord's previous bills. The utility company can petition for a *hearing* at the DPU to show that the tenants should pay part or all of the previous bills, but to win such a hearing the company has to prove that the tenants withheld more rent than it would take to pay the bills, that the tenants had no other reason for withholding rent, and that it would not be an undue burden for the tenants to pay the bills.<sup>20</sup>

The failure of a landlord to pay for and provide utilities to tenants will usually violate other state housing laws. For example, if a landlord does not provide electricity or gas for heat during the winter, they are violating the state Sanitary Code. Tenants who bring lawsuits against landlords for these violations can win up to three months' rent and attorneys' fees. Tenants may also want to ask the court to appoint a temporary landlord called a *receiver* to manage the building. For more information on receiverships, see **Chapter 11: Receiverships**.

# Special Protections Against Shut-offs

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Customers are often protected against a utility company's shutting off their service, even if they cannot afford to pay their bills. These special protections are discussed below.

## 1. Serious Illness or Personal Safety

### a. Electric, Gas, and Water

Electric, gas, and private water companies<sup>21</sup> cannot shut off your service if you, your child, or someone else in your household is seriously ill and you cannot afford to pay your bills because of financial hardship.<sup>22</sup> The utility companies must treat any medical condition that a doctor, nurse practitioner or physician's assistant considers a serious illness as a serious illness, unless the company seeks a hearing at the DPU to challenge the medical letter. Serious illness can include mental health conditions such as major depression, anxiety disorder, Post-Traumatic Stress Disorder (PTSD), and Attention Deficit Hyperactivity Disorder (ADHD). It can also include chronic physical health problems such as diabetes, asthma, and fibromyalgia. Or, it can be a temporary serious illness such as pneumonia or the flu.

To protect yourself against a shut-off, you should take the following steps as soon as possible:

- § Contact your doctor, physician's assistant, nurse practitioner, or the local Board of Health and explain your situation. Ask them to immediately contact the utility company by phone and tell the company that you are or someone in your household is seriously ill. Make sure the doctor or Board of Health has your name and address to give to the utility.

Within seven days of this initial phone contact, the medical professional or Board of Health must send a letter to the utility company certifying the illness. See the sample letter (**Form 7**) and sample form letter (**Form 8**) that can be given to your doctor to fill out. Tell your doctor to include the words "serious illness" in the letter and to describe the illness. If it is a chronic or long-term illness, the doctor should include the words "chronic illness" in the letter. A letter that states that the illness is a "chronic illness" will result in 180 days of protection before you have to renew, while a letter that does not state this will result in only 90 days of protection. If you are uncomfortable having the utility know the type of illness, a letter from the medical practitioner that simply includes the words "serious illness" or "chronic, serious illness" should be sufficient.

Note: If the company refuses to honor the initial phone call from the doctor, physician's assistant, nurse practitioner, or Board of Health, report

this immediately to the DPU's Consumer Division and request that the DPU order the company to continue your service.

- § Contact the company and ask them to send you a financial hardship form. The financial hardship form may also be available on your utility company's website. You must complete and submit this form as proof that you are unable to pay the amount you owe.
- § Your doctor, physician's assistant, nurse practitioner, or the Board of Health will need to send a new letter at the end of the protected period (180 days for an illness certified as chronic and 90 days for an illness not certified as chronic). Serious illness letters can be renewed for as long as the illness persists.

#### **b. Wireline Telephone**

Some land line telephone customers are eligible for a similar "serious illness" protection.<sup>23</sup> However, the doctor's letter must be renewed every 30 days even if the illness is specified as chronic, with a maximum of two renewals (a maximum total of 90 days of protection). By the end of the protection period, you must either pay the total amount owed or enter into a payment plan with the company in order to prevent shut-off.

You can also receive up to 30 days of protection when there is a "personal emergency" in which lack of access to a phone endangers the health or safety of a household member.<sup>24</sup>

A personal emergency can include domestic violence or threats from a past abuser, or any other crisis or threat that requires access to a phone. If you need protection from shut-off because of an emergency, you must write a letter to the company explaining your emergency and why you are unable to pay your bills. You should also call the company and alert a Customer Service representative to your situation. By the end of the 30-day protection period, you must either pay the amount that you owe or enter into a payment plan with the company.

If you have difficulty getting a phone company to protect your account from shut-off based on a serious illness or personal emergency, call the DTC Consumer Division at (800) 392-6066. Even though there are regulations that set certain time limits as to how long the telephone company is required to give protection, if you need protection you should try to persuade the company to extend the protection period.

## **2. Winter Protection**

### **a. Electric and Gas**

Electric and gas companies cannot shut off your service between November 15 and March 15 if you cannot afford to pay your utility bills and if the service is used to heat your house. (This March 15 end-date is often extended to April 1 by the DPU.) To get the protection, you need only to fill out a financial hardship form.<sup>25</sup>

If you think you may have trouble paying winter heat bills, call your company and ask them to send you a financial hardship form. Fill it out and return it as soon as possible. After you do this, you are protected against a shut-off between November 15 and March 15 (or a later date, if the DPU extends the winter moratorium).

## **3. Families with Infants**

### **a. Electric, Gas, and Water**

Electric, gas, and private water companies cannot shut off your service if you cannot afford to pay your bill and if there is an infant under one year old living in your house.<sup>26</sup> To get this protection, you must submit a financial hardship form. You must also prove your child's age, through a birth certificate, letter, or official document from a physician, hospital, government agency, clergy, or religious institution.

## **4. Elderly Households**

### **a. Electric, Gas, Water, and Telephone**

If you and all the adult members of your household are 65 years or older, it is very difficult for a company to shut off utility service—so difficult that it almost never happens. (If the elderly household is also low-income, the prohibition on terminating service is definite.) The rules covering electric, gas, water, and telephone service shut-offs for elderly households require the following:<sup>27</sup>

- § Companies must establish procedures to identify households in which all adult members are 65 or older. To protect yourself, you should notify the utility company if every adult in your household is 65 or older.
- § Companies must allow elderly households to identify a third-party contact person who can warn them if a utility company threatens to shut off service. To get this protection, contact your utility company and ask for a Third Party Notification Form. You can name a friend, relative, or home-care provider as a third party. After you give a company this form, the

company must then notify your third party of all overdue bills and shut-off notices. This third party is not legally responsible for paying your bill.

- § Companies cannot shut off service to elderly households without written permission from the DPU. Because this would involve a hearing before the DPU, companies rarely even request permission to shut off service to elders.

## **What to Do to Restore Your Service**

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Most of the grounds for preventing termination of service are also grounds for getting service restored once it has been shut off.

### **1. If You Qualify for a Special Protection**

If your utility service has already been terminated, you have the right to get it restored if you are eligible for any of the protections discussed in the **Special Protections Against Shut-offs** section in this chapter. Note, however, that this right to get service restored is not indefinite.

While the DPU has never defined how long after a termination a customer can ask to have service restored based on a Special Protection, companies may refuse to restore service if the customer has been terminated for 90 days or more. If you are trying to get service restored, but the company refuses because it claims you are no longer a customer or have been terminated too long, contact the DPU Consumer Division.

Putting aside the question about how long a customer retains the right to restore terminated service, **the utility company must restore your service** if you can show financial hardship and one of the following:

**For Electricity, Gas, Private Water Company and Wireline Telephone:** A household member is seriously ill. This can include an adult, child, or other household members who has any physical, mental, or emotional condition or health problem that a doctor (or certain other healthcare providers) believes is a serious illness.

- § **For Electricity, Gas, Private Water Company, and Wireline Telephone:** Every adult in the household is over age 65 and the company has not gotten permission from DPU to terminate service.
- § **For Electricity, Gas, and Private Water:** A child under 1 year of age is living in the home, *whether or not* the child was born before the service was terminated for non-payment.
- § **For Electricity and Gas:** It is between November 15 and March 15 and the utility provides heat or is needed to run the furnace or heating system.
- § **For Telephone:** You have a personal emergency requiring access to a phone.

If your household is eligible for one of these protections, you should notify the company immediately. To do this, follow the steps outlined in the **Special Protections Against Shut-offs** section in this chapter. If the company refuses to restore your service, call DPU (or DTC, in the case of telephone service) for assistance.

## **2. If the Company Did Not Follow Proper Procedures**

If the company did not follow the procedures listed in the next section in this chapter, called **Your Rights During the Termination Process**, before shutting off your service, it should restore your service and go through the proper procedures. You should call the company immediately; explain which procedures were not followed and ask that your service be restored until the proper procedures are followed and you are given a chance to respond to them. If the company refuses, call the DPU.

## **3. If You Are Trying to Set Up an Account at a New Address**

If you are trying to set up an electricity or gas account at a new address and you owe the company money, you may have to sign a "Cromwell Waiver" (some companies do not have a particular name for the form) which states that you are still responsible for the prior bills and that your new service can be terminated if you fail to pay them. You must then set up a payment plan for paying off the old arrearage. The company will often require that you pay half of the arrearage upfront. If you cannot do this and cannot get the company to agree to a different arrangement, call the DPU for assistance. For more information, see the section in this chapter called **Your Right to Obtain Service**.

# Your Rights During the Termination Process

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## 1. Electric, Gas, and Water<sup>28</sup>

If a company tries to shut off your service for failure to pay for service at your current address, it must comply with the following procedures:

- § The company must first send the initial bill. You have at least 48 days from the day that you receive this initial bill until a company can shut off your service for not paying the bill.
- § The company must then send you a reminder notice called a "Second Request for Payment." The company must wait at least 27 days after sending you the first bill before sending you a reminder notice.
- § The company must send you a "Final Notice of Termination." It must wait until 45 days after sending you the first bill before sending you a final notice. This notice must give you at least 72 hours' (three days') notice as to when the termination will actually happen for gas and electricity, or 36 hours' (one and a half days') notice for water.<sup>29</sup>
- § A company cannot terminate your account for non-payment of any portion of any bill that you are disputing.<sup>30</sup> If you think that you have been billed incorrectly, you can dispute your bill by contacting the company by phone, mail, or in person. The company then must investigate your claim and notify you in writing of the results of the investigation. If you disagree with the company's findings, you can file an appeal at the DPU and request a hearing.
- § Any company employee attempting to shut off your service must first see if anyone is home and explain to that person that service is about to be terminated. The employee must present that person with a notice describing all of the special termination protections, which include serious illness, infants, winter protection, and the protection for elders. The employee must postpone the shut-off for three days if you claim any of the protections. If no one is home, however, the company can shut off your



service, but must leave a financial hardship form and a notice describing available protections under your door.

- § Shut-offs can be done only between 8 a.m. and 4 p.m., Monday through Thursday. Shut-offs cannot be done on a Friday, Saturday, Sunday, holiday, or the day before a holiday.
- § During the winter months, electric and gas companies must call you or notify you in person before shutting off your heat-related service.<sup>31</sup>

## 2. Telephone<sup>32</sup>

For some land line telephone customers, telephone companies must follow termination procedures similar to those required of electric, gas, and water companies, with the following differences:

- § You have a minimum of 45 days, rather than 48 days, between the initial bill and a potential shut-off. A telephone company has to wait 30 days after sending you an initial bill before it can send you a first termination notice, and the first termination notice has to be sent 15 days before the shut-off date.
- § The telephone company does not have to send you a second request for payment before sending you the first termination notice. However, the company must send you two termination notices, the second of which must be sent five days before the shut-off.
- § Regardless of the season, telephone companies must make at least one telephone call to inform you that a shut-off is scheduled. If no one answers, however, the shut-off can be completed.<sup>33</sup>
- § There is no requirement that a company employee attempting to shut off your service check to see if you are at home or leave information under your door.

## Getting Help Paying Your Bills

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### 1. Payment Plans

Many customers cannot afford to pay their utility bills and are not eligible for any of the special protections against shut-offs previously discussed in the section in this chapter called **Special Protections Against Shut-offs**. If you find yourself in this situation, you still are eligible for a **payment plan**.

Utility companies must provide customers with payment plans that allow a customer to take several months to pay overdue bills.<sup>34</sup> You have the absolute right to spread payment of overdue bills over a minimum of four months.

**Do not agree to pay more in a shorter amount of time if you cannot afford it.**

If your budget does not allow you to pay the balance in four months, you should ask for a longer amount of time. Try to work out an acceptable payment plan with the company. If you qualify for the discount rate and/or fuel assistance (see the sections below) and have not received them, tell the company that you will apply and that this will reduce your future bills. This should make the company willing to negotiate a better payment plan (such as requiring less money up-front), since it indicates that you will be in a better position to make payments in the future.

Finally, you may be able to reduce the amount that you owe the company, and thereby get the company to agree to a better payment plan, by getting the low-income discount applied *retroactively* to your account. For more information see the following section, **Discount Rates**.

If the utility company won't allow you enough time to pay your overdue bill, call the DPU and say that you want a longer payment plan than the company is offering because you can't afford to pay more quickly.

For many customers, "Arrearage Management Programs" (discussed below) are a better option than a regular payment plan, since the customer is only obligated to pay current bills as they arrive, and not required to pay off the amount in arrears.

## **2. Discount Rates**

### **a. Getting Discounted Rates on Future Bills**

State law requires all **non-municipal electric and gas companies** to provide discounted rates to low-income customers who receive or are eligible for public benefits.<sup>35</sup> You can get a discount on your electric and gas bills if your income is at or below 60% of state median income (see the chart at the end of this chapter) and you receive any benefits under any income-tested benefits program, including (but not limited to) the following benefits:

- § TAFDC, cash assistance,
- § EAEDC, cash assistance,
- § SSI, cash assistance,
- § State Veterans Services benefits,
- § Women, Infant & Children (WIC) benefits
- § Emergency Assistance shelter benefits,
- § SNAP benefits (formerly Food Stamps),
- § Most MassHealth programs,
- § Refugee Resettlement Program benefits,
- § HEAP (formerly called LIHEAP or fuel assistance),
- § Certain kinds of veterans' benefits, or
- § If your child is enrolled in Head Start or the School Breakfast or School Lunch Program.

The discounted rates can lower your bills by 25% or more, depending on the company, and therefore can save you a substantial amount of money each year. You can also get discounts from most **local telephone companies** if you receive various public benefits, including SSI, MassHealth Basic or Standard, SNAP (formerly Food Stamps), HEAP (fuel assistance), free school lunch, Head Start, Veteran's assistance or federal housing assistance.

The "Lifeline" program provides discounted landline, mobile phone, or broadband service to eligible households.

For more information about Lifeline in Massachusetts: [mass.gov/how-to/apply-for-a-discounted-communications-service-through-the-lifeline-program](https://mass.gov/how-to/apply-for-a-discounted-communications-service-through-the-lifeline-program).

#### **b. Getting the Discounts Applied Retroactively**

There are three different ways that discount rates can be applied retroactively.

First, some companies may put customers who receive HEAP onto the discount rates as of November 1, regardless of when the customer actually applies for and gets approved for HEAP during the winter months. There are no rules or regulations that require companies to do this, but some companies will do this if requested by the customer.

Second, if you apply on your own to get the discount rates, you should (but may not) be placed on the discount rate back to the day of application. For example, if the company takes two months to process the discount rate application, you should not lose two months of the discount, but should instead ask to be placed on the discount rate as of the date of your application. But, again, there are no rules or regulations that require the company to do so.

Third, every regulated gas and electric company in the state has voluntarily agreed that it will place customers on the discount rate retroactively if the customer has in fact been eligible for the rate for some period of time but did not know to apply. National Grid has formally adopted this practice in a written policy.<sup>36</sup>

Some of the companies do not consistently comply with this agreement. **Customers themselves cannot call the company to ask for this type of retroactive application of the discount. Only advocates can do so, on behalf of their clients-customers, and only certain specified individuals at the companies will respond to these requests.** If you are an advocate and need more information about how to contact the company regarding retroactive application of the discount, contact the National Consumer Law Center at [stayconnected@nclc.org](mailto:stayconnected@nclc.org).

### 3. Arrearage Management Programs

Each electric and gas company offers an “Arrearage Management Program” (AMP). In an AMP, the company provides a credit against overdue amounts (arrears) every time the customer pays the current monthly bill.

For example, if a customer owes \$1,200 and the company estimates that the customer’s bills will be \$1,800 over the next 12 months (\$150 per month), the AMP generally works as follows: the company bills the customer the \$150 every month, levelizing the bills so they are the same every month. Every time the customer makes a payment of \$150, the company provides a credit against the overdue amount, often  $\frac{1}{12}$  of that amount. In this case, the credit would be \$100 ( $\frac{1}{12}$  of the \$1,200 arrearage) every time the customer makes a payment. While the details vary from company to company, the concept is the same: customers are rewarded with credits against the arrearage every time they pay the current monthly bill.

To find out how to enroll in your company’s AMP, call the customer service number on your bill.

## 4. Fuel Assistance Program

The state operates a fuel assistance program that assists low-income households in paying their heating-related bills, which is called the Home Energy Assistance Program (HEAP). The program is run by the Executive Office of Housing and Livable Communities (EOHLC). Gas customers are eligible for fuel assistance payments only if they use gas for home heating. Electric customers are eligible if they heat with electricity and sometimes may receive payments on the electric bill if they use electricity to operate their heating system; for example, if the motors or fans on an oil-fired furnace run on electricity. For those who heat with oil, propane, kerosene, coal, or wood, the program pays whichever company delivers that fuel.

All households (except certain non-citizens) earning less than 60% of state median income are financially eligible for fuel assistance.

The actual amount of assistance has varied somewhat over the past several years. The amount that you receive will depend on your income, household size, and whether you live in subsidized housing.

You must apply for fuel assistance between November and April. To find out where to apply in your area, call 800-632-8175 or review the Cold Relief brochure at <https://www.mass.gov/info-details/learn-about-home-energy-assistance-heap>. The Cold Relief brochure also lists the income eligibility limits for HEAP.

The Fiscal Year 2025 version of the brochure can be found here: [mass.gov/info-details/learn-about-home-energy-assistance-heap](https://www.mass.gov/info-details/learn-about-home-energy-assistance-heap). The Cold Relief brochure also lists the income eligibility limits for HEAP.

## 5. Private Sources

Many utility companies voluntarily participate in a program called the Good Neighbor Fund, run by the Salvation Army.

This fund provides modest payments to help people pay their gas, electric, and oil bills. To be eligible for payments, a family must have income between 60% and 80% of the state median income. To find out more about the Good Neighbor Fund, contact your local Salvation Army or go to: [www.magoodneighbor.org/assistance.html](http://www.magoodneighbor.org/assistance.html).

In addition to the Good Neighbor Fund, there are statewide and local charities that sometimes help people with their heating bills. There is no central listing of all of these charitable sources, but a good place to start is by calling the United

Way, the local chapter of St. Vincent dePaul, or local churches. In addition, each local fuel assistance agency knows of charities that can help pay energy bills.

## **6. Relocation Benefits**

There are some relocation benefits available to help with utility arrears or deposits.

### **Department of Transitional Assistance**

The Department of Transitional Assistance (DTA) will pay up to \$1,000 to help get permanent housing for some families who are leaving a shelter or a teen living program. This benefit may be used for advance rent, security deposit, rent arrears, utility arrears or deposits, storage, moving expenses, or other relocation costs. The relocation benefit is available through a DTA worker for:

- § a family receiving TAFDC cash assistance or EAEDC cash assistance who has been in emergency shelter for 60 days or more,
- § a family receiving TAFDC cash assistance who has been in a domestic violence shelter for 60 days or more, or
- § a teen parent age 18 or 19 who has been in a structured teen living program for 60 days or more and can live independently.<sup>37</sup>

DTA will pay the benefit directly to the vendor, such as the landlord, utility, or storage company. You cannot get reimbursement for expenses you've already paid directly.

You can get the \$1,000 relocation benefit only once in a 12-month period. Families can receive both a relocation benefit and HomeBase assistance (see below) as long as those payments are not covering the same item.

### **Residential Assistance for Families in Transition**

The Executive of Housing and Livable Communities (EOHLC) has several programs that may assist with relocation. Residential Assistance for Families in Transition (RAFT) is a homelessness prevention program that can provide relocation assistance of up to \$7,000. You may be able to use the money for rent, utilities, moving costs, and mortgage payments. To apply or find out if you are eligible, visit [mass.gov/how-to/apply-for-raft-emergency-help-for-housing-costs](https://www.mass.gov/how-to/apply-for-raft-emergency-help-for-housing-costs).

### **HomeBASE**

If you are experiencing or are at imminent risk of homelessness and are pregnant or have a child under 21, you may be eligible for Emergency Assistance (EA) shelter. If you are found eligible for EA you may also apply for HomeBASE benefits to help you avoid going into shelter or help you leave shelter.

HomeBASE can currently provide at least \$30,000 over 24 months to be used for rent, utility arrears or other expenses.<sup>38</sup> The EA shelter program, including HomeBASE, is run by EOHL.

To apply or find out if you are eligible, visit [mass.gov/info-details/homebase#what-can-homebase-pay-for?](https://www.mass.gov/info-details/homebase#what-can-homebase-pay-for?) .

For more information see the Emergency Assistance Advocacy Guide prepared by the Massachusetts Law Reform Institute, available at [www.masslegalhelp.org/homelessness/emergency-assistance/advocacy-guide](http://www.masslegalhelp.org/homelessness/emergency-assistance/advocacy-guide).

### **Supplemental Security Income Special Benefits**

Individuals who receive Supplemental Security Income (SSI) may be eligible for state-funded Special Benefits of up to \$150 in moving costs to move within the state if the current living situation has been certified as substandard; a move is required due to health, safety, or other conditions; or the individual is moving into subsidized housing. Special Benefits for SSI recipients may also be available to cover the cost of replacing furniture, household equipment, food, clothing, or supplies lost as a result of a fire or other natural disaster. Ask about Special Benefits at your local DTA office.

For more information and help getting the benefit go to: <https://www.masslegalservices.org/content/moving-benefit-ssi-recipients-150-cash-payment-dta>.

## **Lowering Your Bills Further**

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Besides applying for the low-income discount, fuel assistance, the Good Neighbor Fund, and/or funds from other private sources, you can take the following steps to reduce your monthly electricity and gas bills.

### **1. Continuous Level Billing**

If you have trouble paying your heating bills in the winter, you may want to consider this payment option for your heat source utility. With continuous level billing, the company averages your usage from the past year in order to estimate your average monthly bill. You are then billed this fixed amount every month. For example: Assume you have electric heat and pay \$200 per month for the six months when the weather is cold, but only \$60 per month for the six months when the weather is warm. Your average monthly bill is \$130 per month. With continuous level billing, the company would bill you \$130 each month year-round, so that you can avoid ever having to pay out \$200 at one time. Companies generally enroll customers on level billing plans during the summer and fall months and require that the customer be current on their bills to be able to enroll. However, since the leveled bills are estimates, every several months

the company will send a “true up” bill (up or down) to correct for any differences between the estimates and actual usage.

## **2. Weatherization and Heating System Programs**

Your heating and cooling bills may be too high due to drafts, cracks, poor insulation, or an inefficient or broken heating system. Weatherizing your house or apartment and repairing your heating system can significantly reduce your bills.

There are local organizations across Massachusetts that receive funding from the U.S. Department of Energy and from utility companies to provide weatherization assistance to low-income tenants and homeowners. To qualify for this assistance, your household income must be under 60% of median income.

If you qualify, the organization will send a certified energy auditor to inspect your home. If the auditor finds that your home needs sealing, insulation, weatherstripping, or minor repairs related to weatherization, or that your heating system needs repair or replacement, the organization will hire a contractor to do the work at no cost to you. In addition, the local energy agency may also recommend, and pay for, installation of an air source heat pump (ASHP) to replace an existing heating system. An ASHP provides both heat in the winter and heat in the summer.

To find the nearest organization offering weatherization services, call the EOHLC Heatline at 800-632-8175 or see the Cold Relief brochure, the most recent version can be found here: <https://www.mass.gov/info-details/learn-about-home-energy-assistance-heap>.

## **3. Getting Repairs Made**

If your windows, flooring, walls, heating system, or thermostat need repairs, this can increase your heating and cooling bills substantially. Your landlord is responsible for keeping your apartment in safe and habitable condition. See **Chapter 8: Getting Repairs Made** for information on what to do.



# Common Problems and Situations to Avoid

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## 1. Another Person's Bill

### a. Deserted spouse and domestic violence situations

A victim of domestic violence who remains in the home after the perpetrator leaves (whether after getting an order that the perpetrator leave, or for other reasons) is not responsible for bills rendered in the name of the perpetrator. To obtain the benefit of this rule, you should call the utility company and ask that a new account be opened in your name. You should do this as quickly as possible. If you do not inform the company that your spouse or domestic partner has left, a dispute will often arise as to when they actually left. The company may also claim that you accepted responsibility for your spouse's old bills by leaving the account in their name for as long as you did. Therefore, it is strongly recommended that you make the change promptly.

### b. Roommate

When a roommate who is **the customer named on the utility bill** moves out of an apartment, the remaining roommate is not responsible for the departed roommate's bills.<sup>39</sup> For purposes of this rule, two unmarried people living together would be considered “ roommates.”

### c. Landlord Transfers Bill to Tenant

When a landlord wishes to transfer responsibility for a utility bill from themselves to a tenant, they cannot simply do so by calling the company. The tenant must agree in writing with the landlord and the utility must be separately metered.<sup>40</sup> If you have not agreed in writing to a utility bill being put in your name, call the utility company and ask that the bill be taken out of your name. If your landlord then refuses to pay the bill, the company cannot shut off your service without giving you notice. For more information, see the section in this chapter called **Your Right to Continued Service.**

## 2. Estimated Bills

Utility companies are required to read your meter on a regular basis. When they read your meter and send you a bill, your bill is based on your actual use. Utility companies are also allowed to send customers "estimated bills" based on your estimated use. The problem with too many estimated bills is that if the company estimates your utility use on the low side, you eventually will receive a large "catch-up" bill once a company reads your meter and determines your actual use. Companies can also estimate on the high side and you may be paying more than you should.

You will know if it is an estimated bill because the word "ESTIMATE" must appear clearly on the face of the bill. A company may alternate between bills based on a meter reading one month and on estimated use the next month. A company cannot, however, send you two estimated bills in a row unless:

- § You deny the company access to the meter, or
- § The company cannot read the meter for reasons beyond its control.<sup>41</sup>

If you want your bill to be based on your actual use every month, you may be able to read the meter yourself and report your reading to the company over the phone or through a meter reading card provided by the company. However, this may not be available at all companies. You can also contact the company and make arrangements for your meter to be read at a time when you will be home, including in the evening or on a Saturday.

## 3. Excessively High Bills and Illegal Metering Problems

Customers often complain that their utility bills are too high. Unfortunately, the reason in most cases is simply that rates are so high. If you heat with gas or electricity, your utility bills can easily exceed \$2,000 per year. Even the electricity needed to run lights, a refrigerator, and a few other appliances can cost \$150 or more per month.

### a. Illegal Tapping

A high bill may, however, indicate that you have a problem. In some cases, someone may be illegally tapping into your utility lines—that is, someone may be using utility service from the line you pay for. This is more common in apartment buildings, where all the meters may be accessible in a common area, such as a basement. If you suspect that your gas or electrical service is being illegally tapped or diverted, call the utility company and the DPU.

Although neither the company nor the DPU is required by law to conduct a thorough physical inspection of your premises for illegal tapping, they may offer to test a meter or help in some fashion. If the company and the DPU can't or won't help you, you may have to hire an electrician or plumber to locate the problem.

**b. Incorrect Metering**

High bills may also occur when the landlord installs too few meters in a multi-family building or attaches common-area lights or appliances to an individual tenant's meter. For example, a renovated Victorian house may now have three apartments, but only two meters. Or, the landlord may have hooked up the hallway lights or a common dryer to your apartment's meter, so that you are paying for these on top of the charges for your own apartment. You may, therefore, be paying for your neighbor's utilities as well as your own. These sloppy metering practices are illegal under the state Sanitary Code.<sup>42</sup>

If you believe that the owner has violated the provisions of the Sanitary Code regarding metering requirements, call the local Board of Health and ask for an inspection. If the Board of Health says that there is a metering problem, give a copy of the Board's report to the utility company within 60 days. The law requires the utility company to switch your entire bill to your landlord's name until the Board of Health certifies that the problem has been fixed.

If you paid for the heat, hot water, air conditioner, dryer, refrigerator, or freezer of another apartment or common area, the company must also refund you all of the utility bills that you paid during the period of improper metering, up to two years. If the incorrect metering resulted in your paying only for a common-area light, doorbell, and/or smoke or fire alarm, the company will refund you a total of \$10 per month for the relevant period.<sup>43</sup>

There is another kind of incorrect metering, called *cross-metering*, when the meters of two apartments are completely crossed. In this situation, each tenant is being billed for the utilities used by the other apartment. The DPU has ruled that when this kind of cross-metering is the fault of the utility company, the customer cannot be held responsible. If you think that you are being billed for someone else's energy use instead of your own, call the utility company and ask the company to "flash" your meter. If it turns out that your meter has been crossed with someone else's due to the company's negligence and that you have been overcharged, the company will not be allowed to collect for any excess usage that was not previously billed. If it turns out that you were undercharged, the company cannot require you to make up the difference if the cross-metering was due to the company's negligence.<sup>44</sup>

### c. **Defective Appliances**

You may have defective or inefficient appliances that are using too much electricity or gas, thus causing unusually high bills. Again, you can try calling the utility company to see if they can offer any help. But you may have to hire a plumber or electrician to get a satisfactory answer to your problem. If the appliances belong to the property owner, they may have an obligation to keep them in good working order under the state Sanitary Code.

## **4. Who's Responsible for Paying Bills**

Your landlord may legally be responsible for utility bills that you have verbally agreed to pay. The state Sanitary Code requires a landlord to pay for the fuel used for hot water and space heating, as well as other electric and gas bills, unless you have signed a written agreement stating that you are responsible for these bills.<sup>45</sup> **If you have not agreed in writing to pay these bills, the landlord cannot make you pay them.**

However, if you pay the bills under a verbal agreement, you may have trouble getting the landlord to reimburse you later. The Massachusetts courts agree that it is a deceptive practice under the state's consumer rights law for a landlord to force a tenant to pay utility bills without a written agreement. However, even if there is such an agreement, the courts usually will not order a landlord to reimburse the tenant for bills that the tenant has already paid. Instead, the courts simply award the tenant \$25 in *damages* and require the landlord to pay the tenant's legal fees.

There are two exceptions to this: If the tenant can show that they had to live without utilities for any period of time as a result of the landlord's not paying the bills, a court may award more money. Also, if the tenant can show that the combined cost of their rent and their utility bills is more than the *fair market value* of the apartment with utilities included, the court may award the tenant the difference between the two amounts.<sup>46</sup>

## **5. The Risk of Competitive Supply and Certain Solar Sales**

There are two types of energy transactions which carry the risks of consumer harm: competitive supply of energy, and certain solar sales. Consumers should be wary of each, but particularly competitive supply of electricity

### **a. Competitive supply of electricity**

For more than two decades now, most electric and gas customers have been able to buy their supply of electricity or gas from largely unregulated, competitive companies. The electricity is still delivered by the regulated company, such as Eversource, National Grid, Unitil, and the regulated company sends the bills, maintains the lines and infrastructure, and provides customer service.

Customers obtain their supply of competitive electricity or gas in two ways: either by individually signing up with a competitive supplier, or because they live in a city or town that has “aggregated” the customers in that municipality, and the municipality has chosen a competitive supplier for its residents. This latter “municipal aggregation” approach has posed few problems for consumers. But when individuals sign up for competitive supply, there are a host of problems.

First, some individuals who have competitive supply never actually signed up! A salesperson may have come to their door, or called by phone, and obtained enough information about the individual to switch them to competitive supply without permission. **Beware** of anyone coming to your door or approaching you in a store who is claiming that they “work for the electric company” or “guarantee that your bills will go down.” Do not give out your account number or personal information unless you are sure you know who you are dealing with and want to switch.

Second, studies by the Massachusetts Attorney General have documented that the vast majority of individuals who switch to competitive supply paid more — often, much more — than if they had just stayed with the regulated distribution company such as Eversource, National Grid, and Unitil. While a relatively few customers have saved a relatively small amount of money, it requires a fair amount of research to find a deal where you will come out ahead.

Third, the competitive supply companies may offer incentives to switch to them, such as a gift card, but those incentives rarely are worth paying the higher, resulting electric bills.

In general, customers should avoid switching. It is worth reviewing your electric and gas bills carefully to make sure you have not unknowingly been switched to competitive supply. Look at the “supplier” or “supplier charges” portion of your bill. If there is any company name other than that of a regulated distribution company, you may have been “slammed”: switched without your permission. However, check with your city or town hall first, as you may live in a municipality that has aggregated its residents. As noted at the beginning of this section, municipal aggregations have generally not resulted in customers paying higher bills; or, if so, only slightly higher.

If you think you've been slammed or otherwise harmed by a competitive supplier, you should file complaints with the DPU and the state Attorney General's office.

At DPU: 877 866-5066, or [DPUCustomerComplaints@mass.gov](mailto:DPUCustomerComplaints@mass.gov)

At AG: 617 727-8400, or [mass.gov/how-to/file-a-consumer-complaint](https://www.mass.gov/how-to/file-a-consumer-complaint)

## **b. Solar energy**

Electricity customers can obtain solar energy in two ways: by installing solar panels on the roof, or by joining a “community solar” project.

Of course, renters don't have a roof where they can install solar.

For renters, community solar is far less risky, as it does not involve paying to install the panels, nor is financing needed. However, there are risks involved in terms of ensuring that the household's energy bills will in fact be lower. Again, before signing a community solar deal, it is best to consult a state agency or other trusted source for information, such as the Massachusetts Clean Energy Center.

## **Special Rules for Tenants Living in Condominiums**

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If you live in a condominium as a tenant and you face the loss or the threat of the loss of utility service due to the failure of the association to pay utility or heat bills, there are steps you can take to protect your rights.

The DPU has published regulations that apply to condominiums. These regulations also describe which other DPU rules apply to condo associations, to individual condo unit owners, and to tenants in condo units.<sup>47</sup> The regulations allow a condominium association to choose either the residential or commercial rate of the utility company, whichever is cheaper.<sup>48</sup>

The general DPU rules regarding pending bills, providing notice of termination, and offering payment plans apply when condo associations are customers. When units are separately metered, companies must give individual condo unit owners all special protections against shut-offs, as described in this chapter.<sup>49</sup> When a condo unit is rented to a tenant, that tenant has all the rights described previously in this chapter about when landlords fail to pay.<sup>50</sup>

## Endnotes

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1. See generally G.L. c. 164 (gas and electricity); G.L. c. 165 (water); 220 C.M.R. §25.00 (billing and termination regulations for gas, electric, and water companies).
2. [DPU 18448](https://www.mass.gov/files/2017-07/DPU%2018448%20Telephone%20Billing%20and%20Termination%20Rules.pdf) (telephone regulations), available at: <https://www.mass.gov/files/2017-07/DPU%2018448%20Telephone%20Billing%20and%20Termination%20Rules.pdf>
3. [G.L. c. 164, §1F\(2\)](#); [220 C.M.R. §25.02\(1\)](#).
4. While [G.L. c. 231, §§85O, 85P](#) say that if you are 18 or older, you have reached the age of maturity and have the full legal capacity to contract, there is no statute which provides a legal basis for denying services to someone under the age of 18.
5. See [105 C.M.R. §410.130](#) requires the property owner to provide occupants with potable water. [105 C.M.R. §410.140](#) and [410.235](#) requires the property owner to install and maintain all plumbing-related facilities in good operating condition.
6. In certain limited circumstances the property owner could require the tenants to pay the water bills. [G.L. c. 186, §22](#) and [105 C.M.R §410.130\(C\)](#). Very few property owners have been willing to comply with the conditions that must be met to shift to tenants the burden of paying for water bills. For more information about the water sub-meter law go to: [masslegalhelp.org/housing-apartments-shelter/utilities/water-rights-do-landlords-or-tenants-pay-water-massachusetts](http://masslegalhelp.org/housing-apartments-shelter/utilities/water-rights-do-landlords-or-tenants-pay-water-massachusetts).
7. [105 C.M.R. §410.200](#) (specifying that the owner must provide and pay for gas and electricity, unless there is a written agreement to the contrary and the gas and electricity are metered through a meter for only the dwelling unit or other area under the exclusive use of an occupant); [105 C.M.R. §410.210](#) (specifying that the owner must provide and pay for oil unless there is a written agreement to the contrary and the oil is provided from a separate oil tank which serves only that dwelling unit). If no such written agreement exists, the landlord is legally responsible for the cost of heat and hot water even if the tenant has adopted the practice of paying for them. *Young v. Patukonis*, 24 Mass. App. Ct. 907 (1987).
8. See footnote 7.
9. See footnote 7.
10. [220 C.M.R. §27.00](#).
11. The name “Cromwell Waiver” is in reference to a Department of Public Utilities decision regarding bills owed from a prior address. See *Cromwell v. Boston Edison Company*, D.P.U. 18123 (1974).
12. The process of using "Cromwell Waivers" to get service at a new address is not required or even described anywhere in the DPU's regulations.
13. [220 C.M.R. §27.00](#). The process of using "Cromwell Waivers" to get service at a new address is not required or even described anywhere in the DPU's regulations. This prohibition on deposits applies to the privately owned utilities, such as Eversource and

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National Grid, which provide electricity and gas to 90% of the households in Massachusetts. Municipally owned utilities—for example, the Groton Electric Light Department—can charge deposits. [G.L. c. 164, §58A](#).

14. [DPU 18448, Rule 4.5](#).
15. Gas service is not available except where your company has existing distribution lines. Electric companies may not readily agree to provide service to a particularly remote rural customer unless the customer contributes to the cost of bringing a power line to the house.
16. [220 C.M.R. §25.02\(3\)](#) (general rule on utility shut-offs).
17. [G.L. c. 164, §124](#) (customer cannot be shut off for bill at prior address). [G.L. c. 164, §125](#) (customer cannot be shut off for bill of prior occupant); *Cromwell v. Boston Gas Co.*, DPU 18123 (1974).
18. [G.L. c. 164, §124B](#).
19. [G.L. c. 164, §124D](#) (electricity and gas), [G.L. c. 165, §11E](#) (water), and [220 C.M.R. §25.04\(6\)](#) (notice to tenants) contain the protections for tenants discussed in this section.
20. [220 C.M.R. §25.04](#).
21. Private water companies are regulated by DPU and are generally in more rural areas. The city/town public water departments are not regulated by the state and no state-law protections against terminations apply. The exception to this may be if you are a tenant and the property owner is billing you for water. Under [G.L. c. 186, 22\(i\)](#) property owners are prohibited from shutting off your water or refusing you water service, even if you are late in paying the water bill or have not paid your water bill. The water company, whether it is a private or a public water company, still, however, has remedies against the owner for nonpayment of the water bill. [G.L. c. 186, 22\(i\)](#).
22. [G.L. c. 164, §124A](#); [220 C.M.R. §25.03](#).
23. Customers with copper landline telephone service or regulated fiber optic telephone service remain covered by consumer protection rules, but these rules do not apply to customers with Verizon FiOS service, voice over internet phone service, cellular service, or other types of telephone service. .
24. The “Rules and Practices Relating to Telephone Service to Residential Customers”, which were adopted in docket [DPU 18448](#), [can be found here: <https://www.mass.gov/media/3936/download>](#). The serious illness provisions discussed in this section are in [DPU 18448, Rules 5.15, 5.16](#). The personal emergency rule is [5.17](#).
25. [G.L. c. 164, §124F](#); [220 C.M.R. §25.03](#).
26. [G.L. c. 164, §124H](#); [220 C.M.R. §25.03](#).



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27. The regulations covering elderly accounts are [220 C.M.R. §25.05](#) (electric, gas, water) and [DPU 18448, Part 8](#) (telephone).
  28. The procedures described in this section are mandated by [220 C.M.R. §§25.02, 25.03](#).
  29. [220 C.M.R. §25.02\(3\)](#).
  30. [220 C.M.R. §25.02\(3\)](#).
  31. [220 C.M.R. 25.03\(7\)](#).
  32. The procedures described in this section are mandated by [DPU 18448](#).
  33. [DPU 18448, Rule 5.9](#).
  34. [220 C.M.R. §25.01\(2\)](#) (definition of "payment plan"), [§25.02\(6\)](#).
  35. [G.L. c. 164, §1F\(4\)\(i\)](#); [220 C.M.R. §14.03\(2A\)](#).
  36. For National Grid, "All requests must be submitted to [consumeradvocatesne@nationalgrid.com](mailto:consumeradvocatesne@nationalgrid.com). Supporting documents showing the customer's continuous qualification for the low-income discount rate, up to 12 months prior to the date of the customer's request, must be provided with the customer's request."
  37. [106 C.M.R. §705.350\(A\)\(3\)](#).
  38. 760 CMR 65.00
  39. Key v. Boston Edison Co., DPU 19355 (1978).
  40. [105 C.M.R. §410.200](#). *Corey v. Boston Gas Co.*, DPU 19758 (1980).
  41. [220 C.M.R. §25.02\(2\)](#).
  42. See the following summary process cases for discussions of incorrect metering (the courts may refer to this as cross-metering, even where the problem is incorrect metering rather than meters that are completely switched between tenants): *Swedberg v. Welvaert*, Mass. Housing Ct., No. 10-SP-0784 (Western Div.) (Aug. 2, 2010) (ordering three months rent as damages for cross-metering); *Lavigne v. Dupelle*, Mass. Housing Ct., No. 09SP3770 (Western Div.) (July 9, 2010) (unlawful to charge tenants for entire utility bill where there was one meter for building with two units) (even with dashes in between the case number); *Lynn v. Adeeko*, Mass. Housing Ct., No. 10-SP-1379 (May 4, 2010) (where metering problem resulted in tenant paying for electricity for common areas, tenant was awarded damages equal to three months of rent); *Marquez v. Guerrero*, Mass. Housing Ct., No. 09-SP-1658 (June 2009) (tenant awarded three months of rent as damages for cross-metering); *Rinaud v. Worknick*, Mass. Housing Ct., No. 04-SP-4449 (Jan. 19, 2005) (awarding tenant three months rent as damages for cross-metering); *Shuman v. Burns*,

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- Mass. Housing Ct., No. 98-00938 (April 1, 1998) (ordering three months rent as damages for cross-metering): *Gilmore v. Lafreniere*, Mass. Housing Ct., No. 88-SP-7406-WS (Nov. 1, 1988) (tenants unlawfully billed for heat and hot water, landlord required to pay whole bill as remedy). *See also, Silva v. Brandon*, Mass. Housing Ct., No. 96-CV-00136 (Southeastern Div.) (Nov. 18, 1996) (default judgment in civil action awarded damages for cross-metering).
43. [See 220 C.M.R. §§29.01-29.13.](#)
  44. As the DPU noted in *Rapice v. Mass. Electric Company*, DPU 84-86-28, at 5 (Sept. 8, 1994), a "company may bill a customer retroactively for electricity used, but not originally billed, when that billing results from cross-metering that was not the fault of the Company [citation omitted]. . . . However, when the Department has determined that a Company was at fault for not discovering cross-metering after complaints from customers, it has found that a full abatement was warranted." *See also Thomas v. Boston Edison Company*, DPU 93-AD-30 (Nov. 1, 1994); *Van Buskirk v. Boston Gas Company*, DPU 3 (1982).
  45. [105 C.M.R. §410.200](#) (electricity and gas), [§410.210](#) (oil).
  46. *See Knott v. Laythe*, 42 Mass. App. Ct. 908, 910 (1997) (if the combined cost of rent plus utilities does not exceed the *fair market value* of the apartment with utilities included, tenant can only recover \$25 and reasonable attorney's fees under [G.L. c. 93A](#)); *Poncz v. Loftin*, 34 Mass. App. Ct. 909 (1993), *rev. den'd* 415 Mass. 1102 (1993) (tenant cannot recover cost of paying for heat and hot water under verbal agreement with landlord when tenant never asked landlord to pay bills and cannot show that apartment was made uninhabitable by defective heating equipment or interruptions in service; tenant is entitled only to nominal damages of \$25 and reasonable attorney's fees under [G.L. c. 93A](#)); *Young v. Patukonis*, 24 Mass. App. Ct. 907, 908-909 (1987) (verbal agreement to pay for heat or hot water is void). These decisions were based on the theory that the Sanitary Code allows landlords to shift the burden of payment to tenants via written agreement and that the failure to reduce a verbal agreement to writing does not in itself make the apartment uninhabitable.
  47. [220 C.M.R. §28.00.](#)
  48. [220 C.M.R. §28.04.](#)
  49. [220 C.M.R. §28.05\(1\).](#)
  50. [220 C.M.R. §28.05\(2\).](#)