

Rent: Private Housing

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. For more about rents in public housing see Rents in Public Housing at:

www.masslegalhelp.org/rents-public

Where can I get help paying rent?

Massachusetts has programs to help you with rent or other housing costs if you are facing eviction, foreclosure, shut-off of utilities, and other emergencies. See mass.gov/how-to/apply-for-raft-emergency-help-for-housing-costs. Some cities and towns have money to help with rent. Mutual aid networks, churches, and non-profits may also have money to help with rent.

Can my landlord increase my rent?

Your landlord can only raise the rent if they give you **proper notice** and **you agree to the increase**. A “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 can't raise your rent before the lease period ends without your agreement. If they want to raise your rent for the next lease period, they must give you a 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. Your lease tells you when your tenancy ends.

If you don't have a lease, your landlord must give you at least 30 days' advance written notice to end tenancy at the existing rent. The exact notice required depends on how frequently and on what day you pay rent.

When is a rent increase illegal?

Your landlord cannot raise your rent if:

- Your lease (or other written rental agreement) has not ended and you have not received “proper notice.”
- 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.

If my building is sold, can the new landlord raise my rent?

The new landlord has to honor the agreements in your current lease. This means they must accept your old rent amount until your lease ends, or until they give you proper notice. Do not pay a rent increase above what you agreed to in your lease.

What can I do if my landlord is increasing my rent?

You have options. You can:

- **Negotiate.** Try to negotiate a fairer rent with your landlord.

- **Organize.** Work with other tenants to negotiate a fair rent.
- **Pay the increase and stay.** If you can afford the increase, ask for a long lease to protect yourself from future increases.
- **Refuse the increase and move.**

Can I be charged 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.

What if my landlord and I disagree about the rent?

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 [month, year].”

If your landlord cashes your check and does not “reserve their rights,” they agree you are up to date with rent. If a landlord writes that they “reserve their rights” on the check, in a Notice to Quit, lease, or other document they do not agree that you paid the full rent.

Can I be evicted for not paying rent?

Yes. But there are ways that you can stop eviction by paying rent by a deadline.

If you don’t have a lease: You can stop the eviction if you pay all rent due within 10 days of getting the Notice to Quit, **and** if this is the only Notice to Quit for nonpayment you got in the last 12 months. Your Notice to Quit must tell you that you have the right to “cure.” If it does not, you have until the “Answer date” to pay the full rent owed.

If you have a lease: 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 all the rent you owe and the landlord's court costs on or before the “Answer date.” The “Answer date” is 3 business days before the first court date.

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. If you pay all the rent you owe, plus interest and court costs, before the “continued” court date, the judge must dismiss the case

Get rent receipts

- **Never pay rent in cash without a receipt. See Form 2: Rent Receipt.**
- **Pay rent with a check, money order, or other format with a record.** Write the month and year the rent is for.
- **Make a copy or take a photo** of payment with receipt stub attached.
- **Get receipts** every time you pay rent with the day, month, and year.
- **Save all** rent receipts, canceled checks, and copies and photos of money orders with their receipt stubs in a special folder.
- **If you have roommates,** each roommate should pay their part of the rent directly to the landlord and keep proof of their payment.



For more, scan the QR Code for: **Legal Tactics, Chapter 5: Rent.**
MassLegalHelp.org/LT-Rent