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**Office of Consumer Affairs and Business Regulation**

501 Boylston Street, Suite 5100, Boston, MA 02116 - (617) 973-8787 or 888-283-3757 - Mass.Gov/Consumer

## Living Off Campus? A must read!

### Finding an Apartment

- Check the apartment to ensure that it is in acceptable condition. Never sign a lease for an apartment you have not seen!
- Evaluate the proposed tenancy agreement and the response record of a non-resident superintendent to "after hours" emergencies.
- Talk with prospective neighbors or current tenants about the reputation of the landlord and/or management company.

### Before Signing a Lease

- Do not put money down unless you are sure you want the apartment.
- Calculate other anticipated costs (i.e. heat, electricity, wifi) when determining the rent you can afford.
- Know what is expected of you in terms of pre-payments or a finder's fee (broker's fee).
- Ask the landlord about any subletting rules or restrictions in case you or a roommate needs to move out before the end of the lease.



For more information on tenant and landlord rights and responsibilities, visit our website at [Mass.Gov/Consumer](http://Mass.Gov/Consumer) or call our Consumer Hotline at (617) 973-8787.

## Rental Agreements

The landlord must give you an executed copy of your rental agreement **within 30 days** of your signing it. You and the landlord may agree verbally to the terms of your tenancy, but you should get all terms in writing, especially any agreements for repairs. The landlord must include the following in a written rental agreement:

- The names, addresses, and telephone numbers of the owners and other persons who are responsible for the care, maintenance, and repair of the property;
- The name, address, and telephone number of the person authorized to receive notices of violations of law and to accept notice of a lawsuit on behalf of the owner; and
- The amount of the security deposit and disclosure of your rights under the Security Deposit Law.

If the landlord uses a lease that contains any provision that conflicts with the Security Deposit Law and attempts to enforce that provision or attempts to obtain from you a waiver of any provision of the Security Deposit Law, the landlord **cannot keep your security deposit** for any reason including making deductions for damages.

If your landlord collects a security deposit, they must provide a **Statement of Condition** of the apartment that includes a comprehensive list of any existing damages. It is important you note any damages that are missing from the statement and give your landlord a corrected version.

## Rights to a Habitable Environment

You are entitled to a safe and habitable living environment throughout your entire tenancy. The State Sanitary Code protects the health, safety and well-being of tenants and the general public. The local Boards of Health enforce the Code. Massachusetts laws require landlords to adhere to standards and regulations for **heat, water pressure and temperature, kitchens, cockroach or rodent infestation, structural elements, and snow removal**. Some lease agreements require you to be responsible for certain provisions, such as paying for the water bill, so read carefully before signing.

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## Security Deposit and Last Month's Rent

A **security deposit** is a deposit of money to the landlord to ensure that rent will be paid. **Last month's rent** is the pre-payment to the landlord for the last month of tenancy.

The purpose of the security deposit is to compensate the landlord against losses due to the tenant's failure to pay rent or for the costs of repairs if the tenant damages the premises.

Landlords are allowed to **collect the first and last months' rent, a security deposit equal to one month's rent and money for the purchase and installation costs for a lock and key**. These prepayments can't be transferred for another use unless both parties agree (this means your security deposit cannot be used as your last month's rent, unless you and your landlord agree). If the landlord later raises the rent, s/he can increase the amount of last month's rent to equal the new rent.

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## Tenants' Remedies

### Rent Withholding

If your landlord fails to maintain your apartment in a livable condition, you may want to get legal advice before withholding rent, since the landlord may try to evict you for non-payment of rent.

**Once the landlord has repaired all defects, you must pay back all withheld rent.**

You may withhold a portion of your rent if you meet all of the following conditions:

- You have appealed to your landlord in writing to make the necessary repairs and are not the cause of the problem;
- Your local Board of Health has inspected the apartment and found health code violations and you have notified your landlord; and
- You are current in your rent up until the time your landlord learns of the problem and the conditions do not require the apartment to be vacated to make the repairs.

### Repair and Deduct

You may make emergency repairs in an apartment and **deduct up to four months' future rent** to pay for them if you meet all of the following conditions:

- The conditions are certified to be unsafe by an inspection agency (Board of Health);
- The landlord receives written notice of the violations from the inspection agency; and
- The landlord does not start repairs within five days of receiving notice or does not finish repairs within 14 days.



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