The City of Boston's
Rental Housing Resource Center
Presents the
4th Edition
of
THE

GOOD NEIGHBORS HANDBOOK

A GUIDE FOR BOSTON LANDLORDS AND TENANTS

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CITY OF BOSTON • MASSACHUSETTS

OFFICE OF THE MAYOR
THOMAS M. MENINO

Dear Friends,

I am pleased to introduce the fourth edition of the City of Boston Rental Housing Resource Center's ***Good Neighbors Handbook,*** an informational guide to help landlords, tenants and other interested people wade through the complexities of landlord/tenant relationships.

In 1995, I created the Rental Housing Resource Center to provide both landlords and tenants with a forum to resolve disputes. The Center responded by creating a free mediation service, which has helped to resolve hundreds of landlord-tenant disputes in a non-threatening, neutral atmosphere. Following the success of this mediation program, I directed the staff members of the Rental Housing Resource Center to draw upon their knowledge and expertise to create this ***Handbook.*** The results have been very impressive.

This Handbook takes a unique, unbiased approach to providing information about landlord and tenant rights and responsibilities. Having accurate information can improve relationships and often prevents unnecessary and costly conflicts.

Another feature of this Handbook is the lengthy list of valuable addresses and phone numbers for the many public and private organizations providing services to owners and renters. This list will save you time and energy in locating the people who can help you if the need arises.

The Rental Housing Resource Center is available to answer questions on any rental housing matter. The Center is staffed with people who are experienced in the art of managing landlord/tenant relationships and are committed to answering your questions politely and expeditiously.

You can visit the Rental Housing Resource Center in Room 709 of Boston City Hall and reach staff by telephone at (617) 635-RENT (7368) or by e-mail at rentalhousing@cityofboston.gov. In addition to mediation services, the Rental Housing Resource Center provides counseling on housing matters, referrals and educational seminars for landlords and tenants.

Please keep this Handbook in a convenient location in your home or office. I promise you that it will come in handy.

Sincerely,

Thomas M. Menino
Mayor of Boston

SERVICES AT THE
RENTAL HOUSING RESOURCE CENTER

Information

The Rental Housing Resource Center (RHRC) helps Boston landlords and tenants navigate the complex world of rental housing. Housing professionals at the RHRC provide information about landlord/tenant law, respond to inquiries and help landlords and tenants understand their rights and responsibilities.

The RHRC is conveniently located in Room 709 of Boston City Hall. Boston landlords and tenants who are seeking advice or information about housing issues or would like to use the RHRC's services, are welcome to visit the RHRC, to call (617) 635-RENT (7368) or to e-mail rentalhousing@cityofboston.gov.

www.cityofboston.gov/rentalhousing

The RHRC website is interactive and user-friendly, and includes helpful information, useful links, the Good Neighbor's Handbook, and a calendar of up-coming events.

Mediation

Landlords and tenants sometimes disagree about housing issues. Often, such disputes can be resolved without going to court by the use of mediation. When successful, mediation saves both parties time and legal expenses.

The RHRC offers mediation free of charge to anyone involved in housing disputes in the City of Boston. Mediation can take place at the RHRC, in another location or on the telephone.

Seminars for Landlords and Tenants

The RHRC holds informational seminars on such topics as basic landlord/tenant law, leases and security deposits. Besides getting valuable information and a free copy of the Good Neighbors Handbook, landlords and tenants are given an opportunity to have one-on-one consultations with housing specialists from the RHRC. The seminars are held in various Boston neighborhoods throughout the year.

Safety Net

The Safety Net Program, also known as the Elderly Rental Assistance Program, is a limited rental subsidy program offered by the RHRC. Tenants in Boston may apply if they are income eligible, and have lived in the same formerly rent-controlled units since November 1994, and have one household member who is elderly or disabled. If a tenant qualifies, his landlord could receive up to $300 per month towards the rent from the City of Boston for a maximum of 48 months.

Section 8 Assistance

Income eligible Boston tenants who have lived in the same formerly rent-controlled units since November 1994 may apply for priority status through the RHRC. Receiving such status usually reduces the waiting period for receiving Section 8 vouchers, when they are available.

THE GOOD NEIGHBOR HANDBOOK

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RENTAL HOUSING INFORMATION

Rental Housing Resource Center (617) 635-RENT (7368)
E-mail: rentalhousing@cityofboston.gov
Website: www.cityofboston.gov/rentalhousing

FINDING AN APARTMENT

Searching for an Apartment

Rents for apartments in Boston can be expensive. With very few exceptions, there is no limit to how much rent a landlord can charge for an apartment. Some of the suggestions listed below may be helpful in locating reasonably priced housing.

- Realtors: Many charge a broker's fee of a month's rent, so be sure to inquire about broker's fees before you start your search with any realtor.
- Local newspapers
- Websites
- Neighborhood bulletin boards
- School and University bulletin boards
- Community, religious and social organizations
- Roommate agencies
- Word of mouth: Let friends, acquaintances, shopkeepers, etc. in the neighborhood know you are looking for an apartment. Someone you tell may know about an available apartment or provide you with a lead.

For more suggestions concerning where to look for an apartment or for hands-on assistance, call the City of Boston's Rental Housing Resource Center at (617) 635-RENT.

Before Renting an Apartment

Entering into a rental agreement is a serious commitment. Do not put money down unless you are sure you want the apartment. Although you may be legally entitled to get your money back until the landlord formally accepts you as a tenant, that money may be difficult to recover. An apartment may seem like a dream apartment, but there are many costs and issues to consider in determining whether the apartment is right for you, such as:

- Affordability of rent
- Utilities and heating costs
- Up-front fees
- Moving expenses
- Availability of off-street or on-street parking
- Access to public transportation
- How many people are allowed to live in the apartment

- Whether pets are permitted
- Presence of lead paint, if child under age 6 will be living in the apartment
- Whether subletting is permitted
- Whether a re-rental inspection has been done
- Whether laundry facilities and/or refrigerator are provided

How to Find Out About Your Neighborhood

Once you are settled in your new apartment, you can find out about a variety of topics concerning your new neighborhood by going online to www.cityofboston.gov/rentalhousing and clicking on the link to "Who Am I?" After entering your street address into the website, you can learn about trash collection in your neighborhood, where to go to vote and much more.

Resident Parking

Boston's Resident Parking Permit Program gives residents a better chance of finding on-street parking in their neighborhood. Signs marked "Resident Parking Only" are clearly posted, and a smaller number of spaces for guests are also clearly marked by signs saying "Visitor Parking". To find out how to apply for a permit, call the Office of the Parking Clerk at (617) 635-4682.

Rent Cap

Q: I just moved to Boston and I have been offered an apartment at an incredibly high rent. Is that legal?

A: Yes. With very few exceptions there is no limit on what a landlord can charge.

Rent Increases

Q: Once I move in, is there a limit to future rent increases?

A: No. With very few exceptions rents can be raised without limitation. A lease can protect you from unexpected increases during its term.

Who Owns the Building

Q: Who owns my building?

A: If your building has four or more apartments, the landlord must post his name and address in the building. If there is no posting, check with the City of Boston's Assessing Department to find out who is being sent the tax bills.

WHAT EVERY TENANT SHOULD KNOW

1. Legal & Illegal Fees: A landlord can require you to pay the first month's rent, the last month's rent, and a security deposit in an amount equivalent to one month's rent, a lock fee and a portion of an inspection fee. A licensed realtor can legally charge a broker's fee. It is illegal for a landlord to charge a holding fee or pet fee. A landlord also can't charge a broker's/finder's fee unless he is a licensed realtor.

2. Re-Inspection of Rental Unit: Landlords are required by law to have their rental units inspected for compliance with the State Sanitary Code soon after they are re-rented to new occupants. If you want to know about the inspection of your apartment, ask your landlord or call the Inspectional Services Department at (617) 635-5322.

3. Leases and Tenancies-at-Will: Your landlord may offer you a lease, which typically runs for one year, or a verbal or written tenancy-at-will agreement, which runs from month to month. A tenancy-at-will agreement gives you the opportunity to move out after giving the landlord a proper 30-day written notice, but it also allows the landlord to ask you to leave or to give you a rent increase with a proper 30-day written notice. A lease offers you more security. Read the agreement completely before signing it and keep a copy for your records.

4. Security Deposits & Last Month's Rent: Your landlord can legally require you to pay a security deposit and the last month's rent in amounts no greater than the equivalent of one month's rent for each. If your landlord collects them, he must, among other things, give proper receipts, pay interest on an annual basis, and in the case of the security deposit, put the money in a separate account in a bank located in Massachusetts.

5. Renter's Insurance: You have probably invested more in personal property than you realize. Computers, stereos, TVs, clothing, jewelry and furniture would be expensive to replace in case of fire or theft. Renter's insurance is a good idea and can be surprisingly affordable.

6. Code Violations: All tenants have a legal right to an apartment that is in compliance with local and state sanitary and building codes. Violations should be reported to your landlord in writing. If no repairs are made, call the Inspectional Services Department at (617) 635-5322.

7. Noise: Be considerate of your neighbors. Loud parties or loud music, especially at night, may lead to complaints and may even cause your landlord to evict you.

8. Late Rent Payment: There is no "grace period" for rent. If it is due on the first of the month, rent paid after that date is considered late. Your landlord may charge you a late fee, but only if this is specified in a written agreement and only if the rent is at least 30 days late.

9. Evictions: If your landlord wants to evict you, he must terminate your tenancy with the proper written notice and then file a summary process action in court. Ultimately, only a judge can evict you. Make sure you respond to any court documents you receive. If you do not show up to defend yourself in court, you will lose by default.

10. Mediation: If you and your landlord have a dispute that you can't resolve between yourselves, consider mediation. Mediation is an informal process in which you and your landlord can try to reach a resolution with the help of an impartial mediator. For information about the free mediation service offered by the City of Boston's Rental Housing Resource Center, call (617) 635-RENT.

STUDENTS IN BOSTON

Information for Students Renting in Boston

"Boston is a great place to come for college or graduate school. If you are a student living on your own, considering moving off campus, or making plans for after graduation, it's important to know your rights and responsibilities as a tenant and a neighbor. The information on this page can help you make smart choices that will enhance your experience as a resident in this world-class city."

– Mayor Thomas M. Menino

Living in an apartment in Boston can be an exciting experience, but being a tenant and a good neighbor comes with certain rights and responsibilities.

The City of Boston's Rental Housing Resource Center has a great website where you can find lots of information to help you understand those rights and those responsibilities. The website covers a variety of rental housing topics. When you go online to www.cityofboston.gov/rentalhousing and click on Student Information, here is a sample of what you will find:

TOP TEN THINGS STUDENTS SHOULD KNOW BEFORE RENTING

10 **Legal & Illegal Fees**: When you move into an apartment, a landlord can charge you the first month's rent, the last month's rent, a security deposit, a lock fee and a portion of a re-inspection fee. A landlord can't charge you any other fees such as a holding fee or a pet fee. A landlord also can't charge you a broker's/finder's fee, unless he is a licensed realtor.

9 **Roommates:** If one of your roommates moves out, you may still be responsible for paying his portion of the rent until you find a new one.

8 **Leases & Tenancies-at-Will:** If a landlord offers you a lease, read it carefully before signing it. Leases, which typically run for one year, are binding legal contracts. Tenancies-at-will run from month to month, but offer you less security against rent increases and evictions.

7 **Renter's Insurance**: You have probably invested more in personal property than you realize. Computers, stereos, TVs, clothing, jewelry and furniture would be expensive to replace in case of fire or theft. Renter's insurance is a good idea and can be surprisingly affordable. Don't assume that your landlord's or your parents' insurance will cover your belongings.

6 **Re-Inspection of Rental Unit:** In most cases, a landlord is required to arrange to have your apartment inspected for compliance with the State Sanitary Code soon after you moving in. To check that this is being done, you can ask your landlord or call the city's Inspectional Services Department.

5 **Code Violations**: You are entitled to an apartment that is in compliance with local and state sanitary and building codes. Violations should be reported to your landlord in writing. If he doesn't make the necessary repairs call the city's Inspectional Services Department at (617) 635-5322.

4 **Condition of Apartment**: Before entering into a rental agreement, check out the condition of the apartment. If you can't, have a friend do it for you. You do not want to be charged for damages that existed when you moved in!

3 **Security Deposits & Last Month's Rent:** Your landlord can legally require you to pay a security deposit and the last month's rent in amounts equivalent to one month's rent for each. If your landlord collects them, he must, among other things, give proper receipts, pay interest on an annual basis, and in the case of the security deposit, put the money in a separate account in a bank located in Massachusetts.

2 **Noise**: Be considerate of your neighbors. Having loud parties late at night or cranking up the music may lead to complaints and eventually to eviction.

1 **Mediation:** If you and your landlord have a dispute that you can't resolve between yourselves, you should consider mediation. Mediation is an informal process in which you and your landlord can try to reach a resolution with the help of an impartial mediator. For information about the free mediation service offered by the City of Boston's Rental Housing Resource Center, call (617) 635-RENT.

FINDING A TENANT

Searching for a Tenant

Finding a tenant is easy. Finding a *good* tenant takes more effort but will be well worth your while. Here are some suggestions about how to find qualified applicants:

- Realtors: They have experience in doing background checks for prospective tenants.
- Newspaper ads: Include as much information about the apartment as possible.
- Word of mouth: If a friend or acquaintance recommends someone, chances are good you will learn more about the prospective tenant than if you find them through other channels.
- Neighborhood and School Bulletin Boards
- Community, religious and social organizations

Selecting a Tenant

It is important for landlords to screen prospective tenants carefully. By doing so, a landlord can evaluate an applicant's ability to pay the rent and to comply with other terms of the tenancy, including keeping the apartment in good condition and being considerate to the other tenants. Here are some tools to help evaluate applicants:

- Verify Income. A landlord could call the tenant's employer and/or require the tenant to produce four recent, consecutive pay stubs.
- Landlord References. A landlord could require the prospective tenant to provide references from current and/or former landlords.
- Credit Report. There are agencies that report individuals' credit histories for a fee.
- Eviction Report. There are also agencies that report information about prior evictions for a fee.

In selecting a tenant, it is also important for landlords to make sure the tenant understands and will comply with the terms of the offered tenancy. If, for example, it is important to the landlord that his tenants have no pets, or that subletting is not permitted, this should be made clear to applicants up front before they become tenants.

WHAT EVERY LANDLORD SHOULD KNOW

1. Screening Tenants: Insisting on references and proof of employment are ways of screening prospective tenants. You can require prospective tenants who cannot provide references or who do not appear to have a sufficient or steady source of income to have a co-signer sign the lease.

2. Types of Tenancies: You can offer a tenant a lease, which typically runs for one year, or a verbal or written tenancy-at-will agreement, which runs from month to month. A tenancy-at-will agreement offers more flexibility, but a lease offers more security.

3. Re-Inspection of Rental Units: In most cases, landlords are required by law to have their rental units inspected for compliance with the State Sanitary Code soon after they are re-rented to new occupants.

4. Heat and Utilities: A tenant can only be required to pay for utilities if there are separate meters for each service charged. You must pay for heat and hot water unless you and your tenant have signed a written agreement that says the tenant must pay.

5. Legal & Illegal Fees: You can legally charge a tenant for first and last month's rent, security deposit, lock fee and a portion of an inspection fee. It is illegal for you to charge a holding fee, pet fee, or broker's/finder's fee (unless you are a licensed realtor).

6. Security Deposits & Last Month's Rent: At the beginning of the tenancy, you can legally require a tenant to pay the last month's rent in advance and a security deposit in an amount no greater than the equivalent of one month's rent. If you collect them, you must, among other things, give proper receipts, pay interest on an annual basis, and in the case of the security deposit, put the money in a separate account in a bank located in Massachusetts. It is important that you comply with the strict requirements of the security deposit law.

7. Basic Facilities: Every rental unit must have a working stove and oven, screens for each window below the fifth floor and working locks on all windows and entry/exit doors. You are not required to provide refrigerators, blinds, shades or laundry facilities, but if you offer them, you must maintain them.

8. Timely Rent Payment: There is no "grace period" for payment of rent. You are entitled to the rent on the day specified by the terms of the tenancy. You may charge a late fee but only if there is a written agreement in effect that allows it. Even then, this fee cannot be charged unless the rent is at least 30 days late.

9. Mediation: If you and your tenant have a dispute that you cannot resolve between yourselves, you should consider mediation. Mediation is an informal process in which you and your tenant can try to reach a resolution with the help of an impartial mediator. For information about the free mediation service offered by the City of Boston's Rental Housing Resource Center, call (617) 635-RENT.

10. Evictions: If you need to evict a tenant, you must terminate the tenancy with the proper written notice and then file a summary process action in court. Many landlords hire attorneys to assist them through what can be a lengthy and complicated process.

DISCRIMINATION

Legal Reasons to Refuse to Rent

A landlord has the right to refuse to rent to a prospective tenant based on a poor credit history or insufficient income to reasonably cover the cost of the rent. However, he may opt to consider a co-signer for such a tenant if he feels otherwise comfortable in establishing the tenancy.

Families with children may be legally denied tenancy in an owner-occupied two-family house, or in a two or three family house in which an elderly or infirm person resides.[1]

Illegal Reasons to Refuse to Rent

In Massachusetts, it is illegal to discriminate against a tenant based on any of the following "protected classes": [2]

- Physical or mental disability or handicap
- Race
- Color
- Religion and creed
- Age (except minors)
- National origin
- Sex
- Sexual orientation
- Familial status (including families with children and pregnant women)
- Ancestry
- Marital status
- Veteran status and/or member of armed services
- Source of income, such as public assistance
- Rent subsidy

Some limited exemptions exist in the federal and state laws concerning discrimination. For more information, contact the agencies listed on the next page.

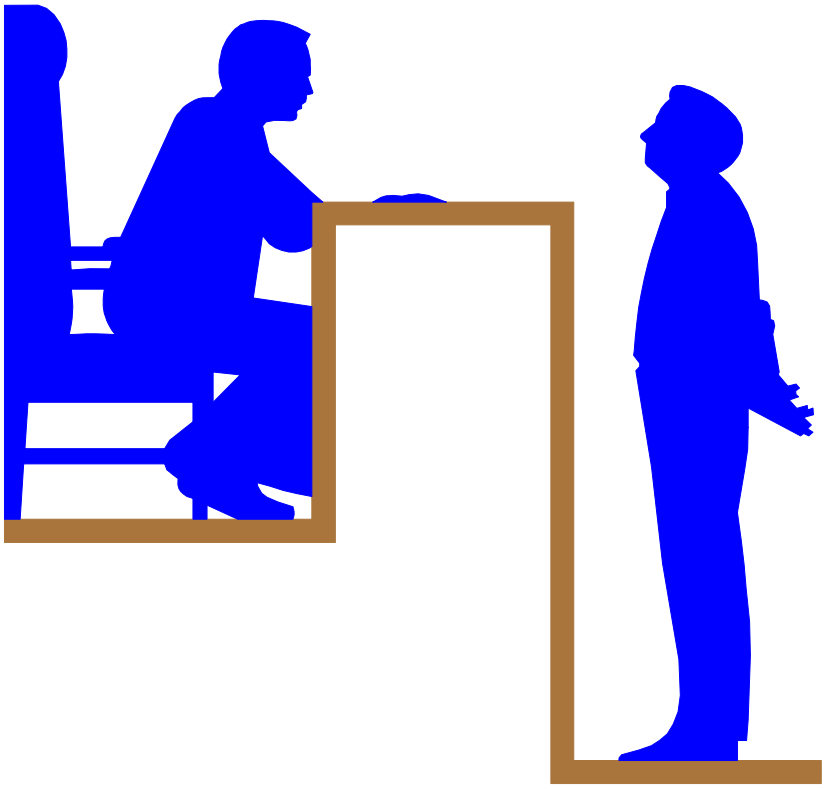
[1] G.L. c. 151B, §4(7), (11)
[2] G.L. c. 151B

Filing a Complaint

Discrimination complaints can be pursued at:

1. The Massachusetts Commission Against Discrimination, which is located in Boston and can be reached at (617) 727-3990. All complaints to MCAD must be made within six months of the alleged act of discrimination.

2. The Fair Housing Division of the Department of Housing and Urban Development (HUD), which is also located in Boston and can be reached by dialing (617) 994-8200 and pressing #4.



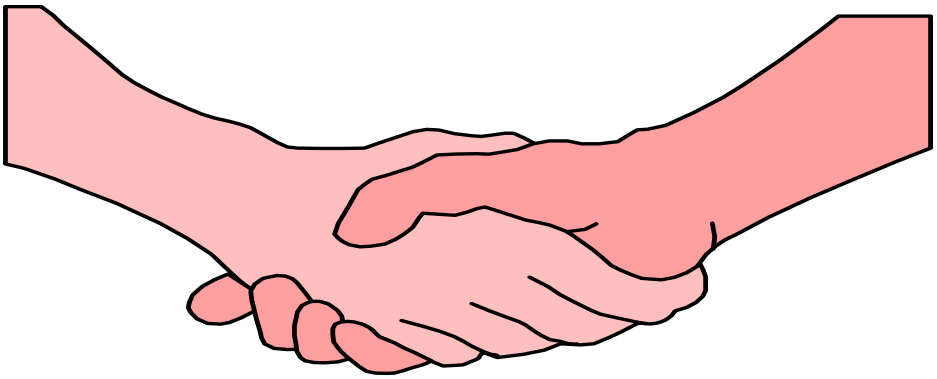
ROOMMATES

When tenants decide to become roommates it is a good idea for them to make a written agreement that specifies what is expected of each roommate. How are the utility payments, phone bills or heating expenses to be divided? How are the rent or security deposit payments to be divided? Who is responsible for cleaning? Putting each person's responsibilities in writing may help to avoid problems later.

In rare situations each roommate may have a separate agreement with the landlord. In such cases each roommate will be responsible for only his share of the rent payment to the landlord.

Most leases contain a rent responsibility clause. Usually it will state that each tenant is "jointly and severally liable" for the rent. This means that if one or more roommates fail to pay their share of the rent payment the remaining roommates are responsible for the entire payment.

Most leases and written agreements prohibit subletting without the landlord's permission. This means a tenant cannot add or replace roommates without the landlord's prior approval.



UP-FRONT FEES

Legal Fees

Landlords may charge:

1. First month's rent
2. Last month's rent
3. Security deposit equal to one month's rent.
4. Lock fee to cover the expense of replacing the previous tenant's lock and key.[3]

Landlords also may charge tenants for 50% of the cost of a fee (which is minimal) to have the apartment inspected to make sure it meets the standards of the State Sanitary Code, with such charge spread over 12 months.[4]

A licensed real estate broker or salesperson may legally charge a fee if a tenant rents an apartment that he locates for him. The fee will usually equal the amount of one or two months' rent. Apartment seekers should ask about these fees before selecting a rental agent.

All brokers and salespeople who rent apartments must provide each prospective tenant with a written statement stating the following:

1. The fee amount, if any
2. The manner and time in which it is to be paid
3. Whether the fee is contingent on establishing a tenancy

This signed and dated written notice must be given to the prospective tenant upon his first meeting with a real estate broker or salesperson. It must specify the agent's license number. The agent must request that the prospective tenant sign the fee notice. If the tenant refuses to sign, the broker or salesperson must make a notation of the tenant's name and refusal on the notice.

A copy of each such written notice must be kept on file for a period of three years from the date it is originally presented. Copies of these records must be furnished to the Board of Registrars of Real Estate Brokers and Salespeople or other agents upon request.

[3] G.L. c. 186, §15B (1)(b)
[4] City of Boston Code, Section 9-13

Brokers and salespersons are also required to maintain copies of any records concerning the availability of a rental unit for a period of three years from the date it was rented. Additionally, copies of documents that prove receipt of funds, from any eventual or prospective tenant, fees, deposits or payments as well as checks issued on any escrow account over which the agent has issuing authority must be kept on file for three years from the date of issuance.[5]

Illegal Fees

It is illegal for a landlord to charge any other up-front fees, including:

1. A deposit to hold the apartment for a prospective tenant.
2. A damage deposit or fee to allow a tenant to have a pet.
3. A finder's fee for renting an apartment that the landlord owns, unless he is a licensed realtor.

Late Fee

Q: I expect my tenant to pay the rent on the first of every month. She never does. May I charge her a late fee?

A: A late fee may only be charged when there is a written agreement in effect that allows it. Such a fee may not be charged until the rent is a minimum of 30 days late.

Real Estate Brokers

Q: A real estate broker charged me a fee for an apartment that doesn't have everything she promised. Where can I file a complaint?

A: Call the Board of Registration of Real Estate Brokers and Salespeople at (617) 727-2373. The Board issues and renews licenses and accepts and investigates complaints against brokers and salespeople.

[5] 254 C.M.R.7.00

SECURITY DEPOSITS AND LAST MONTH'S RENT

Security Deposits

In Massachusetts, it is common practice for landlords to require incoming tenants to pay a security deposit. Such deposit cannot exceed the amount of one month's full rent.

Upon receiving a security deposit, a landlord must give the tenant a receipt, which must state:

- The amount of the security deposit
- The name of the person receiving it
- The name of the landlord
- The date on which it is received, and
- A description of the premises being rented.

The landlord must place the money in a separate, interest-bearing account in a bank located in Massachusetts. Within thirty (30) days of receiving the security deposit, a landlord must give the tenant a second receipt containing the following information:

- The name and location of the bank where the money is being held
- The account number, and
- The amount of the deposit

The landlord must pay interest on the security deposit after one year's tenancy and on each succeeding year's anniversary date. The interest is the amount paid by the bank holding the money, or 5%, whichever is lower. The payment of interest on security deposits has been legally required since 1/1/72.

A security deposit is a form of protection for the landlord should the tenant cause damage to the property or leave owing rent. A security deposit may only be used for three things: [6]

1. Unpaid rent
2. The repair of damages caused by the tenant (this does not include general wear and tear)
3. The payment of the tenant's percentage of a property tax increase (provided that there was a tax escalator clause in the tenant's lease)

[6] G.L. c.186, §15B(4)

The landlord is required to provide the tenant with a written "statement of present condition" of the apartment. This statement must be provided upon the landlord's receipt of the security deposit or within 10 days after commencement of the tenancy, whichever is later. Should the tenant dispute anything in the statement of condition, he has 15 days in which to notify the landlord in writing of such concerns by submitting a separate list of damages. The landlord has 15 days upon receipt in which to respond to the tenant's list by either signing it in agreement or attaching a statement of disagreement.[7]

Landlords are required to maintain a written record of all security deposits received, for a period of no less than two years after the termination of a tenancy. The landlord must make that record available for inspection by any former, current or prospective tenant who asks to see it. The record must include:

1. A description of any damage claims
2. A statement of when repairs were made
3. Substantiation of repair costs

If a landlord refuses to show these records to a tenant who has paid a security deposit, the tenant is entitled to an immediate refund of the deposit plus interest.[8]

A landlord has until 30 days after the end of the tenancy to return the entire security deposit and its accrued interest. If any deductions are made, the landlord must return the balance along with a statement that includes an itemized listing of the deductions with supporting documentation and receipts.[9]

If the landlord does not return the security deposit within 30 days of the end of the tenancy (or the tenant disputes any deductions that the landlord made), the tenant should send a demand letter asking for the immediate return of the amount in dispute. The tenant should make three copies of the letter:

1. One for the tenant's own records
2. Another to be mailed to the landlord by first class mail
3. A third to be sent to the landlord by certified mail (return receipt requested). In this manner, delivery and notice to the landlord can be confirmed.

[7] G.L. c. 186, §15B (2)(c)
[8] G.L. c. 186, §15B (2)(d)
[9] G.L. c. 186, §15B (4)

If no payment is received after the tenant sends the demand letter, the tenant can proceed to court. The tenant may seek three times the disputed amount in damages (plus interest, court costs and reasonable attorney's fees). The tenant may also seek triple damages if the landlord fails to hold the security deposit in a separate bank account or fails to transfer the security deposit to a successor in interest, such as a new owner of the building.[10]

Tenants in Boston can seek damages in either the Small Claims or the Civil Division of the Boston Housing Court or the District Court in which the property is located. For claims of up to $2,000, relief may be sought through Small Claims although it is possible that the court may award double or triple damages above that amount. All other actions must be pursued as civil actions in the Civil Division.[11]

Last Month's Rent

It is common practice in Massachusetts for landlords to require an incoming tenant to pay the last month's rent in advance. Upon receiving payment of the last month's rent, the landlord is required to provide a signed receipt containing the following information:

- The amount received
- The date it was received
- Its intended application
- The name of the person receiving it
- A description of the premises being rented
- A statement of the interest to be paid, and
- A statement that the tenant should provide the landlord with a forwarding address where the interest may be sent

A landlord must pay interest on the last month's rent, even if the money is held for less than one year. The interest is the amount paid by the bank, if any, holding the deposit or 5%, whichever is lower. Landlords are *not* legally required to hold last month's rent payments in separate bank accounts. If the tenancy lasts for more than 12 months, the interest is due on the anniversary date of the tenancy, but the tenant may be given the option of applying it to his or her next rental payment. The payment of interest on the last month's rent has been legally required since April 1, 1984. A landlord may be held liable to the tenant for triple damages plus attorney's fees for failure to pay the interest within 30 days after the end of the tenancy.

[10] G.L. c. 186, §15B (6)
[11] G.L. c. 218, §21

The pre-payment of the last month's rent protects the landlord should the tenant leave without paying the last month's rent. If the tenant makes this pre-payment, it is to be applied as rent for the last month of his tenancy.

If the Building is Sold

A landlord is required to transfer the security deposit and last month's rent to the new landlord if he sells the building. Until the tenant is given notice, the previous landlord is responsible for the deposits or payments. If the monies are not turned over to the new landlord, the tenant may sue the previous landlord for triple damages.

The new landlord is still liable for the deposits/payments even if he never received them from the previous owner. This liability may be settled by the offer of free use and occupancy of the unit for the period of time equal to the amount paid. Properties that have been foreclosed upon or seized for back taxes may be exempt from this section of the law.[12]

If the building is being sold for condominium conversion, see the chapter on this subject on page 53.

Other Information About Security Deposits and Last Month's Rent

A tenant cannot be made to pay a security deposit or last month's rent twice for the same apartment.

If a landlord gives a tenant a rent increase, he can also ask for incremental increases in the last month's rent and security deposit accounts.

If a tenant is under a lease with no security deposit or last month's rent payment written into it, he cannot be asked for either until the lease is terminated and a new tenancy is created.

Belated Security Deposit

Q: I've lived here for three years and now the landlord says she wants me to pay a security deposit. Can she do that?

A: Yes, under most circumstances, she can. However, if you have a lease, and the lease does not have a security deposit provision, then the landlord cannot ask you for a security deposit until she offers you a new tenancy.

[12] G.L. c. 186, §15B(5), (7A)

LEASES AND TENANCIES-AT-WILL

Leases

A lease is a written agreement between the tenant (sometimes called the lessee) and the landlord (sometimes called the lessor) and should include the following:

1. The amount of rent
2. The tenancy's termination date
3. The names of those allowed to live in the apartment
4. The amount of the security deposit (if applicable)
5. The name, address and phone number of the landlord or any other person responsible for maintaining the property, as well as the person authorized to receive notices and court papers.

Leases oblige the tenant to pay the agreed-upon rent for the term of the lease while protecting him from rent increases and "no-fault" evictions during the same period. Within 30 days of a tenant signing a lease, a landlord must give a copy to the tenant.

A **"**tax escalator**"** clause is an exception to the no rent increase rule during the term of the lease. In times of rising property taxes this clause allows a landlord to increase a tenant's rent to cover increased taxes. In order for a tax escalator clause to be legal and binding, it must include the following: [13]

1. Language requiring the tenant to pay a pro-rated share of the tax increase equivalent to the size of his apartment. (For example: In a building of ten units equal in size, each tenant would pay 10% of the increase in property tax.)
2. The exact percentage of the building space that the unit occupies.
3. A clause guaranteeing a rent reduction in case of a tax abatement.

The people named on the lease are those who have the landlord's permission to live in the unit. Most leases provide that additional people cannot move into the unit without the landlord's permission. Without this permission, preferably in writing, the landlord could move to evict all occupants for "violation of covenant".

[13] G.L. c. 186, §15C

Tenancies-at-Will

A tenancy-at-will agreement can be oral or written.

A tenancy-at-will agreement is different from a lease because it allows the tenancy to be terminated by either the landlord or the tenant with a written notice to the other party. The notice must be received no later than one full month (or 30 days, whichever is longer) before the date of termination.[14] A written contract should be read thoroughly before it is signed.

The following is a list of non-written agreements that constitute tenancies-at-will:

1. The tenant has an oral agreement to rent the unit.
2. The tenant's lease has expired but the landlord continues to accept rent payments without objection. (By endorsing the check with the phrase "for use and occupancy only" the landlord could show that he objects to extending the tenancy.)
3. The tenant has been a resident of a rooming/lodging house for three or more consecutive months.

Tenancy-at-Sufferance, Tenants by Regulation and Trespassing

A *tenancy-at-sufferance* exists under each of the following circumstances:

1. Under a tenancy-at-will agreement the tenant remains in the apartment after a valid notice to quit from the landlord has taken effect.
2. The landlord has lost the property to eminent domain.
3. The tenant is a sub-lessee who hasn't vacated after the original tenant's lease has expired, and the landlord has refused to continue the sub-lessee's tenancy.
4. The written lease has expired, not been renewed, and the landlord has protested the tenant's continued occupancy.
5. The landlord has served a notice to quit that terminates the tenancy for breaking a lease covenant or for non-payment of rent.
6. The tenant remains in an apartment after the issuance of a court-ordered eviction.

[14] G.L. c. 186, §12

Tenants by regulation are tenants who live in subsidized housing (other than Section 8) and may have some additional obligations, rights or protections. Both landlords and tenants should familiarize themselves with the rules and regulations of the government agency providing the subsidy.

Trespassing is the habitation of a unit without permission. The mere occupancy or possession of a unit does not make a person a tenant or create a tenancy. In order to create a tenancy the circumstances and conditions outlined in the above-mentioned tenancy types must have taken place. However, illegal use of the property by the tenant can void the tenancy and reduce the tenant to the status of a mere trespasser.

Breaking A Lease

Q: My lease runs out in four months but I want to move now. How can I break my lease?

A: If you break the lease, the landlord can hold you responsible for any unpaid rent under the lease and/or for the costs associated with finding a tenant to replace you.

Co-Signing A Lease

Q: A landlord says I must have someone co-sign my lease. Can she do that?

A: Yes she can, if she has a legitimate concern about income level or credit history.

Sublet

Q: I have to leave town for the summer. Can I sublet my apartment?

A: A tenant under a standard written rental agreement cannot sublet without the permission of the landlord.

Lease Vs Tenant-At-Will

Q: Which is better? Signing a lease or being a tenant-at-will?

A: It depends on your needs. A lease binds you for the lease term but protects you against rent increases for that time period. A tenancy-at-will allows you to move out after giving a written 30-day notice but also allows the landlord to increase the rent with a 30-day notice. Tenancy-at-will agreements are often verbal but can be written.

Lease

Q: Do I have to sign a lease or can I be a tenant-at-will?

A: This is up to your landlord. He has a right to insist on a lease if he wants one.

Providing Key

Q: My tenant put new locks on her apartment door. Am I allowed to demand a key?

A: A tenant is not required to supply a key to the landlord, unless the lease or written tenancy-at-will agreement states that she must do so. However, tenants are obligated to allow the landlord reasonable access to do repairs, especially in the case of an emergency.

Copy of Lease

Q: I signed a lease three months ago. My landlord has not returned a copy to me. Am I entitled to one?

A: Tenants are entitled to a copy of the lease within 30 days of signing it. A landlord who has agreed to the lease but fails to return a copy within 30 days, can be punished by a fine of up to $300.[15]

Renewing a Lease

Q: My landlord has asked me to renew my lease now, but my current lease doesn't expire for another 4 months. Can he do that?

A: Yes. The good news is that you don't have to sign a new lease way in advance of the end of your current lease. The bad news is that if you don't, the landlord may find a new tenant to take your place at the end of the lease.

[15] G.L.c.186,sec15D???

RE-INSPECTION OF RENTAL UNITS

Rental housing units in Boston must be inspected to make sure they are in compliance with the Massachusetts State Sanitary Code when they are being re-rented to a new tenant. A "Certificate of Fitness" is issued once the apartment has passed inspection. A tenant may contact the Inspectional Services Department to obtain a copy or to verify that the inspection has been done.

When a rental unit is vacated, the landlord is required by law to contact the Inspectional Services Department (ISD), or hire his own Authorized Inspector who has completed the ISD certificate program and has been issued a certificate of completion, to inspect the unit to ensure that it meets the standards of the State Sanitary Code. If an Authorized Inspector is used rather than one from ISD, the inspector must sign and file a sworn statement certifying that the unit is in compliance with the State Sanitary Code. If a landlord is having the apartment inspected by ISD, he must ***request*** an inspection within 45 calendar days of a new occupancy of a unit. (The inspection does not have to take place within the 45 days). If the landlord is instead having the apartment inspected by an Authorized Inspector, the landlord has 60 calendar days from the new occupancy of a unit to file with ISD a sworn statement and inspection form ***completed*** by the Authorized Inspector. This requirement does not apply to:

1. Units that have been comprehensively inspected by ISD within the preceding 12 months if such inspections have resulted in no notices of violation to the owner
2. Apartments inspected, approved and leased through the Section 8 Housing Choice Voucher Program
3. Federal, State or City owned or managed apartments
4. Buildings containing from one to six units, if one is occupied by the owner
5. Licensed rooming houses, hotels or motels

The fee for the inspection by ISD is $50 per unit for buildings containing up to three units, and $75 per unit for all others. The filing fee for submitting a sworn statement by an Authorized Inspector is $25 per unit. (This filing fee is in addition to the landlord's cost of hiring an Authorized Inspector to do the work.) After the landlord has made such payment, he may in turn charge tenants for up to 50% of the inspection fee or the filing fee paid to the city, with the charge spread equally over 12 months.

Under certain circumstances landlords may apply to ISD for an extension of time to comply with the ordinance, or for a 5-year exemption from its requirements.

A landlord's failure to comply with provisions of this ordinance is punishable by a fine of $300 per month for every month that this condition continues to exist.[16]

[16] City of Boston Code, Section 9-1.3

UTILITIES AND BASIC SERVICES

Utilities

A tenant can be required to pay for electricity and gas only if it is separately metered to his account and serves only his unit.[17]

The landlord is usually required to pay for water.[18] However, under the new water law that went into effect statewide on March 16, 2005, the landlord may bill the tenants separately for water *only if all* of the following requirements are met:

- Landlord has installed sub-meters to measure the actual water used in each unit.
- Landlord has had low-flow fixtures installed.
- The tenant's tenancy began on or after 3/16/05.
- The previous tenant was not forced to vacate the unit.
- There is a written agreement signed by the landlord and tenant that clearly states that the tenant is responsible for a separate water bill, and
- The landlord has filed proper certification with the local Board of Health and the Inspectional Services Department.[19]

The landlord must pay for heat and hot water unless there is a written agreement to the contrary.[20]

Tenants are not responsible for lighting the common areas of the building except if they live in certain buildings of three units or less.[21]

Heat

In units that are heated by the landlord the heat must be on from September 15th through June 15th. The temperature must not be less than 68 degrees Fahrenheit between 7:00 a.m. and 11:00 p.m. and 64 degrees Fahrenheit between 11:01 p.m. and 6:59 a.m. There is a maximum allowable temperature of 78 degrees.[22]

[17] 105 C.M.R. 410.354
[18] DPH Formal Advisory Ruling, July 3, 1990
[19] G.L. c.186, §22 (c), (d), (e)
[20] 105 C.M.R. 410.190, 410.200, 410.354
[21] 105 C.M.R. 410.254
[22] 105 C.M.R. 410.201

Items in an Apartment

The landlord must provide a working stove and oven.[23]

The landlord must provide screens for each window in the units up to and including the fourth floor. They must be in place between April 1st and October 30th.[24]

The landlord is not required to provide a refrigerator, window blinds, shades, window safety bars or laundry facilities. However, if he does provide these services, he must maintain them in good working condition.

Window Guards

Although window guards are not required by law, landlords and tenants are encouraged to work together to ensure the safety of children. Contact the Boston Public Health Commission for information about the Childhood Injury Prevention Program.

Locks

The landlord must provide a working lock on every window as well as on the entry and exit doors to the unit. A lock fee may be charged for the entry door lock.[25]

Snow

The landlord is responsible for removing or making safe any and all snow and ice on sidewalks, entryways and all exit areas from the building. He is responsible for clearing the walkway and stairs even if he does not live in the building. These paths must be cleared or made safe within three hours of the end of the snowfall between dawn and dusk. There is no such requirement for clearing driveways.[26]

[23] 105 C.M.R. 410.100, 410.351
[24] 105 C.M.R. 410.551, 410.553
[25] 105 C.M.R. 410.480
[26] C.B.C. Rev. Ord. 1961 c. 29§49

Trash

In Massachusetts the landlords of buildings containing three or more units are responsible for proper disposal and collection of trash as follows:

1. A landlord is required to provide sufficient barrels with lids for the storage of all refuse generated in a building of three or more units. The barrels must be made of either metal or durable plastic material. Residents may use plastic bags in addition to barrels, but they must be of at least two-ply strength and tied securely. The landlord is not required to provide these plastic bags.
2. Generally, trash should be put out for collection no earlier than 5:00 p.m. of the previous day, but every neighborhood has its own rules. Check with Code Enforcement to find out if there are any special rules for your neighborhood.
3. Landlords are responsible to make sure areas around the building are kept clean.[27]

Recycling

1. ***Curbside Recycling***: The City of Boston offers a free curbside recycling program for all residents of Boston. Some items that can be recycled are newspapers, magazines, phone books, flattened cardboard, glass, metal, plastic containers and aerosol cans. For the recycling schedule in your neighborhood, or to learn about recycling services available to residents of large apartment buildings, call Recycling at the Public Works Department at (617) 635-4959.

2. ***Other Recycling Services***:
   - Seasonal Yard Waste Collection
   - Drop-Off Recycling
   - Paint and Motor Oil
   - Free Paint provision
   - Household Hazardous Waste and Tire Drop-off
   - TVs and Computer Monitors

[27] C.B.C. Ord. 1991 c. 5§28

Fire Safety

The landlord is required to provide and maintain smoke detectors in each apartment and in the common areas of the building. Smoke detectors are mandatory in all residential buildings. In buildings of one or two units smoke detectors may be battery-operated. These should be tested frequently and tenants would be well advised to change the batteries when the clocks are changed for Daylight Savings Time. The landlord is responsible for changing the batteries in the common area smoke detectors. In buildings of three or more units the smoke detectors must be "hard-wired" (connected to the main electricity source).[28]

In all newly constructed residential buildings of three or more units and all commercial buildings a sprinkler system for fire control must be installed and operational.[29]

Trash

Q: Another tenant in my building puts his wet garbage in paper bags, which has attracted scavengers. What can I do?

A: Garbage must be put out in double-ply plastic garbage bags or in barrels. The Code Enforcement Police at (617) 635-4896 can ticket people who don't comply. If they find evidence that the tenant is at fault, he or she will be ticketed. Otherwise, the ticket will go to the landlord.

Parking

Q: I've had a parking space for several years. All of a sudden the landlord says I can't park there anymore. Can she do that?

A: Yes. If your parking space was provided by informal arrangement, it can be terminated with a written 30-day notice. However, if parking is a service included in your lease, it cannot be taken away until the lease expires.

[28] G.L. c. 148, §26E
[29] C.M.R. 53, §2.4

LOW -INCOME

HOUSING

SUBSIDIZED HOUSING

General Information About Subsidized Housing

In many subsidized programs the amount paid by the tenant for rent, heat and utilities is based on a percentage of gross household income. The subsidizing program pays the remainder of the rent. Each year the tenant is re-certified in case there is a change in household income.

Most subsidized housing programs require that the tenant's income be no more than 50% of Median Income levels set by the U.S. Department of Housing and Urban Development (HUD). At this writing, in June 2005, the levels are:

Number in Household	50% Median Income
1	$28,950
2	$33,100
3	$37,200
4	$41,350
5	$44,650
6	$47,950

Tenants may be denied access to subsidies or subsidized housing if there is proof of a criminal record for any member of the household or of past evictions from public housing.

Boston Housing Authority (BHA)

The Boston Housing Authority is the largest supplier of affordable housing in Boston. The BHA makes this housing available through two divisions:

1. Public Housing: This division operates family and elderly developments throughout Boston.

2. Leased Housing: This division issues Section 8 vouchers, which are federal rent subsidies for qualified tenants living in apartments in privately owned buildings, and provides subsidies for Section 8 project-based developments.

Tenants can apply for both public and leased housing at the BHA's Housing Service Center.

Qualified applicants who find that the waitlist for Section 8 vouchers is closed or too long should apply for public housing and project-based developments as well if those lists are open.

A Section 8 voucher obtained from the Boston Housing Authority can be used anywhere in the continental United States. Likewise, a voucher obtained from a Housing Authority outside Boston can be used in the City of Boston.

Once a tenant has a voucher, he has to find a landlord willing to enter into a Section 8 lease. While landlords are not permitted to refuse to accept vouchers for discriminatory reasons, they can refuse to accept them on other grounds.

Eligibility and Waiting Lists

In addition to income, factors such as age, disability and household composition are considered in the determination of qualified parties.

Applicants for BHA public housing or Section 8 subsidy may qualify for a priority. Applicants with Priority One status go to the top of the list. Qualifications for Priority One status include being evicted by a court order but not for cause, homelessness, loss of rent control, being a fire victim, or being a victim of domestic violence or a hate crime.

Housing Counseling Assistance

The City of Boston's Rental Housing Resource Center contracts with local non-profit agencies to provide housing counseling services. Housing counselors at the agencies listed below can assist tenants in their efforts to remain in their current apartment or in their search for new housing in specific neighborhoods.

- NOAH: (617) 567-5882 East Boston, Charlestown, North End
- Salvation Army: (617) 236-7233 X259 South Boston, South End, Roxbury, Dorchester, Mattapan
- Allston-Brighton CDC: (617) 787-3874 X217 Allston, Brighton
- ABCD: Roxbury, Dorchester, Mattapan
- City Life/Vida Urbana: (617) 524-3541 X303 Jamaica Plain, Roxbury, Dorchester, Roslindale, Hyde Park
- Nuestra Comunidad: (617) 427-3599 Roxbury, Dorchester, Mattapan, primary; also Allston-Brighton, Chinatown, Back Bay, Beacon Hill

Safety Net

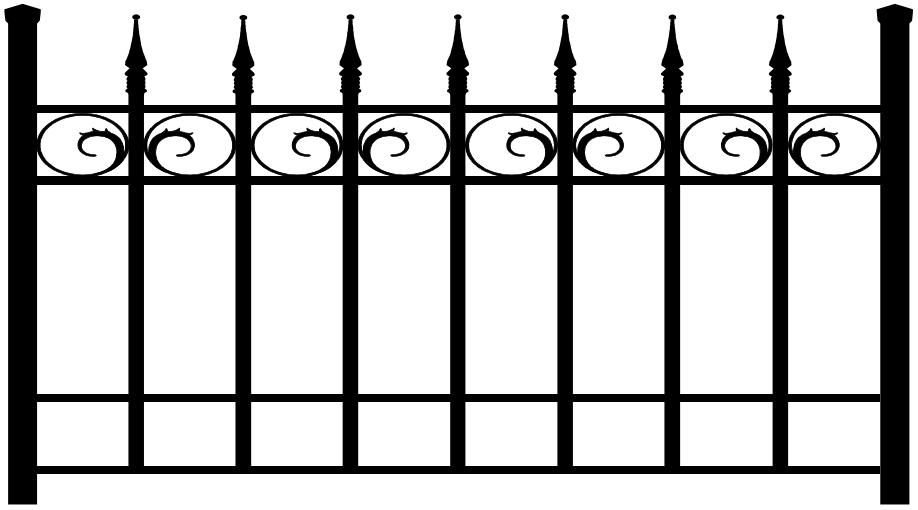
The Safety Net Program, also known as the Elderly Rental Assistance Program, is a limited rental subsidy program offered by the City of Boston's Rental Housing Resource Center. Tenants in Boston may apply if they are income eligible, and have lived in the same formerly rent-controlled units since November 1994, and have one household member who is elderly or disabled. If a tenant qualifies, his landlord could receive up to $300 per month towards the rent from the City of Boston for a maximum of 48 months.

Section 8 Assistance for Tenants of Formerly Rent-Controlled Units

Income eligible Boston tenants who have lived in the same formerly rent-controlled units since November 1994 may apply for priority status through the City of Boston's Rental Housing Resource Center. Receiving such status usually reduces the waiting period for receiving a Section 8 voucher, when they are available.

Other Low-Income Housing

Non-BHA family and elderly affordable housing developments are located in most neighborhoods. Applications for these housing units are usually available on site. Some of these developments are run by local Community Development Corporations (CDCs), whose numbers are listed in the back of this book. Eligibility requirements for these units are usually similar to those of the BHA.



LODGING HOUSES

Lodging House Basics

Lodging houses, also known as single-room occupancies (SRO) or rooming houses, are located throughout Boston. Historically, the units in these buildings have minimal or no kitchen facilities and tenants usually share bathrooms. By definition, under State Law, a lodging house is a house where lodgings are rented to four or more unrelated people. Lodging houses must be licensed by the City of Boston and must meet certain code requirements. The Inspectional Services Department can provide detailed information on these requirements.

A complete list of licensed lodging houses is available at the Licensing Board in Room 809 of Boston City Hall at a cost of $15.

Tenancy Issues

Tenants in lodging houses traditionally pay their rent on a weekly basis. In the event that a landlord wishes to evict a tenant or raise the rent, Massachusetts Law provides some rules that only apply to lodging houses. The rights of tenants living in lodging houses vary depending on the length of the tenancy:[30] For more information, call the City of Boston's Rental Housing Resource Center at (617) 635-RENT.

Lodging House Removal Permits

In order for an owner of a lodging house to convert it to some other use such as condominiums, apartments, commercial use or a parking lot, the owner must first apply to the Rent Equity Board Division of the Rental Housing Resource Center for a Lodging House Removal Permit. The owner and all tenants who occupy the building (as well as tenants who recently occupied the building) will be notified of a hearing concerning the owner's application and of the Board's decision.

[30] G.L. c. 186, §17
G.L. c. 239, §8A, §9

SHELTERS AND TRANSITIONAL PROGRAMS

There are various shelters in the City of Boston that provide temporary housing for the homeless and for those who are in a transitional period between one residence and the next. For personalized assistance and a complete list of shelters and the services they provide, contact the City of Boston's Emergency Shelter Commission at (617) 635 - 4507. If the office is closed, call the Mayor's 24-hour Hotline at (617) 635 - 4500.

Adult Shelters – *These shelters accommodate men and women who are at least 21 years old.*

Boston Rescue Mission/Kingston House, 39 Kingston St, Boston
(617) 482 - 8819
Long Island Shelter, Boston Harbor (617) 534 – 2526 X300
Shattuck Shelter, 170 Morton St, Jamaica Plain
(617) 522 - 8110 X3229
Woods Mullen Shelter, 784 Massachusetts Ave, Boston
(617) 534 – 7101
Impact, 105 Chauncy St, Boston (617) 542-0338 *This shelter is for single adults coming from other homeless shelters*

Night Drop-In Program – *This program accommodates adult men and women who are unable to access any of the above adult shelters.*

Boston Night Center, 31 Bowker St, Boston (617) 248 - 1998

Youth Shelter – *This shelter accommodates young people under 21.*

Bridge Over Troubled Water, 47 West St, Boston (617) 423 - 9575

Men Only Shelters

Pine Street Inn, 444 Harrison Ave, Boston (617) 521 - 7202
Long Island Annex, 39 Boylston St, Boston (617) 534-2500
United Homes Shelter, 540 Columbia Rd, Dorchester (617) 265 - 4515

Women Only Shelters

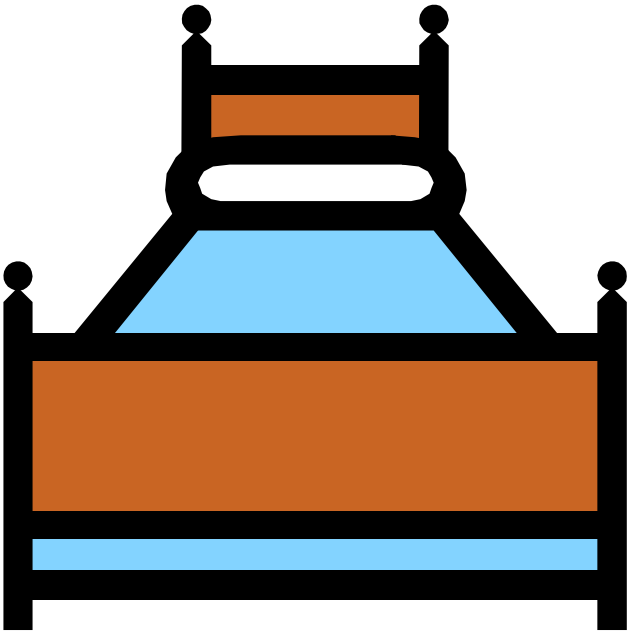
Pine Street Inn / Women's Inn, 363 Albany St, Boston (617) 892 - 9321
Rosie's Place, 889 Harrison Ave, Boston (617) 442 - 9322
Santa Maria, 11 Waltham St, Boston (617) 423 - 4366

Family Shelters – DTA Qualified Applicants - *The Department of Transitional Assistance (DTA) should be the first stop for families seeking shelter. If they meet DTA guidelines they will qualify for DTA assistance.*

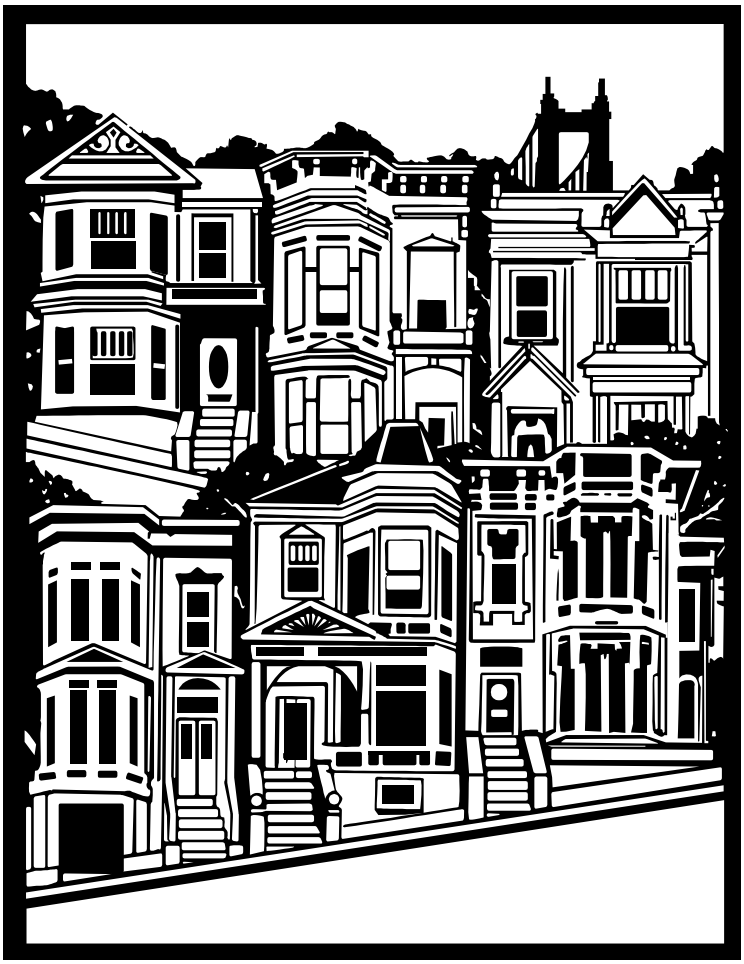
DTA Boston Family Housing Office, 90 Washington St, Dorchester
(617) 989 - 6100

<u>Family Shelters – Non-DTA Qualified Applicants</u> - *If a family does not meet DTA guidelines, the following shelters, known as shelters with community rooms, may be contacted:*

Boston Family Shelter, 656 Massachusetts Ave, Boston (617) 267 - 8081
Casa Nueva Vida, 53 Glen Road, Jamaica Plain (617) 524 - 6332
Crossroads Family Shelter, 56 Havre St, East Boston (617) 567 - 5926
Project Hope, 45 Magnolia St, Dorchester (617) 442 - 1880
ADULT MEN NOT PERMITTED
Queen of Peace, 410 Quincy St, Dorchester (617) 288 - 4182
NO MALE CHILDREN OVER 5 YEARS OLD
Sojourner House, 85 Rockland St, Roxbury (617) 442 - 0590
Temporary Home for Women & Children, 41 New Chardon St, Boston (617) 720 - 3611 ADULT MEN NOT PERMITTED
Traveler's Aid Society, call Mayor's 24-hour Hotline (617) 635 – 4500



PROBLEMS & RESOLUTIONS



MEDIATION

The City of Boston's Rental Housing Resource Center offers mediation free of charge to anyone involved in housing disputes in the City of Boston. Mediation can take place at the RHRC, in another location or on the telephone. Call (617) 635-RENT to schedule a mediation.

Landlords and tenants sometimes disagree about housing issues and are unable to resolve their differences without outside help. Before going to court, landlords and tenants should consider an alternate dispute resolution such as mediation. When successful, mediation can save both parties time and legal expenses.

Mediation is an informal process in which a mediator meets with the parties and works with them to come to an agreement that they both find satisfactory. A good mediator will be familiar with landlord-tenant law, will provide an unbiased sounding board, will act as a buffer between the parties if necessary, and will be able to help put an agreement in writing. Coming to such an agreement often requires a willingness to compromise on both sides. Everything said during a mediation is confidential and cannot be used against the other party in court.

CODE VIOLATIONS

When to Call the Inspectional Services Department

The State Sanitary Code sets the minimum standards that housing units must meet in the City of Boston. Tenants with complaints should report them to the landlord, preferably in writing. If the landlord fails to make the repairs after a reasonable time or if a problem needs immediate attention to eliminate a health risk, then a tenant living in Boston should report the violation to the City of Boston Inspectional Services Department (ISD) at (617) 635-5322. Code violations may include:

- Insufficient heat or hot water
- Windows that are not weather-tight
- Insect or rodent infestation

When to Call the Code Enforcement Police

The Code Enforcement Police is a division of the Inspectional Services Department. Call the Code Enforcement Police at (617) 635-4896 when you notice violations such as:

- Trash being put out too early
- Improper storage of trash
- Sidewalks that have not been shoveled
- Littering
- Illegal dumping
- Signs posted in public without proper authority

Rent Withholding

A tenant may consider withholding rent if the landlord fails to make repairs, provided that:

1. There are code violations
2. The landlord knew of, was informed of *or* should have known of the conditions
3. The damages were not caused by the tenant
4. Needed repairs can be made while the tenant is in residence
5. The conditions "endanger *or* materially impair" the health or safety of the tenant(s)

While the law does not mandate it, it is wisest for the tenant to set up a separate bank account for the withheld rental payments. In the event that the landlord attempts to evict for non-payment of rent, the tenant can raise rent withholding as a defense. The Court may order the withheld rent to be put into a Court-controlled escrow account.

The existence of code violations can be established by having the apartment and common areas inspected by the Inspectional Services Department.[31]

Repair and Deduct

A tenant may make repairs and deduct up to four months' rent in any twelve-month period to pay for out-of-pocket repair costs only if the following conditions exist: [32]

1. The Inspectional Services Department, the local Board of Health or a court of law certifies that the condition of the premises violates the State Sanitary Code or other applicable laws, and may endanger or materially impair the health, safety, or well-being of the tenant, *or*

2. The owner or his agent has:
   a. been notified in writing of the violations,
   b. failed to begin all necessary repairs or to enter into a written contract for such repairs within five days of the written notice, and
   c. failed to substantially complete all such repairs within 14 days of such notice (unless an agency or court has ordered that the violations be corrected in a shorter period).

A tenant may utilize the repair and deduct remedy only if the conditions were not caused by either the tenant, a person in his household, or by a guest of the tenant. This assumes that the owner has not been denied reasonable access to the unit to make necessary repairs.

If repairs are not made in a timely manner, as an alternative, the tenant may treat her rental agreement with the landlord as terminated and vacate the unit. This is called "constructive eviction". Ultimately, only a judge can determine whether a tenant is justified in taking such a drastic step.

[31] G.L. c. 239, §8A
[32] G.L. c. 111, §127L

Implied Warranty of Habitability

A landlord is required to guarantee that the apartment he rents out is free of material defects. If an apartment has material defects that were not caused by the tenant, and such defects are not the result of ordinary wear and tear, a tenant may be entitled to an abatement (or reduction) of rent.

If the violation existed at the beginning of the tenancy, the amount of the abatement is calculated by determining the diminution in the value of the apartment during the period of time the violation existed. If it arose later, then it is calculated from the time that the landlord had knowledge of the defective condition (or should have known of the violation) until such time as the condition is corrected.[33]

Usually a judge needs to make this decision during the course of a lawsuit initiated by the tenant or as a defense to a non-payment eviction case.

It is advisable to get legal advice before deducting rent.

Consumer Protection Act

A landlord's failure to correct code violations may also be a violation of the Consumer Protection Act, which forbids unfair or deceptive practices in the conduct of any trade or business. This Act allows the recovery of double or triple damages as well as attorney's fees if the tenant can show that the landlord acted willfully or knowingly or refused to settle in good faith.[34]

Interference with Tenant's Use and Quiet Enjoyment of Apartment

If a landlord interferes with a tenant's use and quiet enjoyment of his apartment by, for example, failing to provide utilities, a tenant can sue for up to three months rent or actual damages (if higher) plus attorneys' fees.[35]

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[33] BHA v. Hemingway
363 Mass.184, 293 N.E. 2d 831 (1973)
[34] G.L. c. 93A
[35] G.L. c. 186, §14

Retaliation

If a landlord tries to evict a tenant for a reason other than non-payment of rent within six months after a tenant engaged in a "protected activity" such as reporting the landlord to a government agency for violation of the law (such as code violations) or joining a tenants' organization, the court will presume that the eviction is being done "in retaliation".

A tenant claiming retaliation can also sue a landlord for one to three months' rent plus attorneys' fees. The landlord has the right to try to prove to the court that the eviction is not retaliatory but is being done for some other legitimate purpose.[36]

Landlord Access to Apartment

Q: Can my landlord go into my apartment without telling me in advance to do repairs?

A: Unless there is an emergency, the landlord must give you reasonable notice. The landlord may go into an apartment to inspect it, do repairs or show it to others, if this is stated in the lease.

Mice & Bugs

Q: I have mice in my apartment. I told my landlord but he hasn't responded. What can I do?

A: The occupant of a one-unit dwelling is responsible for the extermination of insects, mice, rats and skunks.
The owner of a dwelling with two or more units is responsible for the extermination of insects, mice, rats, and skunks. Call the Inspectional Services Department (ISD) at (617) 635-5322. If your apartment is infested, ISD will order your landlord to exterminate.

Water Shutoff

Q: My water has been shut off because my landlord didn't pay the bill. What can I do?

A: If the landlord won't correct the situation, you should enter into a payment agreement with Boston Water & Sewer. The payments can be legally deducted from your rent until the account is no longer in arrears.

Paint

Q: My apartment really needs to be painted. Is my landlord responsible?

A: A landlord is only required to paint an apartment if a violation of the State Sanitary Code is involved. Painting for aesthetic purposes is up to the tenant but should not be done without the landlord's written approval.

[36] G.L. c. 239, §2A

Overcrowding

A landlord may refuse to establish a tenancy that violates the State Sanitary Code, which regulates the number of tenants allowed per square foot. A dwelling unit must contain at least 150 square feet for the first occupant and at least 100 square feet for each additional occupant. Each bedroom used by one occupant must contain 70 square feet of floor space and for more than one person each bedroom must contain at least 50 square feet for each occupant[37].

Lead Paint

Lead is a toxic material that was used in most interior and exterior house paints until 1978. As the paint ages, it disintegrates into toxic chips or dust that can be breathed in as it mixes with the air. Children are at the greatest risk of poisoning although adults can be affected as well. Depending upon the amount ingested, lead poisoning can cause conditions that may vary from behavioral problems and learning deficiencies to mental retardation and death.

Lead was banned from being used in house paint on January 1st, 1978. Unfortunately, most of the local housing stock was built prior to this, so many residential properties have lead paint problems. State Law requires a landlord to remove lead paint or make it inaccessible in any residence where a child under the age of six resides.

Even if a landlord knows that his building has lead paint, it is illegal for him to refuse to rent to a tenant who has young children.[38]

For address-specific information about lead hazards in housing located in Boston, see the HUD website, www.leadsafehomes.info.

Testing for Lead

Children who reside in older apartments where the presence of lead is suspected should be tested by a health care professional for possible levels of lead in the blood. The Boston Childhood Lead Poisoning Prevention Program can supply free lead testing of Boston apartments, if they are occupied by children aged six or under. They also provide medical follow-up of children with elevated blood lead levels as well as information about lead poisoning and lead paint removal.

[37] 105 C.M.R. 410.400
[38] G.L. c. 151B, §4

Programs for Lead Paint Removal

There are governmental programs for making privately owned residential units and homes lead safe:

1. There are Lead Safe programs available through HUD and MHFA that offer low interest loans for investor-owned properties, assistance for one to four unit properties and 0% interest, deferred payment loans for owner-occupied properties. Eligibility is based on income and household size. For more information or to obtain an application for assistance, contact the City of Boston's Department of Neighborhood Development's Lead Safe Boston program at (617) 534-5965.

2. The Commonwealth of Massachusetts allows a $1,500 income tax credit per unit to tenants or property owners who pay to have lead paint removed. Information on this program can be obtained by calling the Massachusetts Department of Revenue at (617) 887-6367.

3. De-leading training is being offered to Boston property owners by the Boston Childhood Lead Poisoning Prevention Program. Moderate risk de-leading is a new method of safely reducing lead hazards in your home. Learn how to bring your home into compliance with the Massachusetts lead law by calling (617) 530-5966.

QUALITY OF LIFE

Quality of Life refers to things that impact the enjoyment of your apartment.

Building Permit

Q: My landlord is having work done on my building. How can I find out if he has a permit?

A: If a permit is required it should be posted and visible from the street. If a permit is not posted, call the Inspectional Services Department to find out if one is necessary.

Construction Hours

Q: What time in the morning can workers begin working? What time in the evening do they have to stop? How about weekends?

A: Workers can begin work at 7:00 AM and have to stop by 6:00 PM on weekdays. To do work after hours and on weekends, they are required to have a Special Construction Permit issued by the Inspectional Services Department. There are no particular criteria prohibiting the issuance of this type of permit.

Utility Shutoff

Q: Can my landlord shut off utilities while having work done?

A: Yes, temporarily, if it is necessary or safer to work that way.

Noisy Neighbors in Building

Q: My neighbor above me plays music at all hours of the night. It is very disturbing, what can I do?

A: If the noise is coming from an apartment that is owned by the landlord, it is his responsibility to do something about it. He might even have to evict the noisy tenant if a reasonable solution cannot be worked out.

Noisy Neighbors in Other Buildings

Q: My neighbor in the building next door plays music at all hours of the night and it's depriving me of sleep. What can I do?

A: Call the police and complain. Your landlord isn't responsible unless he owns the neighboring building and therefore has some control.

RENT INCREASES

Rent control was abolished in Massachusetts by a statewide referendum in 1994. Now, with very few exceptions, a landlord can charge whatever rent the market will bear.

Rents cannot be increased during the term of a lease, but tenants-at-will can be given rent increases at any time as long as the landlord provides a proper written thirty-day notice terminating the current tenancy and offering a new tenancy at a higher rent. The thirty-day notice must be received by the tenant at least 30 days before the rent increase is to take effect, or one full rental period if the month is longer than 30 days.[39]

Raising the Rent Twice in One Year

Q: My landlord raised my rent six months ago. Now she wants to raise it again. Can she do that?

A: If you have a lease, the rent cannot be increased until the lease ends. If you are a tenant-at-will, your landlord can increase your rent at any time by serving you with a valid 30-day notice.

If the Tenant Won't Pay the Rent Increase

Q: What can I do when my tenant does not pay a rent increase?

A: If a tenant does not pay a rent increase but continues to pay the old rent, the landlord can start eviction proceedings for failure to pay a valid rent increase. In the interim, the landlord should accept the old rent "for use and occupancy only".

[39] G.L. c. 186, §12, 13

EVICTIONS

Eviction Basics

Eviction actions are legal proceedings. A tenant cannot be evicted without a court order. To evict a tenant the landlord must first properly terminate the tenancy and then obtain the court's permission to take possession of the unit.

A landlord who is in the process of evicting a tenant should familiarize himself with the summary process rules before proceeding, as a procedural error may result in the dismissal of the case. Although it is not required, a landlord should consider retaining an attorney to assist in an eviction proceeding.

A tenant has the right to defend himself in court and to try to prevent or delay an eviction. If possible, tenants should contact a legal aid service or their own attorney for assistance.

Grounds for Eviction

A tenant cannot be evicted in retaliation for performing certain legal activities such as:

- Informing the landlord (preferably in writing) of violations of the state sanitary code
- Contacting the Inspectional Services Department, health inspectors or other authorities about violations of the law
- Joining or organizing a tenants' group
- Instituting an action to pursue legal rights
- Legally withholding rent
- Deducting money from rent payments to prevent shutoff of landlord-paid utilities
- Deducting from rent payments the cost of repairs the landlord has failed to make

If a landlord tries to evict a tenant within six months of such an activity, there is a legal presumption that the eviction is retaliatory.[40]

[40] G.L. c. 239, §2A

A tenant under a standard written lease may only be evicted for one of three reasons:

1. Non-payment of rent
2. Violation of a term of the lease (if the lease states the landlord may evict for such violation)
3. Illegal activity in the apartment

A tenant without a written lease can be evicted without cause. However, he still must be served with a "notice to quit".

Notice to Quit

A **"**notice to quit**"** is a written notice from the landlord, which orders the tenant to "vacate" or "deliver up" the unit by a certain date. Receipt of this notice does not mean that the tenant has to leave by that date; it simply puts the tenant on notice that the landlord desires to terminate the tenancy. Delivery of a notice to quit is the first step in the eviction process.

A landlord has several options available for the delivery of a notice to quit. They are:

1. Personal delivery to the tenant
2. Leaving it with the tenant's spouse
3. Sending it by first class mail
4. Having a deputy sheriff or constable serve the notice to the tenant

If a tenant denies receipt of the "notice to quit", it will be the landlord's legal burden to prove such service. Therefore it is advisable for landlords to have the notice served by constable or deputy sheriff and by first class mail. Failure to prove service of the "notice to quit" will likely result in dismissal of the eviction action.

In the event that the unit is being used for illegal purposes, the law allows the landlord to proceed directly to court without first terminating the tenancy in writing or serving a notice to quit.[41]

If a landlord wishes to evict a tenant for non-payment of rent, he must serve the tenant with a 14-day notice to quit. This applies whether or not the tenants are covered by a written tenancy agreement. The first time a tenant-at-will receives a 14-day notice to quit he has the right to "revive" the tenancy by paying the rent owed in full. After service of a subsequent 14-day notice to quit

[41] G.L. c. 139, §19

within 12 months, the landlord does not have to allow the revival. If there is no lease in effect, the notice to quit for non-payment of rent must inform the tenant of the right to revive the tenancy by paying the rent.[42] If there is a lease in effect, no notice to revive is necessary, and a tenant can prevent eviction by paying the rent owed by the date the court answer is due.[43]

In leased units, termination of tenancy for reasons other than non-payment may have varying required notice periods. For example, in many standard leases a seven-day notice to quit may terminate a tenancy. Always check the lease to determine the required notice.

Tenants-at-will must receive at least a 30-day notice to quit for other than non-payment evictions.

A 14-day notice to quit may be sent on any day of the month.

A 30-day notice to quit must be received at least 30 days (or one full rental period if it is longer than 30 days) before the date of termination. For example, assuming that the rent is due on the first of each month, and that the termination is to take effect on November 1st, the notice must be received no later than September 30th.. (The month of October would serve as the full month's notice period.) Should the termination take effect on March 1st, the notice must be received no later than January 29th (January 30th in a leap year), because the month of February has less than 30 days.
To prevent any possible confusion over the termination date it is advisable to use the following language in the notice: "The tenancy is terminated at the end of the rental period that begins next after receipt of the notice".

Summary Process

If the tenant has not vacated by the termination date, the landlord must file a summary process complaint at court. If the property is located in Boston, the case may be filed either in the district court where the property is located or in Boston Housing Court. A tenant has the right to transfer any eviction action filed in a district court to the Boston Housing Court, which is located near Government Center. This can be done by requesting and filling out a "notice of transfer" form from the district court where the action has been entered and filing it with that district court.

[42] G.L. c. 186, §12
[43] G.L. c. 186, §11

Once the court has scheduled a hearing, the landlord must serve the tenant with a summons informing him of the date, time and location of the hearing. At the hearing both parties are allowed to present their case to the judge. Although there is no guarantee as to the length of time the court will allow before ordering an eviction, it is clear that some time will be granted in a case where the tenant is not "at fault". Such extensions, called "stays of execution", can be granted for up to six months, or for up to one year for tenants who are elderly or disabled.

Late Payment of Rent

There is no "grace period" for the payment of rent. If the rent is due on the first of the month, rent paid after that date is considered late. The only exception to this is for any tenant whose source of income is a government check such as a Social Security or disability payment which arrives later than the first of each month. This exception only holds if payment is made promptly upon receipt of the government check.

A landlord can collect a late fee only if there is a "late payment penalty" clause in a lease, and then not until the rent is 30 days late.

A lease cannot have a "discount clause" for paying the rent on time, as this is a late payment clause in disguise and is illegal.[44]

Right To Quiet Enjoyment

A tenant's right to quiet enjoyment is protected by statute. A tenant may recover actual and consequential damages or three months' rent, whichever is greater, plus reasonable attorney's fees, if the landlord interferes with his ability to use and enjoy the premises by:

1. Attempting to get the tenant to vacate the unit by use of force without going through a court process.
2. Committing an act of omission, such as failing to provide utilities, that makes the premises substantially unsuitable so as to "constructively" evict the tenant.

Lockouts

It is illegal for a landlord to lock out the tenant, move possessions out of the unit, shut off utilities or otherwise interfere with the tenant's use of the unit without a court order. Illegal utility shut-off

[44] G.L. c. 186, §15B(1)(c)

and lockout are crimes punishable by imprisonment for up to six months or fines of $25 to $300.[45]

If the landlord has taken any of these actions the tenant should inform the police of the situation. Often, police involvement will settle the dispute. If not, the tenant should go to Housing Court and get a "temporary restraining order" (TRO). A TRO will order the landlord to refrain from these illegal activities and re-admit the tenant to the unit.

The Nuisance Statute

Under the Nuisance Statute, also known as the Drug Law, a tenancy agreement can be rendered null and void if a tenant uses or allows his unit to be used for the following illegal acts:

1. Prostitution
2. Lewdness
3. Illegal gambling
4. The keeping or sale of alcoholic beverages
5. Habitually serving alcoholic beverages to persons who are intoxicated or who the tenant knows will drive while intoxicated
6. The keeping, sale or manufacture of controlled substances
7. Illegal possession or keeping of a weapon
8. Use of an explosive or incendiary device

The Nuisance Law can also be invoked if a tenant or household member of a housing authority, federal or state-assisted housing unit uses force or violence against agents who are legally on the premises of such property.

If a landlord knowingly allows any of the above activities to take place and fails to take all reasonable measures to evict the tenants at fault, he can be subject to a fine of up to $1000 or a jail term of up to one year or both.

Under the Nuisance Law, a landlord can go directly to district, superior or housing court to seek an immediate eviction by summary judgment. The landlord would have to provide a copy of the police report alleging the illegal activity or a letter stating that the property could be subject to forfeiture due to illegal activity. A statement attesting that a drug analysis is being taken or that a

[45] G.L. c. 186, §14

positive test was performed is necessary in cases involving an allegation of illegal drug activity.[46]

Non-Acceptance of the Rent Payment

Q: What can a tenant do if the landlord does not accept the rent payment?

A: Tenants should protect themselves from possible non-payment evictions under these circumstances by creating a record of willingness to tender payment. Setting the money aside and sending a letter by certified mail (return receipt requested) informing the landlord that the rent is available is a good step.

Retaliatory Eviction

Q: My landlord is angry with me because I recently complained to the Inspectional Services Department about the bad condition of my apartment. Now she is trying to evict me. Can she do that?

A: By law, there is a presumption of retaliation if the landlord tries to evict you within six months of your official complaint. In order to overcome this presumption, the landlord would have to prove that she would have taken the same actions in the same way and at the same time regardless of your complaint about the conditions.

[46] G.L. c.139, §19

CONDOMINIUM CONVERSION

The Condominium Ordinance

The owner of a building in Boston consisting of rental units may convert his building to condominiums. However, if any tenants occupy the building the landlord must comply with the city ordinance that provides certain rights to those tenants who live in the property at the time of the conversion.

This ordinance applies to most buildings that contain at least four housing units. An owner should check with the City of Boston's Rental Housing Resource Center, at (617) 635-RENT, to see if the ordinance applies to his building.

Tenants who reside in other Massachusetts cities and towns may have rights pursuant to the State Condominium Law.[47]

Tenants' Rights

Listed below is a brief summary of rights which tenants who reside in the property at the time of the conversion must be afforded under the Boston Ordinance:

1. **Notice Periods**: Elderly, disabled and low or moderate-income tenants must be given a five-year condominium conversion eviction notice before they are evicted for condominium conversion. All other tenants are entitled to a one-year notice.
2. **Right Of First Refusal To Purchase Unit**: Tenants are entitled to purchase their units before anyone else has a chance to buy them, on the same or more favorable terms than those that are offered to the public.
3. **Relocation Assistance**: A landlord should attempt to provide low or moderate income, elderly or disabled tenants with help in locating accessible and comparable apartments within Boston.
4. **Limitations On Rent Increases**: Rent increases are restricted, during a notice period, to the percentage increase of the Consumer Price Index (CPI) or 10%, whichever is less.
5. **Just Cause Evictions**: Tenants under notice cannot be evicted without a good reason. Landlords must prove such reason, or "just cause", in court.
6. **Relocation Benefit**: Tenants who voluntarily vacate their units during the notice period and are current in their rent are entitled to a relocation benefit from their landlords. On December 15, 2004, the Boston Condominium Ordinance was extended to December 31, 2009 and the relocation benefit was increased from $3000 to $5000 for elderly, disabled and low to moderate-income tenants and from $1500 to $3000 for everyone else.[48]

[47] c.527 of the Acts of 1983
[48] Chapter 8, City of Boston Ordinances of 1999, amended by Chapter 12, City of Boston Ordinances of 2004

FIRE

Insurance

In the event of a fire, a landlord's property insurance *will not* cover damages to a tenant's property, except in rare cases. It is advisable for tenants to purchase renter's insurance to guard against damage to their possessions.

Every home-owner's insurance policy in the Commonwealth of Massachusetts which insures multi-unit residential property (except for some school dormitories) against loss or damage by fire must provide a benefit of up to $750 (without the deductible) for each rental unit, to cover the actual costs of relocation of any tenant or lawful occupant displaced by fire or by damage resulting from fire. These funds will reimburse a tenant for some out-of-pocket expenses incurred as a result of the fire.[49]

The landlord of the property is required to notify each tenant or lawful occupant in writing of the benefits payable under this clause at the beginning of the lease or tenancy period.

The landlord of any residential or commercial property, upon the written request of any tenant or lawful occupant, or of any code or other law enforcement official or of any official of the municipality in which the property is situated, shall disclose in writing within fifteen days of such request the name of the company insuring the property against loss or damage by fire and the amount of insurance provided by each such company and the name of any person who would receive payment for a loss covered by such insurance.

This requirement cannot be waived, and violations of the provisions of this section are punishable by a fine of not more than five hundred dollars.[50]

Documentation Of Possessions

Insured tenants and landlords should document their possessions. Dated receipts, photographs and videotapes are excellent ways of documenting possessions.

[49] G.L.c.175, §99
[50] G.L.c.186, §21

After a Fire

A representative from the Mayor's Office of Neighborhood Services is called to every fire that displaces residents in the City of Boston. The representative will coordinate city services and resources to help fire victims obtain immediate shelter and will direct them to area housing agencies that can assist them in finding more permanent housing.

The Mayor's Office neighborhood representative will be in close contact with the Inspectional Services Department's Building and Housing Divisions regarding the fire. A building inspector can help determine whether the building is stable and write an unsafe and dangerous violation that requires corrective action be started within 24 hours if necessary. Depending on the extent of the damages, the building inspector can require repair work to commence within 24-hours or 30 days. Once work has begun, as long as it is progressing, there is no specific time frame for completion. A building must be inspected prior to re-occupation.

The site must be secured within 24 hours. The Inspectional Services Department can help in securing the site, which might include boarding up windows and entrances and cleaning up dangerous debris.

The Building Department receives a printed notice of every fire, which includes an estimate of the amount of damage incurred.

The housing inspector can determine whether the property is fit for human habitation.

Emergency Housing After a Fire

As soon as possible after a fire, both tenant and landlord should obtain a copy of the fire report prepared by the Boston Fire Department. Landlords and tenants will need this document for insurance claims and will also need this form if they need to search for new housing. Displacement by fire is a ground for priority one status for applicants for Section 8 and project or development-based subsidized housing.

Insurance Adjusters

Independent insurance adjusters will often be found at the site of a fire offering their services to both landlord and tenant. Insurance adjusters can provide valuable services such as assistance in the preparation and filing of insurance claims, but there is a charge for these services, which is often based upon a percentage of the total claim paid. It is important to shop around for a trustworthy and reasonably-priced insurance adjuster, and to get a signed contract.

HOME OWNERSHIP

First Time Buyer

The Boston Home Center at the City of Boston's Department of Neighborhood Development has programs for qualified first time home-buyers. They may be reached at (617) 635-4663. These programs include:

- Home Buyer Education classes
- Credit Counseling
- Loan/grant programs
- Specialty mortgage programs
- Home purchase and repair information
- Foreclosure prevention services
- Home repair loan scam avoidance

Homeowner Assistance

There are programs to assist homeowners with costs associated with owning a home.

- Boston HomeWorks provides grants and loans of up to $5,000 to pay for part of the costs for home improvements. (617) 635-0600

For senior homeowners, the following programs are also available:

- Senior Homeowner Services Program. This City program offers reduced costs and assistance for repairs for income-eligible Boston homeowners. (617) 635-0369
- Aging in Place Project. Eligible senior Boston homeowners can receive assistance in locating and receiving resources to remain in their homes. (617) 357-6332 x221
- Homeowner Options for Massachusetts Elders (HOME). Eligible homeowners in Massachusetts can apply for a Senior Home Equity Line of Credit (SELOC) to help cover their expenses. (617) 451-0680
- Senior Vacant Unit Program. This DND program makes deferred loans to senior Boston homeowners to rehabilitate vacant units for rental purposes, providing they sign a rent agreement saying they will keep the rent at a reasonable level. (617) 635-0314

IMPORTANT TELEPHONE NUMBERS

EMERGENCY - call 24 hours a day

AMERICAN RED CROSS DISASTER LINE ..... (800) 564-1234
BOSTON FIRE EMERGENCY 911
BOSTON POLICE EMERGENCY 911
BOSTON MEDICAL CENTER-EMERGENCY
- ADULT ..... (617) 414-4075
- PEDIATRIC ..... (617) 414-4991

EMERGENCY STORM CENTER, during major snowstorms ..... (617) 535-3050
MAYOR'S 24-HOUR HOTLINE ..... (617) 635-4500
MAYOR'S NO HEAT HOTLINE ..... (617) 635-4500

GOVERNMENT

ATTORNEY GENERAL ..... (617) 727-8400
BOSTON ARSON HOTLINE ..... (617) 343-3324
BOSTON CITY HALL (MAIN LINE) ..... (617) 635-4000
BOSTON FIRE DEPARTMENT HEADQUARTERS ..... (617) 343-3550
BOSTON FIRE DEPARTMENT - EMERGENCY ..... (617) 343-2880
BOSTON FIRE INVESTIGATION UNIT ..... (617) 343-3324
BOSTON HOME CENTER ..... (617) 635-4663
BOSTON POLICE HEADQUARTERS ..... (617) 343-4200
BOSTON PUBLIC HEALTH COMMISSION ..... (617) 534-5394
COMMISSION FOR PERSONS WITH DISABILITIES ..... (617) 635-3682
CONSUMER AFFAIRS AND LICENSING ..... (617) 635-4165
DEPARTMENT OF NEIGHBORHOOD DEVELOPMENT (DND) ..... (617) 635-3880
DEPARTMENT OF REVENUE ..... (617) 887-6367
DEPARTMENT OF TRANSITIONAL ASSISTANCE ..... (617) 989-6100
EMERGENCY SHELTER COMMISSION ..... (617) 635-4507
EMERGENCY SHELTER COMMISSION ..... (617) 635-4507
ELDERLY COMMISSION ..... (617) 635-4375
FAIR HOUSING COMMISSION ..... (617) 635-4408
HOUSING COURT ..... (617) 788-8485
H.U.D. ..... (617) 994-8200
INSPECTIONAL SERVICES DEPARTMENT (ISD) ..... (617) 635-5322
- Building Permits ..... (617) 635-3271
- Code Violations ..... (617) 635-5322
- Code Enforcement Police ..... (617) 635-4896
- Health Code Violations ..... (617) 635-5322

LEAD SAFE PROGRAM ..... (617) 534-5965
LICENSING BOARD ..... (617) 635-4170
MASS. COMMISSION AGAINST DISCRIMINATION ..... (617) 727-3990
MAYOR'S 24-HOUR HOTLINE ..... (617) 635-4500
MAYOR'S NO HEAT HOTLINE ..... (617) 635-4500
MEDIATION, RENTAL HOUSING RESOURCE CENTER ..... (617) 635- RENT (7368)
METRO HOUSING OFFICE ..... (617) 635-3321
OFFICE OF NEW BOSTONIANS ..... (617) 635-2980
OFFICE OF NEIGHBORHOOD SERVICES ..... (617) 635-3485
OFFICE OF THE PARKING CLERK ..... (617) 635-4682
RECYCLING, PUBLIC WORKS DEPARTMENT ..... (617) 635-4959
- Computer Monitors ..... (617) 635-7574

REGISTRY OF DEEDS ..... (617) 788-8575
RENTAL HOUSING RESOURCE CENTER ..... (617) 635- RENT (7368)
RESIDENT PARKING PERMIT ..... (617) 635-4682
SAFETY NET, RENTAL HOUSING RESOURCE CENTER ..... (617) 635-RENT (7368)
SNOW, EMERGENCY STORM CENTER, during major snowstorms ..... (617) 535-3050
TAXPAYER REFERRAL/ASSISTANCE CENTER (TRAC) ..... (617) 635-4287
ZONING BOARD OF APPEALS ..... (617) 635-4775

HOUSING SERVICES AND COUNSELING

ABCD…….....(617) 357-6332
AIDS ACTION LINE.....(617) 536-7733
ALLSTON – BRIGHTON CDC ..... (617) 787-3874, Ext.217
ASIAN CDC .....(617) 482-2380
CITY LIFE / VIDA URBANA (JAMAICA PLAIN)……(617) 524-3541, Ext.303
CODMAN SQUARE CDC.....(617) 825-4224
DORCHESTER BAY EDC.....(617) 825-4200
EAST BOSTON CDC .....(617) 569-5590
FENWAY CDC.....(617) 267-4637
FIELDS CORNER CDC.....(617) 282-4290
GROVE HALL NDC .....(617) 445-2284
JAMAICA PLAIN NDC .....(617) 522-2424
LENA PARK CDC.....(617) 436-1900
MADISON PARK CDC .....(617) 541-3900
MASS. COALITION FOR THE HOMELESS .....(781) 595-7570
METRO HOUSING OFFICE.....(617) 635-3321
N.O.A.H. .....(617) 567-5882
NUESTRA COMMUNIDAD .....(617) 427-3599
SALVATION ARMY ..... (617) 236-7233, Ext. 259
SOUTH BOSTON NDC .....(617) 268-9610

LEGAL ASSISTANCE

ATTORNEY GENERAL.....(617) 727-8400
BOSTON BAR ASSOCIATION-LAWYER REFERRAL SERVICES .....(617) 742-0625
COMMUNITY LEGAL SERVICES AND COUNSELING CENTER.....(617) 661-1010
GREATER BOSTON LEGAL SERVICES .....(617) 371-1234
Elderly unit Ext.1804
HOUSING COURT .....(617) 788-8485
JAMAICA PLAIN LEGAL SERVICES.....(617) 522-3003
MASS. BAR ASSOCIATION - LAWYER REFERRAL SERVICES .....(617) 654-0400
NEW ENGLAND SCHOOL OF LAW LEGAL SERVICES.....(617) 422-7380
VOLUNTEER LAWYERS PROJECT .....(617) 423-0648

PROPERTY OWNERS

BOARD OF REGISTRATION OF REAL ESTATE BROKERS & SALESPEOPLE
.....(617) 727-2373
Office of Investigation ..... (617) 727-7406
GREATER BOSTON REAL ESTATE BOARD/
RENTAL HOUSING ASSOC. (RHA).....(617) 423-8700
BOSTON CHILDHOOD LEAD POISONING PREVENTION PROGRAM....(617) 534-5966

UTILITIES

BOSTON WATER AND SEWER COMMISSION.....(617) 330-9400
KEYSPAN.....(617) 469-2300
NSTAR .....(800) 592-2000
MAYOR'S 24-HOUR HOTLINE.....(617) 635-4500
MAYOR'S NO HEAT HOTLINE.....(617) 635-4500
CITIZENS ENERGY CORPORATION .....(617) 338-6300
Offer credit of $150 towards a gas utility bill
Winter – will pay for ½ of 175 gallons of home heating oil one time/client
MASS. ENERGY CONSUMERS ALLIANCE .....(800) 287-3950
Offers discounted heating oil, 10 to 30 cents below retail oil price

SHELTERS

EMERGENCY SHELTER COMMISSION .....(617) 635-4507

Adult Shelters

BOSTON RESCUE MISSION/KINGSTON HOUSE, 39 Kingston St., Boston .....(617) 482-8819

IMPACT, 105 Chauncy St, Boston .....(617) 542-0338

LONG ISLAND SHELTER, BOSTON HARBOR .....(617) 534-2526

Intake ..... Ext 300

Administration .....(617) 534-2526

SHATTUCK SHELTER, 170 Morton St., Jamaica Plain ..... (617) 522-8110, Ext. 3229

WOODS MULLEN SHELTER, 784 Massachusetts Ave., Boston.....(617) 534-7101

BOSTON NIGHT CENTER, 31 Bowker St., Boston.....(617) 248-1998

Youth Shelter

BRIDGE OVER TROUBLED WATER, 47 West St., Boston.....(617) 423-9575

Men Only Shelters

PINE STREET INN, 444 Harrison Ave., Boston.....(617) 521-7202

LONG ISLAND ANNEX, 39 Boylston St., Boston .....(617) 534-2500

UNITED HOMES SHELTER, 540 Columbia Rd., Dorchester.....(617) 265-4515

Women Only Shelters

PINE STREET INN/WOMENS INN, 363 Albany St., Boston .....(617) 892-9321

ROSIE'S PLACE, 889 Harrison Ave., Boston .....(617) 442-9322

SANTA MARIA, 11 Waltham St., Boston .....(617) 423-4366

Family Shelters

DTA BOSTON FAMILY HOUSING OFFICE, 90 Washington St., Boston ...(617) 989-6100

BOSTON FAMILY SHELTER, 656 Massachusetts Ave., Boston .....(617) 267-8081

CASA NUEVA VIDA, 53 Glen Road, Jamaica Plain .....(617) 524-6332

CROSSROADS FAMILY SHELTER, 56 Havre St., East Boston.....(617) 567-5926

PROJECT HOPE, 45 Magnolia St., Dorchester (no adult men) .....(617) 442-1880

QUEEN OF PEACE, 410 Quincy St., Dorchester (no boys over 5).....(617) 288-4182

SOJOUNER HOUSE, 85 Rockland St., Roxbury.....(617) 442-0590

TEMPORARY HOME FOR WOMEN & CHILDREN, 41 New Chardon St., Boston (no adult men) .....(617) 720-3611

TRAVELER'S AID SOCIETY, call Mayor's 24-hour Hotline.....(617) 635-4500

FINANCIAL ASSISTANCE FOR HOMEOWNERS

AGING IN PLACE PROJECT.....(617) 357-6332

Assistance for seniors in locating and applying for resources ..... Ext. 221 to remain in their home

BOSTON HOMEWORKS .....(617) 635-0600

Grants and loans of up to $5,000 for home improvements

CITIZENS ENERGY CORPORATION .....(617) 338-6300

Offer credit of $150 towards a gas utility bill

Winter – will pay for ½ of 175 gallons of home heating oil one time/client

HEATWORKS.....(617) 635-0338

Provides heating systems, repair and replacement services at no cost to qualified seniors.

HOMEOWNER OPTIONS FOR MASSACHUSETTS ELDERS (HOME) ...(617) 451-0680

Assistance in establishing line of credit through Senior Home Equity Line Of Credit (SELOC)

MASS. ENERGY CONSUMERS ALLIANCE .....(800) 287-3950

Offers discounted heating oil, 10 to 30 cents below retail oil price

PAINTWORKS.....(617) 635-0600

Financial and technical assistance to improve the exterior of homes of qualified Boston homeowners

SENIOR HOMEOWNER SERVICES PROGRAM .....(617) 635-0369
Reduced costs and assistance for repairs for income-eligible senior
SENIOR VACANT UNIT INITIATIVE .....(617) 635-0314
Loans to seniors to rehabilitate vacant units

FINANCIAL ASSISTANCE FOR TENANTS

ABCD .....(617) 357-6332
Help with back rent for Boston residents with proof of income and proof of need
AIDS ACTION COMMITTEE – HOPWA (Housing Opportunities for Persons With AIDS) Rental assistance and homelessness.....(617) 450-1467
prevention for individuals with AIDS or HIV
CATHOLIC CHARITIES, Dorchester .....(617) 287-1150
Rental and utility assistance with verification of need for Boston residents
CITY MISSION SOCIETY .....(617) 742-6830
Rent, utilities, food and fuel assistance on a case by case basis
EMERGENCY SHELTER COMMISSION .....(617) 635-4507
Some funds for families from homeless shelters
HOWARD BENEVOLENT SOCIETY .....(617) 742-2952
Emergency grants with documentation of need
IMPACT .....(617) 542-0338
Limited funds for security deposits for single individuals
KIT CLARK SENIOR HOUSE .....(617) 825-5000
Rental assistance of up to $100 once a year for tenants who are 60 and over
LEND A HAND SOCIETY.....(617) 338-5301
Food and rental assistance for clients with a letter written by an advocate
MASS PROPERTY INSURANCE UNDERWRITING ASSOC (MPIUA) ...1 (800) 392-6108
Also known as FAIR plan (Fair Access to Insurance Requirements). Provides renters' insurance for those unable to get insurance in regular market
ROXBURY SALVATION ARMY .....(617) 427-6700
Rental assistance for residents of Roxbury, Dorchester and Jamaica Plain
ROXBURY MULT-SERVICE CENTER .....(617) 427-4470
Assistance with utilities, rent mortgage, moving costs, security deposits for residents of Roxbury, Mattapan, Dorchester, parts of Jamaica Plain and sometimes other neighborhoods with documentation of need
SALVATION ARMY .....(617) 542-5420
Rental assistance and other funds for residents of Boston neighborhoods other than Roxbury, Dorchester and Jamaica Plain, with proof of income and need
TRUSTEES OF CHARITABLE DONATIONS FOR INHABITANTS OF BOSTON
Assistance on a case by case basis for Boston residents ..... (617) 635-3692

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