Consumer Protection Answers Questions on Tenant Rights & Responsibilities

This is the third in a series of six articles on questions from the files of the CAI Consumer Protection Program. This free program provides information on consumer rights and helps to resolve disputes between consumers and merchants and landlords and tenants. Today’s article deals with tenant rights and responsibilities.

Q: I moved out of my apartment two months ago but my landlord still hasn’t given me back my security deposit. I have heard I can get triple damages. Is it true?
   – George P., Ipswich

A: A landlord must return the security deposit, or the balance of the deposit after deductions, within 30 days of the termination of tenancy. If deductions are made from the security deposit, an itemized list of the damages with costs or estimates for their repair must be supplied within 30 days as well. Deductions may be made for damages caused by you, your pets or people who have been on the premises with your permission. Unpaid rent may be deducted from the security deposit as well. If you do not receive this list, you are entitled to receive the return of the full deposit without any deductions for damages. If the security deposit was not placed in a separate account in a Massachusetts bank or if the amount you are due is not paid within 30 days, you may receive a refund of the entire deposit, plus triple damages and court costs.

Q: My landlord knocked on my door unexpectedly tonight and wanted to look around my apartment. Did I have to let him in?
   – Beverly G., Haverhill

A: A landlord may enter an apartment at a reasonable time and with reasonable notice for the following reasons only: to inspect it, to show it to prospective tenants or buyers, to make repairs, with a court order or if it appears to be abandoned.

Q: My landlady wants to raise my rent 25% next month. Can she do that?
   – Ralph S., Groveland

A: Your landlady may increase the rent by any amount she chooses but the law determines when rent changes may be made. If you have a lease, the rent cannot be raised until the lease term expires. If you are a tenant at will, you must be given notice of one full rental period, but not less than 30 days, before it becomes effective.

Q: I contacted the Board of Health about the condition of my apartment last month. I was just given a 30.notice to vacate the premises. Is this legal?
   – George R., Georgetown

A: If you have a lease, you cannot be asked to leave before the end of the lease term without a judge’s order. If you are a tenant at will, the landlord may give you a 30-day notice at any time without reason. However, if this is done within six months of a complaint being filed, it is viewed as being done in retaliation and, unless the landlord can prove otherwise, is not legal.

Q: I am considering renting an apartment in an older home. I have two cats and the owner said I would have to pay a pet damage deposit. Is this allowable?
   – Dianne B., West Newbury

A: A landlord may only collect first and last month’s rent and a security deposit that is no more than one month’s rent before you move into an apartment. The only other thing you can be charged at the beginning of your tenancy is the cost to install a new lock. A larger deposit may not be charged to you because you have pets.

Q: I have decided to move in with my boyfriend but I have seven months left on my lease. May I break the lease and not have to pay rent?
   – Olivia S., Amesbury

A: You are responsible for paying your rent each month until the end of the lease. If you move out early, the landlord has a duty to reduce your damages by looking for a tenant to replace you.

If you need help resolving a conflict with a landlord, visit the Consumer Protection Program, located at Community Action, Inc., 3 Washington Square, Haverhill or call 978-373-1971. The program is funded through the Massachusetts Office of the Attorney Attorney General.