

## Security Deposits

### Tenants' Rights in Massachusetts

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A security deposit is a sum of money that you pay to a landlord when you first sign your lease or move in. Landlords can charge a security deposit to pay for damage you might cause. They keep your security deposit until you move out. Your landlord must:

- **Keep your security deposit in a bank account**, separate from their own money.
- **Give you a receipt within 30 days** of receiving your security deposit. The receipt must tell you what bank your security deposit is in.
- **Pay you interest** on your security deposit and last month's rent once a year. If they don't, you can subtract that amount from your next month's rent.

### How much can a landlord charge for a security deposit?

A security deposit cannot be more than your 1st month's rent.

When you move in, landlords can only charge you for:

- first and last month's rent,
- a new lock and key, and
- a security deposit.

A landlord is not allowed to charge other fees like pet, cleaning, or application fees. See [MassLegalHelp.org/LT-Illegal-Fees](https://www.mass.gov/info-details/masslegalhelp-org/lt-illegal-fees).

### Public and Subsidized Housing

Landlords may charge a security deposit if you live in public or subsidized housing. The amount depends on the subsidy you have.

- **Federal public housing:** A security deposit can't be more than 1 month's rent.
- **State public housing:** You don't pay a security deposit unless you ask to have a pet. This doesn't apply to service animals.
- **Section 8 voucher under the Housing Choice Voucher or Project-Based Voucher program:** The landlord can charge up to 1 month's total rent. That is, your share plus the housing agency's share. If 1 month's total rent is \$1,000, you may have to pay a \$1,000 deposit.
- **Project-based Section 8 assistance in privately-owned multifamily housing:** Look at your lease. Project-based Section 8 assistance is not a voucher.
- **Voucher funded by MRVP or AHVP:** The landlord may charge you a security deposit up to 1 total month's rent.

### What can my security deposit be used for?

After you move out, your landlord can only use your security deposit to repair damages you or your guests caused or to pay unpaid rent. Landlords are not allowed to use the security deposit for routine painting, cleaning, or small repairs. If you withheld rent because of bad conditions, they cannot use the security deposit to pay unpaid rent.

## Protect Yourself When You Move In

The **most important thing you can do to protect yourself is to get a receipt** for the security deposit and for any money you pay the landlord when you move in. If they do not give receipts, use **Rent Receipt (Form 2)**. Other ways to protect a security deposit:

- Only pay in cash if the landlord can give you a receipt right away.
- Keep receipts and other papers related to your apartment in a safe place.
- If the landlord takes your security deposit, they must also give you a Statement of Condition within 10 days of moving in. If they don't send you one, you can create your own. Use **Statement of Condition (Form 3)**. Send it to your landlord with the list of anything broken or damaged. Keep a copy for yourself.

## What if my landlord changes?

**You should not lose a security deposit or last month's rent payment** if a property is sold, foreclosed, or has new management. Your landlord should send your security deposit and last month's rent to the new owner. If your landlord loses the property to foreclosure, the bank may be the new owner.

The new landlord has **45 days** to send you a notice about your security deposit, last month's rent, and interest. If the new landlord does not send you this notice by the deadline, the old landlord must return your deposit plus interest.

## How can I get my security deposit back?

If you left your apartment in the same condition as you found it, the landlord must return your security deposit balance, with interest, **within 30 days after you move out**. When you move out:

- Clean the apartment and move all your belongings out.
- Inspect the apartment with the landlord. Make a list of what they say needs repairs. If the problem was there when you moved in or if the damages are "reasonable wear and tear," tell them.
- See if you can reach an agreement before you move out about what repairs you will be charged for.
- Take photos of all rooms in case you need to prove the condition of the apartment after you move out.

If the landlord doesn't return your security deposit in 30 days, send them a letter asking them to return 100% of your deposit. You can use **Security Deposit Demand Letter (Form 6)**. Or use the CourtFormsOnline interactive tool:

[apps.suffolklitlab.org/run/security\\_deposit\\_demand\\_letter/#/1](https://apps.suffolklitlab.org/run/security_deposit_demand_letter/#/1)

If the landlord still refuses to return your security deposit, you can sue in small claims court. They may have to pay you 3 times the deposit.



For more, scan the QR code to see **Legal Tactics, Chapter 3: Security Deposits and Last Month's Rent**.  
[MassLegalHelp.org/LT-Security-Deposits](https://MassLegalHelp.org/LT-Security-Deposits)