

highlights, or doodles — courts want to see clean, original documents

- if you take pictures, don't write descriptions directly on them

As well as the records mentioned above, it's important to:

- keep an inventory of the contents of your home, especially of valuable items such as a computer or entertainment center
- have records and receipts for each major item — pictures of the items are also helpful
- put these records in a safe place off the premises, if possible, so they aren't vulnerable to fire, theft, or natural disaster

Landlord access

In Massachusetts, tenants have the right to "lawful and exclusive possession" of their home.

Unfortunately, many landlords believe that since they own the property they can enter your home whenever they want. **They can't.**

If your lease says the landlord can enter whenever he or she likes, it is an illegal clause. Additionally, the law does **not** require you to give the landlord a key to your home, unless the lease requires it.

Under the law, your landlord must give you "reasonable notice" before entering your home. In turn, you must give your landlord "reasonable access" to your home for these reasons:

- to inspect the premises

- to make repairs as required by law
- to show the unit to prospective purchasers or tenants
- if there's a court order allowing him or her to enter
- if you appear to have abandoned the premises

"Reasonable access" usually means 24 hours' notice to determine a convenient time for both landlord and tenant

Your landlord may enter your home if there is an emergency such as a fire, flood, or there is reason to be concerned for the tenants' safety.

New Owners?

When a building is transferred to new owners, security deposits and last month's rents must also be transferred. Under the law, you don't have to pay a new or additional security deposit or last month's rent because someone else has taken over the building.

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Moving In

Your rights and responsibilities, including:

- what the landlord can charge
- last month's rent vs. security deposit
- holes in the wall?



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Up-Front Moving In Costs

When you move in, the landlord is legally allowed to charge you for:

- the first month's rent
- the last month's rent
- a security deposit
- the cost to purchase and/or install a new lock

The last month's rent and security deposit must each be the same amount as the first month's rent. A landlord is not allowed to collect a "key deposit," "pet deposit," or any other kind of deposit.

If you use a real estate agency you will have to pay its fee, usually one month's rent.

If you give a security deposit ...

A security deposit and the last month's rent are treated differently under the law. When you write your check or money order, note on the "memo" line what it's for.

A security deposit covers damage, not normal wear and tear, as well as any unpaid rent when you move out. If you don't damage the home or owe any rent, you should get this money back (see our brochure, "Moving Out").

Massachusetts has strict laws regarding security deposits. Your landlord must:

- give you a signed receipt
- give you a written statement of the home's condition within 10 days of receiving the money
- deposit your money in a separate, interest-bearing account in a Massachusetts bank
- send you, within 30 days, a written statement of the name and location of the bank and the account number where the money is held
- pay you interest at the rate of five percent or the bank's actual rate, whichever is lower, at the end of each year of your tenancy

Keep the security deposit bank notice – it's a very important record.

Damages, big and small

According to the state's Attorney General, most tenant-landlord conflicts arise over the

return of a security deposit versus "damages" to the rental property. If you give a security deposit, your landlord must send you within 10 days a statement that lists all damages which existed in the home and in all common areas *before* you moved in. When you get the statement, check what the landlord has listed as damage, then:

- list any additional damage, even scratches on woodwork or floors and nail holes in the walls — a landlord may try to withhold money for these when you move out
- take **dated** pictures of serious damage
- send this revised statement back within 15 days after you receive it or within 15 days after you move in, whichever is later
- keep a copy of this statement and any additional list you send the landlord

If there are serious damages – broken windows or locks, nonworking stoves or heating systems – consider calling your local housing code enforcement agency to inspect. They will order the landlord to correct any violations of the State Sanitary Code.

Last month's rent – slightly different

Your last month's rent does not have to be placed in a separate account. However, the landlord still owes you the same interest as on the security deposit, payable annually at the end of each year of your tenancy.

If, 30 days after the anniversary date of your tenancy, your landlord has not sent you this interest or told you to subtract it from your

next rent check, you may legally subtract it from your next rent check. When you move out, you are entitled to any interest accumulated on the last month's rent, even though the landlord usually keeps the last month's rent itself.

Records are proof

Landlord-tenant disputes often turn on how well people remember agreements made during a conversation.

For this reason, it's best to make all requests in writing to your landlord, spelling everything out in detail, even if it seems repetitive or if it's something you've already discussed.

Your letter isn't just for the landlord — it's also for your own records, to refresh your memory years later, and, if necessary, to show a court.

Keep all your records — lease, receipts, cancelled checks, correspondence with your landlord — in a safe, preferably locked, place, and:

- date each letter and keep a copy
- if you slide letters under the landlord's door, note the date and time you did so on the back of your copy
- save the originals of all correspondence with the landlord
- make notes of in-person or phone conversations: day, time, and what was said
- don't alter documents with your notes,

Landlords can't use a "reverse penalty" clause to encourage you to pay your rent early.

For instance, it's illegal for a landlord to reduce the rent by 5% if it's paid by the first day of the month.