

GOOD NEIGHBORS HANDBOOK

A Guide for Boston Landlords and Tenants



City of Boston, Thomas M. Menino, Mayor
Department of Neighborhood Development



Dear Friends,

I am pleased to introduce the sixth edition of the *Boston Rental Housing Center's (BRHC) Good Neighbors Handbook*, an informational guide to help landlords and tenants successfully navigate their way through the complexities of landlord/tenant relationships.

Since 1995, the *BRHC* has helped to resolve hundreds of landlord-tenant disputes in a non-threatening, neutral atmosphere. 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. In addition to mediation services, the *BRHC* provides counseling on housing matters, referrals and educational seminars.

This *Handbook* is not just a static guide, however. Housing professionals staff the *Boston Rental Housing Center* responding to inquiries and helping landlords and tenants in person, and on the phone. You can visit the *BRHC* from 9-5, Monday through Friday, on the first floor at 26 Court Street, in downtown Boston, or you can call **(617) 635-RENT (4200)** during those same hours. Of course, you may also e-mail your questions or concerns to rentalhousing@cityofboston.gov or visit the website at www.cityofboston.gov/rentalhousing at any time that's convenient for you. The *BRHC* website is interactive and user-friendly, and includes helpful information, useful links, a calendar of upcoming events and a downloadable copy of the *Good Neighbors Handbook*.

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

Sincerely,

A handwritten signature in blue ink that reads "Thomas M. Menino". The signature is fluid and cursive, with a large, sweeping initial "T".

Thomas M. Menino
Mayor of Boston

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RENTAL HOUSING INFORMATION



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.

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

You can find out about a variety of topics concerning your new neighborhood by going online to www.cityofboston.gov. Choose 'Residents', then 'Neighborhoods', and click on your new neighborhood and enter your street address.

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 posted, and a smaller number of spaces for guests is 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 or the name and address of the management company 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.

TOP TEN THINGS TENANTS NEED TO KNOW

- 1. Legal & Illegal Fees:** When you move into an apartment, a landlord can charge you the first month's rent, last month's rent, a security deposit, a lock fee and a portion of a re-inspection fee. A landlord may not charge you a broker's fee unless s/he is a licensed realtor.
- 2. Noise:** Be considerate of your neighbors. Having loud parties at night or cranking up the music may lead to complaints, and eventually, to eviction.
- 3. Security Deposit and 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/she must, among other things, give proper receipts, pay interest on an annual basis and in the case of the security deposit, and put the money in a bank located in Massachusetts.
- 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!
- 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/she doesn't make the necessary repairs, call the City's Inspectional Services Department at 617.635.5300.
- 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 move in. To check that this is being done, you can ask your landlord or call the City's Inspectional Services Department.
- 7. Renter's Insurance:** You have probably invested more in personal property than you realize. Computers, iPods, TVs, clothing, jewelry, cell phones 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.
- 8. 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 give 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.
- 9. Roommates:** If you have a lease, you will probably be responsible for paying the entire rent if a roommate moves out.
- 10. Evictions:** If your landlord wants to evict you, he/she 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.

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 Boston Rental Housing Center (BRHC) has a great website where you can find lots of information to help you understand those rights and those responsibilities. The website is located at www.cityofboston.gov/rentalhousing under Student Information.

Household Size Limits for Students

If you are an undergraduate college student looking for an apartment in Boston or a landlord renting to college students, you need to be aware that amendments to the definition section of the Boston Zoning Code effective March 13, 2008¹ may affect you. This amendment does not apply to undergraduate students living in dormitories, or fraternity or sorority houses.

In a nutshell, while up to four full-time undergraduate college students may live together in a dwelling unit in Boston, it is not permissible for five or more full-time undergraduate college students to do so. For more detailed information, call DND’s Boston Rental Housing Center at (617) 635-RENT (or 4200).

Q: I am a full-time college freshman. Is it legal for me to move into an apartment in Boston with my four friends, all of whom are also full-time undergrads? They have signed a lease for an apartment in Boston and I was told that it would be all right for me to move in with them, as long as my name doesn’t appear on the lease. Is that true?

A: No, the maximum number of full-time undergraduate college students who may share a dwelling in Boston is four (4). Aside from violating the Boston Zoning Code, it would be a violation of the lease, possibly putting you at risk of having to move out and putting your roommates at financial risk if the four of them have to pay the full rent.

¹Boston Zoning Code art. 2 and 2A.

TOP TEN THINGS STUDENTS NEED TO KNOW

1. **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 s/he is a licensed realtor.
2. **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. It is a violation of the Boston Zoning Code for 5 or more full-time undergraduate college students to share an apartment in Boston.
3. **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.
4. **Renter's Insurance:** You have probably invested more in personal property than you realize. 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.
5. **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 move in. To check that this is being done, you can ask your landlord or call the city's Inspectional Services Department.
6. **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 s/he does not make the necessary repairs call the city's Inspectional Services Department at (617) 635-5322.
7. **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!
8. **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, and put the money in a separate account in a bank located in Massachusetts.
9. **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.
10. **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 free mediation services offered by BRHC, call (617) 635-RENT (4200).



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.

TOP TEN THINGS A LANDLORD NEEDS TO KNOW

- 1. Screening Tenants:** References and proof of employment are ways of screening prospective tenants. You can consider requiring prospective tenants who cannot provide references or who do not have a sufficient or steady source of income to have a co-signer on the lease. Employing a tenant screening service and/or a credit reporting agency are other ways to ensure you are renting to reliable tenants.
- 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 may only be required to pay for utilities if there are separate meters for each service charged. If you are holding the tenant responsible to pay for heat and hot water, it is best to put that agreement in writing.
- 5. Basic Facilities:** Every rental unit must have a working stove and oven, screens for each window below the fifth floor from April to October 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.
- 6. Legal & Illegal Fees:** You may 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 brokers/finder's fee (unless you are a licensed realtor).
- 7. Security Deposits & Last Month's Rent:** At the beginning of the tenancy, you may 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, and put the money in a separate interest-bearing account in a bank located in Massachusetts. It is important that you comply with the strict requirements of the security deposit law.
- 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, 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.
- 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 one of the apartments is occupied by an elderly or infirm person for whom the presence of children constitutes a hardship.²

Illegal Reasons to Refuse to Rent

In Massachusetts, it is illegal to discriminate against a tenant based on any of the following “protected classes”:³

- 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, including Section 8

As of July 1, 2012 it is also illegal to discriminate in housing on the basis of gender identity. Some limited exemptions exist in the federal and state laws concerning discrimination. For more information, contact the agencies listed on the next page.

² G.L.c. 151B, §4(7), (11)

³ G.L.c. 151B

Filing a Complaint

Discrimination complaints can be pursued at:

1. The Boston Fair Housing Commission, which is located at Boston City Hall and can be reached at (617) 635-4408. Complaints regarding alleged discrimination in the sale or rental of housing in Boston can be filed here.
2. 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.
3. 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.

Students should be aware that the Boston Zoning Code prohibits five or more full time undergraduate college students from sharing a dwelling unit in Boston.

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.

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 for the purchase and installation cost of a lock and key.⁴
5. Inspection fee: landlords 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.⁵

A licensed real estate broker or salesperson may legally charge a fee if a tenant rents an apartment that he locates for him. 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 Registration of Real Estate Brokers and Salespeople or other agents upon request.

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.⁶

⁴ G.L.c. 186, §15B (1) (b)

⁵ City of Boston Code, Section 9-13

⁶ 254 C.M.R.7.00

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.

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

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Since January 1972, a 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.

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:⁷

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)

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.⁸

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.⁹

A landlord has 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.¹⁰

If the landlord does not return the security deposit within 30 days of the end of the tenancy, or if the tenant disputes any deductions that the landlord has made, the tenant may sue the landlord. First, though, the tenant may decide to send a demand letter to the landlord, asking for the immediate return of the amount in dispute. Such a letter is not required, but it is often effective. The tenant should make three copies of the letter.

⁷ G.L. c.186, §15B(4)

⁸ G.L. c. 186, §15B (2)(c)

⁹ G.L. c. 186, §15B (2)(d)

¹⁰ G.L. c. 186, §15B (4)

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.

If the demand letter does not get results or if the tenant decides not to send a letter, the tenant can proceed to court, and seek the disputed amount plus interest, court costs and reasonable attorney's fees. The tenant may seek and the court must award three times the disputed amount in damages whenever the court finds that:

1. the landlord failed to return the security deposit or to provide a written statement with substantiation for any deductions within thirty days after the termination of the tenancy
2. the landlord failed to hold the security deposit in a separate interest-bearing account in a bank located within the commonwealth, or
3. the landlord failed to transfer the security deposit to a successor in interest, such as a new owner of the building.¹¹

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 up to \$7,000, relief may be sought in the Small Claims Division although the court may award double or triple damages above that amount. All other actions above that dollar amount must be pursued as civil actions in the Civil Division.¹²

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,

¹¹ G.L. c 186, § 15B (6)

¹² G.L. c. 218, §21

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1984. A landlord may be held liable to the tenant for triple damages plus attorneys' fees for failure to pay the interest within 30 days after the end of the tenancy.

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.¹³

If the building is being sold for condominium conversion, see the chapter on this subject on page 39.

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 the tenant to pay the difference in the last month's rent and security deposits so that they equal one month's rent.

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.

Related 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.

¹³ 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 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 signing a lease, a landlord must give an executed (signed) copy to the tenant.¹⁴

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:¹⁵

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 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”.

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.¹⁶ A written contract should be read thoroughly before it is signed.

¹⁴ G.L.c. 186 §15D

¹⁵ G.L. c. 186, §15C

¹⁶ G.L. c. 186, §12

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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.

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: Under most standard written rental agreements, a tenant 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 signed copy of the lease within 30 days of signing it. A landlord who has agreed to the lease but failed to return a copy within 30 days can be punished by a fine of up to \$300.

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.

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.¹⁷

UTILITIES AND BASIC SERVICES

Utilities

A tenant can be required to pay for electricity and gas only if it is separately metered to his/her account and serves only his/her unit.¹⁸

The landlord is usually required to pay for water.¹⁹ However, under the 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.

¹⁷ City of Boston Code, Section 9-1.3

¹⁸ 105 C.M.R. 410.354

¹⁹ DPH Formal Advisory Ruling, July 3, 1990

- 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.²⁰

The landlord must pay for heat and hot water unless there is a written agreement to the contrary.²¹

Tenants are not responsible for lighting the common areas of the building except if they live in certain buildings of three units or less.²²

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.²³

Items in an Apartment

The landlord must provide a working stove and oven.²⁴

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.²⁵

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.²⁶ A lock fee may be charged for the entry door lock.

²⁰ G.L. c.186, §22 (c), (d), (e)

²¹ 105 C.M.R. 410.190, 410.200, 410.354

²² 105 C.M.R. 410.254

²³ 105 C.M.R. 410.201

²⁴ 105 C.M.R. 410.100, 410.351

²⁵ 105 C.M.R. 410.551, 410.553

²⁶ 105 C.M.R. 410.480

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, including the walkway, stairs and curb ramps. In Boston, these paths must be cleared or made safe within three hours of the end of the snowfall between dawn and dusk for buildings containing more than six residential units, and within six hours for buildings containing fewer than six residential units.²⁷

Trash

In Boston, 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, black, 32 gallons or less 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 and free from garbage, rubbish, or other refuse.²⁸

Recycling

1. ***Curbside Recycling:*** The City of Boston offers a free curbside recycling program for all residents of Boston. You may mix all recyclable materials together in one large container. 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) 635-7573 or go to [www.cityofboston.gov/publicworks/recycling and sanitation](http://www.cityofboston.gov/publicworks/recycling%20and%20sanitation).
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
 - Leaf & yard waste
 - TVs and Computer Monitors

²⁷ C.B.C. Chapter XVI, Subsection 16.12.16

²⁸ 105 CMR 410.602A

Fire Safety

Landlords are required to provide and maintain smoke detectors in the apartments and common areas of their residential buildings. The requirements for the types of smoke detectors vary depending upon when the residence was constructed. Some residences may require battery-operated detectors; others might need interconnected hard-wired detectors only or a combination of both. Others might need interconnected hard-wired detectors with battery backup.²⁹

As of January 1, 2010, the State's Smoke Alert Regulations mandate that single family homes and certain apartment buildings containing five or fewer units which are sold or transferred on or after January 1, 2010 must have detectors with both ionization and photoelectric technologies.³⁰

The batteries in battery-operated smoke detectors should be tested frequently, and tenants would be well-advised to change the batteries when the clocks are changed for Daylight Savings Time.

Carbon Monoxide Detectors

The Massachusetts Fire Code requires carbon monoxide alarms in residential buildings which contain fossil fuel burning equipment or which have enclosed parking. In these buildings, the alarms must be located on each level of a dwelling unit including habitable portions of basements and attics. An alternative compliance option, which may be more practical for larger buildings, allows owners to target the carbon monoxide protection in areas which could be potential sources of carbon monoxide, with hard-wired detectors.³¹

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.

²⁹ 780 C.M.R. State Building Code, 527 C.M.R. Board of Fire Prevention Regulations, G.L.c. 148 **sections** 26C, 26E

³⁰ 527 C.M.R. 32.00 et seq

³¹ 527 C.M.R. 31.00

AFFORDABLE 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). For more information on the current HUD income limits, please check the following website: huduser.org/portal/datasets/il.html.

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/disabled developments throughout Boston.
2. Leased Housing: This division issues tenant-based 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.

Persons can apply for both public housing and Section 8 programs, when Section 8 applications are being accepted, at the BHA Housing Service Center at 56 Chauncy Street, Boston, MA 02111, Monday through Friday from 9 AM to 5 PM.

Qualified applicants who find that the waitlist for Section 8 vouchers is closed or too long should consider applying for public housing and/or project-based developments as well if those lists are open. Applications, priority forms and eligibility information are also available on the BHA's website at www.bostonhousing.org or by calling (617) 988-4200 (TDD 800-545-1833 x420).

A Section 8 voucher obtained from the Boston Housing Authority may be used anywhere in the continental United States. Likewise, a voucher obtained from a Housing Authority outside Boston may 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, being a fire victim, or being a victim of domestic violence or a hate crime.

Metrolist

The Boston Fair Housing Commission operates Metrolist, the Metropolitan Housing Opportunity Clearing Center. It provides Boston residents with rental listings and information about government-assisted and private market housing located throughout the metropolitan area. Services include housing search counseling, referrals to housing and social service agencies, and a Resource Room, which contains information about local communities and available resources.

MassHousing

MassHousing is an independent public authority that provides financing for construction and preservation of affordable rental housing, and for affordable first and second mortgages for homebuyers and homeowners (website: www.masshousing.com).

Housing Counseling Assistance

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

1. NOAH: (617) 567-5882 East Boston, Charlestown, North End
2. Allston-Brighton CDC: (617) 787-3874 x201 or x216 Allston, Brighton

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3. ABCD: Roxbury, Dorchester, Mattapan (617) 357-6000
4. City Life/Vida Urbana: (617) 524-3541 x303 Jamaica Plain, Roxbury, Dorchester, Roslindale, Hyde Park
5. Nuestra Comunidad: (617) 427-3599 Roxbury, Dorchester, Mattapan, primary; also Allston-Brighton, Chinatown, Back Bay, Beacon Hill
6. Kit Clark Senior Services: (617) 533-9128 Dorchester, Mattapan, South Boston

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 dwelling unit where lodgings are rented to four or more unrelated people and in which each occupant has a separate lease and agreement and can be evicted separately, and in which each occupant does not have access to the entire dwelling unit. 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. These rights of tenancy vary depending on the length of the tenancy:³² For more information, call the BRHC at (617) 635-RENT (4200).

SHELTER PROGRAMS

There are various shelters in the City of Boston that provide shelter beds for the homeless. For personalized assistance and a complete list of shelters and the services they provide, contact Boston's Emergency Shelter Commission of the Boston Public Health Commission at (617) 534-2710. If the office is closed, call the Mayor's 24-hour Hotline at (617) 635-4500, or look at the inside covers of this guide.

³² G.L. c. 186, §17
G.L. c. 239, §8A, §9

PROBLEMS & RESOLUTIONS

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 willingness to compromise on both sides. Everything said during a mediation is confidential and cannot be used against the other party in court.

DND's BRHC offers mediation free of charge to anyone involved in housing disputes in the City of Boston. Mediation can take place at the BRHC, in another location or on the telephone. Call (617) 635-RENT (4200) to schedule a mediation.

CODE VIOLATIONS

When to Call the Inspectional Services Department

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, the tenant should report the violation to the City of Boston Inspectional Services Department (ISD) at (617) 635-5300.

Code violations may include:

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

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- 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)³³

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.

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: ³⁴

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 are corrected in a shorter period).

³³ G. L. c. 239, § 8A

³⁴ G.L. c. 111, §127L

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 the rental agreement 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.

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.³⁵

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 attorneys’ fees if the tenant can show that the landlord acted willfully or knowingly or refused to settle in good faith.³⁶

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.³⁷

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.

³⁵ BHA v. Hemingway
363 Mass.184, 293 N.E. 2d 831 (1973)

³⁶ G.L. c. 93A

³⁷ 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.³⁸

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.

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 occupant³⁹.

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.⁴⁰ For address-specific information about lead hazards in housing located in Boston, see the HUD website, www.lead safehomes.info.

³⁸ G.L. c. 239, §2A

³⁹ 105 C.M.R. 410.400

⁴⁰ G.L. c. 151B, §4

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.

Programs for Lead Paint Removal

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

1. The Boston Home Center's Lead Safe Boston program offers forgivable loans for single, multi-family, and investor-owned properties. Eligibility is based on income and household size and can provide up to \$8,500 in funds per unit de-lead. For more information or to obtain an application for assistance, contact the City of Boston Department of Neighborhood Development's Lead Safe Boston program at (617) 635-0190.
2. There is also a Lead Safe program available through MHFA ("Get the Lead Out") that offers low-interest loans for investor-owned properties, assistance for 1-4 unit properties, and 0%-interest deferred payment loans for owner-occupied properties. Eligibility is also based on income and household size. It is recommended that funding be obtained through the City of Boston's program and the MHFA financing be tapped for project costs that extend beyond program limits. For more information, inquire with a Lead Safe Boston Project Manager.
3. 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.
4. 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.

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.

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.⁴¹

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".

EVICCTIONS

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. If a landlord or tenant files a housing-related case in District Court, the landlord or tenant can have it transferred to Boston Housing Court by filing a form called "Notice of Transfer" in the District Court.

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.

⁴¹ G.L. c. 186, §12, 13
Boston Rental Housing Center

The Good Neighbors Handbook
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.⁴²

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.

⁴² G.L. c. 239, §2A

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.⁴³

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 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.⁴⁴ 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.⁴⁵

In leased units, termination of tenancy for reasons other than non-payment may vary in 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 months’ 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 fewer 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.

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

⁴³ G.L. c. 139, §19

⁴⁴ G.L. c. 186, §12

⁴⁵ G.L. c. 186, §11

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.⁴⁶ 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.

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 attorneys’ 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 and lockouts are crimes punishable by imprisonment up to six months or fines of \$25-\$300.⁴⁷

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.

⁴⁶ G.L. c. 186, §15B(1)(c)

⁴⁷ G.L. c. 186, §14

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 positive test was performed is necessary in cases involving an allegation of illegal drug activity.⁴⁸

Eviction Storage Law

If a landlord in Massachusetts obtains an execution, which is a court order of eviction against a tenant, and if the tenant does not then move out and remove his or her belongings, the landlord must give the court order to a constable, who is the only person who may legally move the tenant out. The landlord in the eviction case must pay the cost of moving the tenant's property to the storage place. However, the landlord is then entitled to be reimbursed by the tenant for this cost. The constable is required to give the tenant a written notice at least 48 hours (which may not include weekends or holidays) before s/he returns to physically remove the tenant's property and put it into storage.

Such written notice from the constable includes:

- The date and time that the constable will arrive to remove the tenant's property
- The constable's contact information
- The name of the court which issued the judgment and the case docket number

⁴⁸ G.L. c.139, §19

The Good Neighbors Handbook

- Notice that the property will be stored in a public warehouse by a storage company licensed by the Department of Public Safety
- The name, address or telephone number of the storage company
- Contact information for the Department of Public Safety
- A statement that the storage company may sell the property if the tenant does not claim it after 6 months and that funds from the sale can be used to pay any unpaid storage fees
- A statement that the tenant must notify the storage company in writing of any change of mailing address

The warehouse must be within a reasonable distance from the tenant's former dwelling, and the tenant has a right to choose the place for storage, but must notify the constable of the chosen location in writing at or before the time of removal of the property. A tenant may choose to have the property stored in a friend's place, for example, or in a self-storage facility (with any storage fees to be paid by the tenant), but the place must be within a reasonable distance from the former dwelling.

The constable must give the tenant a signed written receipt with a description of all of the property removed, and must file it with the court. Within 7 days after removal of the property, the storage company must give the tenant a written receipt with a description of the property, and must also give the tenant a detailed written receipt which includes a listing of its storage rates and information regarding how to get the property back.

The fees charged by a licensed public warehouse company must be filed with and not rejected by the Department of Public Safety.

The term "warehouse or other storage facility" shall mean a public warehouse licensed and bonded pursuant to chapter 4, sec. 105, located in the Commonwealth of Massachusetts and within a 20-mile radius of the land or tenements from which the personal property is removed.⁴⁹

One-time Access

The tenant is entitled to one-time access, free-of-charge, to inspect stored property or to remove personal or sentimental items. To get all belongings back, the tenant must pay all monthly storage fees owed.

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.

⁴⁹ G.L.c.239, §§ 3, 4 and G.L.c.4 § 105

FORECLOSURE

Homeowners

If you are a homeowner struggling to pay your mortgage, or if your lender wants to foreclose on your property, call the City of Boston's Home Center (BHC) at (617) 635-HOME (4663). They can help you to understand your options, connect you with resources and help you work toward a solution to prevent foreclosure.

If you have tenants living in your building, it is important to communicate with them right away. Landlords and tenants will benefit from calling DND's BRHC at 617-635-RENT (4200) to find out what rights tenants have during the foreclosure process.

Renters

If you are a tenant in a building that has been foreclosed on, you have many rights under both federal and state law. To learn more, see "Guide for Tenants in Foreclosed Buildings" in this booklet. You may also call DND's Boston Rental Housing Center at (617) 635-4200 for more information. Knowing your rights early will assist you in making good decisions during the foreclosure process.

Foreclosure Accountability Ordinance

On March 3, 2008, a Boston Ordinance was approved to regulate the maintenance of abandoned and foreclosing residential properties.⁵⁰ This Ordinance requires the following:

1. All owners of abandoned and/or foreclosing residential properties must register them with Boston's Inspectional Services Department (ISD) on forms they provide, pay a registration fee, and provide a telephone number and mailing address (not a post-office box) for the individual owner or agent. If the property is abandoned, the registration must state the name and address of the person or company responsible for its security and maintenance. The registration must be received within seven days of abandonment or initiation of the foreclosure process.
2. Such properties must be maintained in accordance with all applicable codes, and the local owners or property managers must inspect them monthly.
3. A sign with the name and a 24-hour contact phone number of the local person or property management company responsible for the maintenance must be posted on the front of the property so that it is clearly visible from the street.
4. ISD shall inspect these properties and issue citations for any violations.
5. Failure to comply with the ordinance will result in fines.

For more information, call ISD at (617) 635-5300.

⁵⁰ C.B.C. Ord. 2008 c. 16 §§. 52.1 -52.12
Boston Rental Housing Center

GUIDE FOR TENANTS IN FORECLOSED BUILDINGS

- When your landlord loses his or her building to foreclosure, this does not mean that you have to move out.
- The Post-Foreclosure Just Cause Eviction Law⁵¹ which went into effect in Massachusetts on August 7th, 2010, allows most tenants in foreclosed properties who pay rent and comply with their tenancy obligations to remain in their homes until there is just cause to evict them, or the property is being sold.
- The law requires foreclosing owner(s) to post in a prominent location within 30 days of foreclosure a written notice with contact information (name, address, telephone number) of the foreclosing owner or representative, the person responsible for management and maintenance, and an address where the rent should be sent.
- Only bona fide tenants are protected under this law. To qualify as bona fide, tenants must have moved in before the foreclosure, must have entered into a tenancy through an “arm’s length” transaction with the former owner, and can’t be the parent, child or spouse of the former owner. Tenants with rental subsidies such as Section 8 generally will qualify as bona fide. A written lease agreement with the former owner/landlord is not necessary.
- A foreclosing owner may evict a bona fide tenant for six “just cause” reasons, which include:
 1. non-payment of rent,
 2. violation of an obligation of the tenancy,
 3. refusal to renew or extend lease,
 4. creating a nuisance or damage,
 5. illegal activity in the unit,
 6. refusing to allow access to inspect, repair or show the unit
 7. a binding Purchase and Sale Agreement to sell the unit/building to a third party.
- These protections apply only when the foreclosing owner of the property is an entity such as a bank (rather than an individual or investor), which foreclosed, or held the mortgage before foreclosure, or if an entity in the mortgage business owns the property within 3 years of the foreclosure.
- If the property is purchased at a foreclosure sale by a private person or investor rather than an entity such as a bank, the tenants in the property are not protected by the state law. However, most bona fide tenants are still protected under the “Protecting Tenants at Foreclosure Act of 2009”⁵² federal law.
- The “Protecting Tenants at Foreclosure Act of 2009” requires that the new owner give any bona fide tenant at least 90 days’ notice or until the end of their lease terms before starting the eviction process in court.
- All new owners who buy at foreclosure sale must accept Section 8 and MRVP (state rental subsidy) leases.
- All tenants in Massachusetts, regardless of their foreclosure rights, may only be evicted by a judge, and have the right to stay in their units until a judge orders them to move, to raise defenses and counterclaims in court against a landlord in an eviction action, and to try to get the judge to grant them extra time if they do have to move.

**To learn more about your rights and for assistance, call
DND’s Boston Rental Housing Center at (617) 635-RENT (4200)**

51 G.L.c. 186A

52 12 U.S.C. § 5220

The Condominium Ordinance

The owner of a building in Boston consisting of rental units may convert his building to condominiums. However, in most buildings which contain at least four housing units and are occupied by tenants, the landlord must comply with the City ordinance as below. An owner should check with DND's BRHC, at (617) 635-RENT (4200), to see if the ordinance applies to his building.

1. *Notice Period:* Elderly, disabled and low or moderate-income tenants must be given a five year condominium 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 the notice period to the lesser of the percentage increase of the Consumer Price Index or 10%.
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. The relocation benefit is \$5000 for households in which one or more tenants are elderly or disabled and for low to moderate income households. The relocation benefit for other households is \$3000.⁵³

⁵³ Chapter 8, City of Boston Ordinances of 1999, amended by Chapter 12, City of Boston Ordinances of 2004

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 for damage resulting from fire. These funds will reimburse a tenant for some out-of-pocket expenses incurred as a result of the fire.⁵⁴

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.

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. 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.⁵⁵

Documentation Of Possessions

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

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 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. 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. 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.

⁵⁴ G.L.c.175, §99

⁵⁵ G.L.c.186, §21

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.

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 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. These programs include:

- Home Buyer Education classes and workshops
- Credit Smart courses
- Financial assistance towards the purchase of a home
- Approved lenders with specialty mortgage programs
- Consumer awareness campaigns re: homeownership scams

For more information, call (617) 635-4663 or go to www.bostonhomecenter.com.

Homeowner Assistance

The Boston Home Center also has programs to assist eligible homeowners with maintaining a home.

- HomeWorks provides technical and financial assistance with interior and exterior repairs and historic renovations of owner-occupied 1-4 family and condominium homes in Boston.
- The Senior Home Repair Program offers assistance with emergency minor/moderate health and safety repairs for Boston's seniors 62 years old or older who owner-occupy their homes.
- Lead-Safe Boston offers technical and financial assistance for de-leading homes.
- Informational workshops on home repair, with de-leading maintenance resources provided by the Boston Home Center.

For more information on workshop schedules and locations, contact The Boston Home Center at (617) 635-HOME (4663), or visit their website at www.bostonhomecenter.com.

For senior homeowners, the following programs are also available:

- Aging in Place Project. Eligible senior Boston homeowners can receive assistance in locating and receiving resources to remain in their homes. For more information, contact the Executive Office of Elder Affairs at 1-800-AGE-INFO (1-800-583-5337).
- Homeowner Options for Massachusetts Elders (HOME). Eligible homeowners in Massachusetts can receive in-home financial counseling, and can apply for a Senior Home Equity Line of Credit (SELOC) to help cover their expenses. For more information, call (978) 970-0012 or 1-800-583-5337.
- Home Modifications Loan Program. Eligible homeowners can receive low and no-interest loans to make modifications to the residences of elders, adults with disabilities, and families with children who have disabilities. For more information, contact the Metropolitan Boston Housing Partnership at (617) 425-6637 or visit their website at www.mbhp.org.

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IMPORTANT PHONE NUMBERS

SHELTER SERVICES

ADULT SHELTER

KINGSTON HOUSE, 39 Kingston St., Boston	(617) 482-8819
LONG ISLAND SHELTER, BOSTON HARBOR	(617) 534-2526
ST.FRANCIS HOUSE, 39 Boylston St., Boston	(617) 542-4211
SHATTUCK SHELTER, 170 Morton St., Jamaica Plain	(617) 522-8110
WOODS MULLEN SHELTER, 784 Mass. Ave., Boston	(617) 534-7101

YOUTH SHELTER

BRIDGE OVER

TROUBLED WATER, 47 West St., Boston	(617) 423-9575
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MEN ONLY

PINE STREET INN, 444 Harrison Ave., Boston	(617) 521-7202
LONG ISLAND ANNEX, 39 Boylston St., Boston	(617) 534-2526
UNITED HOMES, 540 Columbia Rd., Dorchester	(617) 265-4515

WOMEN ONLY

PINE STREET 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 SHELTER

DHCD FAMILY

STABILIZATION, 2201 Washington St., Rox.	(617) 989-6100
BOSTON FAMILY SHELTER, 656 Mass. Ave., Boston	(617) 267-8081
CASA MYRNA VASQUEZ, P.O.Box 180019, Boston	(617) 521-0105
CASA NUEVA VIDA, 53 Glen Road, Jamaica Plain	(617) 524-6332

CRITTENTON

WOMEN'S UNION, 10 Perthshire Rd, Brighton	(617) 782-7600
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NAZARETH HOUSE, 91 Regent St, Roxbury,

HIV positive families	(617) 541-0100
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CROSSROADS, 56 Havre St., East Boston	(617) 567-5926
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PROJECT HOPE, 45 Magnolia St.

Dorchester (no adult men)	(617) 442-1880
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QUEEN OF PEACE, 401 Quincy St.

Dorchester (no boys over 5)	(617) 288-4182
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SOJOURNER HOUSE, 85 Rockland St., Roxbury	(617) 442-0590
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TEMPORARY HOME FOR WOMEN

& CHILDREN, 41 New Chardon St., Boston	(617) 720-3611
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TRAVELER'S AID SOCIETY	(617) 542-7286
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DOMESTIC VIOLENCE SHELTERS

CASA MYRNA VASQUEZ, P.O.Box 180019, Boston	(617) 521-0105
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CRITTENTON

WOMEN'S UNION, 10 Perthshire Rd, Brighton	(617) 782-7600
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VETERANS SHELTERS

NE CTR FOR

HOMELESS VETERANS, 17 Court St., Boston	(617) 371-1800
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VOLUNTEERS OF AMERICA, Hello House for Men,

686 Mass. Ave., Boston	(617) 262-7142
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VOLUNTEERS OF AMERICA, Hello House for Women,

1 Moon Island Rd., Quincy	(617) 471-6616
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LEGAL ASSISTANCE

ATTORNEY GENERAL

	(617) 727-8400
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BOSTON BAR ASSOCIATION

LAWYER REFERRAL SERVICES	(617) 742-0625
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BOSTON HOUSING COURT

	(617) 788-8485
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COMMUNITY LEGAL SERVICES AND

COUNSELING CENTER	(617) 661-1010
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GREATER BOSTON LEGAL SERVICES

	(617) 371-1234
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HARVARD LEGAL AID BUREAU

	(617) 495-4408
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LEGAL ADVOCACY RESOURCE CENTER (LARC)

	(617) 742-9179
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NEW ENGLAND SCHOOL OF LAW LEGAL SERVICES

	(617) 422-7380
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VOLUNTEER LAWYERS PROJECT

	(617) 423-0648
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WILMER HALE LEGAL SERVICES

	(617) 522-3003
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BOARD OF REGISTRATION OF

REAL ESTATE BROKERS & SALESPEOPLE	(617) 727-2373
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Office of Investigation

	(617) 727-7406
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HOUSING COUNSELING

ABCD	(617) 357-6000
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ALLSTON – BRIGHTON CDC	(617) 787-3874
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CITY LIFE / VIDA URBANA	(617) 524-3541
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KIT CLARK SENIOR SERVICES	(617) 533-9128
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N.O.A.H.	(617) 567-5882
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NUESTRA COMUNIDAD	(617) 427-3599
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HOUSING SEARCH

ABCD	(617) 357-6000
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BOSTON CENTER FOR INDEPENDENT LIVING	(617) 338-6665
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Assists handicapped and low-income clients

CITIZEN'S HOUSING AND PLANNING ASSOC.	(617) 742-0820
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Assists handicapped or elderly low-income clients

CRAIGSLIST	www.craigslist.org
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METROPOLITAN BOSTON HOUSING PARTNER.	(617) 859-0400
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METROLIST	(617) 635-3321
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HOUSING SERVICES

AIDS ACTION LINE	(617) 536-7733
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ALLSTON-BRIGHTON CDC	(617) 787-3874
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ASIAN CDC	(617) 482-2380
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CODMAN SQUARE NDC	(617) 825-4224
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DORCHESTER BAY EDC	(617) 825-4200
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EAST BOSTON CDC	(617) 569-5590
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FENWAY CDC	(617) 267-4637
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FIELDS CORNER CDC	(617) 282-4290
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GROVE HALL NDC	(617) 445-2284
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JAMAICA PLAIN NDC	(617) 522-2424
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MADISON PARK CDC	(617) 541-3900
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MA COALITION FOR THE HOMELESS	(781) 595-7570
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MASSHOUSING	(617) 854-1000
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METRO HOUSING OFFICE	(617) 635-3321
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SALVATION ARMY	(617) 236-7233
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SOUTH BOSTON NDC	(617) 268-9610
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EMERGENCY - CALL 24 HOURS A DAY

BOSTON FIRE EMERGENCY	911
BOSTON POLICE EMERGENCY	911
EMERGENCY STORM CENTER	(617) 635-3050
MAYOR'S 24-HOUR HOTLINE	(617) 635-4500
AMERICAN RED CROSS DISASTER LINE	(800) 564-1234

GOVERNMENT

BOSTON ARSON HOTLINE	(617) 343-3324
BOSTON CITY HALL (MAIN LINE)	(617) 635-4000
BOSTON FAIR HOUSING COMMISSION	(617) 635-4408
BOSTON FIRE DEPARTMENT HEADQUARTERS	(617) 343-3550
BOSTON FIRE INVESTIGATION UNIT	(617) 343-3324
BOSTON HOME CENTER	(617) 635-4663
BOSTON HOUSING AUTHORITY	(617) 988-4000
BOSTON HOUSING COURT	(617) 788-8485
BOSTON POLICE HEADQUARTERS	(617) 343-4200
BOSTON PUBLIC HEALTH COMMISSION	(617) 534-5394
BOSTON RENTAL HOUSING CENTER	(617) 635-4200
COMMISSION FOR PERSONS WITH DISABILITIES	(617) 635-3682
DEPARTMENT OF TRANSITIONAL ASSISTANCE	(617) 989-6000
EMERGENCY SHELTER COMMISSION	(617) 534-2710
ELDERLY COMMISSION	(617) 635-4366
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) 635-0190
MASS. COMMISSION AGAINST DISCRIMINATION	(617) 727-3990
MAYOR'S 24-HOUR HOTLINE	(617) 635-4500
MAYOR'S NO HEAT HOTLINE	(617) 635-4500
MEDIATION, BOSTON RENTAL HOUSING CTR	(617) 635-4200
METROLIST	(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) 635-7573
Computer Monitors	(617) 635-7574
REGISTRY OF DEEDS	(617) 788-8575
RESIDENT PARKING PERMITS	(617) 635-4682
SNOW, EMERGENCY STORM CENTER	(617) 635-3050
TAXPAYER REFERRAL/ASSISTANCE CENTER (TRAC)	(617) 635-4287
ZONING BOARD OF APPEALS	(617) 635-4775

FINANCIAL ASSISTANCE FOR TENANTS

ABCD	(617) 357-6000
AIDS ACTION COMMITTEE – HOPWA (Housing Opportunities for Persons With AIDS)	(617) 450-1467
CATHOLIC CHARITIES	(617) 287-1150
CITY MISSION SOCIETY	(617) 742-6830
EMERGENCY SHELTER COMMISSION	(617) 534-2526
HOWARD BENEVOLENT SOCIETY	(617) 742-2952
HOME START	(617) 542-0338
KIT CLARK SENIOR HOUSE	(617) 825-5000
LEND A HAND SOCIETY	(617) 338-5301
MA PROPERTY INSURANCE UNDERWRITING ASSOC (MPIUA)	(800) 392-6108
Provides renters' insurance for those unable to get insurance in regular market	
ROXBURY SALVATION ARMY	(617) 427-6700
ROXBURY MULTI-SERVICE CENTER	(617) 445-7574
SALVATION ARMY	(617) 236-7233
TRUSTEES OF CHARITABLE DONATIONS FOR INHABITANTS OF BOSTON	(617) 635-3692

FINANCIAL ASSISTANCE FOR HOMEOWNERS

AGING IN PLACE PROJECT	(800) 243-4636
BOSTON HOME CENTER	(617) 635-4663
HOMEOWNER OPTIONS FOR MA ELDERS (HOME)	(781) 848-5200

OTHER HOMEOWNER ASSISTANCE

GREATER BOSTON RE BOARD/ RENTAL HOUSING ASSOC. (RHA)	(617) 423-8700
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UTILITIES

BOSTON WATER AND SEWER COMMISSION	(617) 989-7000
NATIONAL GRID	(617) 469-2300
NSTAR	(800) 592-2000
MAYOR'S 24-HOUR HOTLINE	(617) 635-4500
CITIZENS ENERGY CORPORATION	(617) 338-6300
MASS. ENERGY CONSUMERS ALLIANCE	(800) 287-3950

