

Types of Tenancies

Tenants' Rights in Massachusetts

As a renter in Massachusetts, some of your rights and responsibilities depend on:

- The kind of tenancy you have, and
- The kind of housing you rent.

You also have certain rights no matter what type of tenancy you have.

Types of Tenancies

Learn more below about the different types of tenancies and your rights.

Tenant with Lease

If you have a written agreement to rent for a specific time period at a specific amount of rent, you are a tenant with a lease. Usually leases last 1 year.

- Your rent cannot be raised during the time period in your lease.
- Make sure you know if you have to renew your lease or if it renews automatically from year-to-year.
- Your landlord cannot evict you during your lease term, unless you have violated the lease or not paid your rent.
- If your building gets sold during your tenancy, the new landlord has to honor the agreements in your current lease.

Tenant at Will

If your agreement with your landlord is a month-to-month tenancy, you are a tenant at will. Your agreement can be written or spoken. Most tenants are tenants at will.

If your landlord wants to raise your rent, they must give you at least 30 days' advance written notice to end your tenancy at the existing rent.

Tenant at Sufferance

Your tenancy ends when your lease ends or your landlord sends you a Notice to Quit. If your tenancy ended but you are still in your apartment, you are a tenant at sufferance.

The biggest difference between a tenant at sufferance and other tenants is that a landlord does **not** need to give you a Notice to Quit if they want to evict you. But if the landlord wants to evict you, they must go to court, and you must receive a Summons and Complaint. They can only move you out with a court's permission. See **Chapter 12: Evictions**.

Tenant in Public or Subsidized Housing

There are many different government housing programs.

- **Public housing** is owned and run by a housing authority. It can be state or federal.
- **Subsidized housing** is owned by a private landlord or company that gets money from the state or federal government to keep rents affordable.

- **Vouchers** are payments from the state or federal government that you can use to rent housing in the private market.

If you are a tenant in public or subsidized housing, you have special protections against rent increases and eviction. See www.masslegalhelp.org/housing-apartments-shelter/public-subsidized-housing.

Tenant in a Mobile Home

If you live in a mobile home or a manufactured home, you have special protections. See **Chapter 16: Mobile Homes**.

Tenant in Transitional Housing

If you are in a program that provides transitional housing and services while you look for permanent housing, you are a tenant in transitional housing. Some tenants in transitional housing may have protections against evictions. But others do not have the right to defend an eviction in court. This includes tenants who are in Emergency Assistance shelters.

Tenant in a Rooming House

If you:

- rent a single room that is not an apartment **and**
- at least 4 other people who are not related to the landlord rent rooms there,

you are a tenant in a rooming house. Your rights depend on how long you live there. See **Chapter 15: Rooming Houses**.



For more, scan the QR Code for: **Legal Tactics, Chapter 4: Tenancies**
MassLegalHelp.org/LT-tenancies

Protect Yourself All Tenants Have Rights

As a renter in Massachusetts, you have certain rights no matter what type of tenancy you have. These include the right to:

- A safe and habitable place to live with heating, hot water, and electricity. See **Chapter 1: Before You Move In**.
- Ask the landlord to repair things that do not work or fix any unhealthy conditions. See **Chapter 8: Getting Repairs Made**.
- Privacy. The landlord is only allowed to enter your apartment if you give them permission, if it is an emergency, or if they have a court order. Even if repairs are needed, they must notify you first. See [Landlord's right to enter your home](#).
- Stay in your apartment until you move or a judge orders you to move out. See **Chapter 12: Evictions**.
- Refuse to pay illegal fees. See [Illegal retaliatory rent increases](#).
- Take your landlord to court if they do something illegal. See **Chapter 13: When to Take Your Landlord to Court**.
- Protection from discrimination based on race, whether you get public benefits, or whether you get a housing subsidy. See **Chapter 7: Discrimination**.