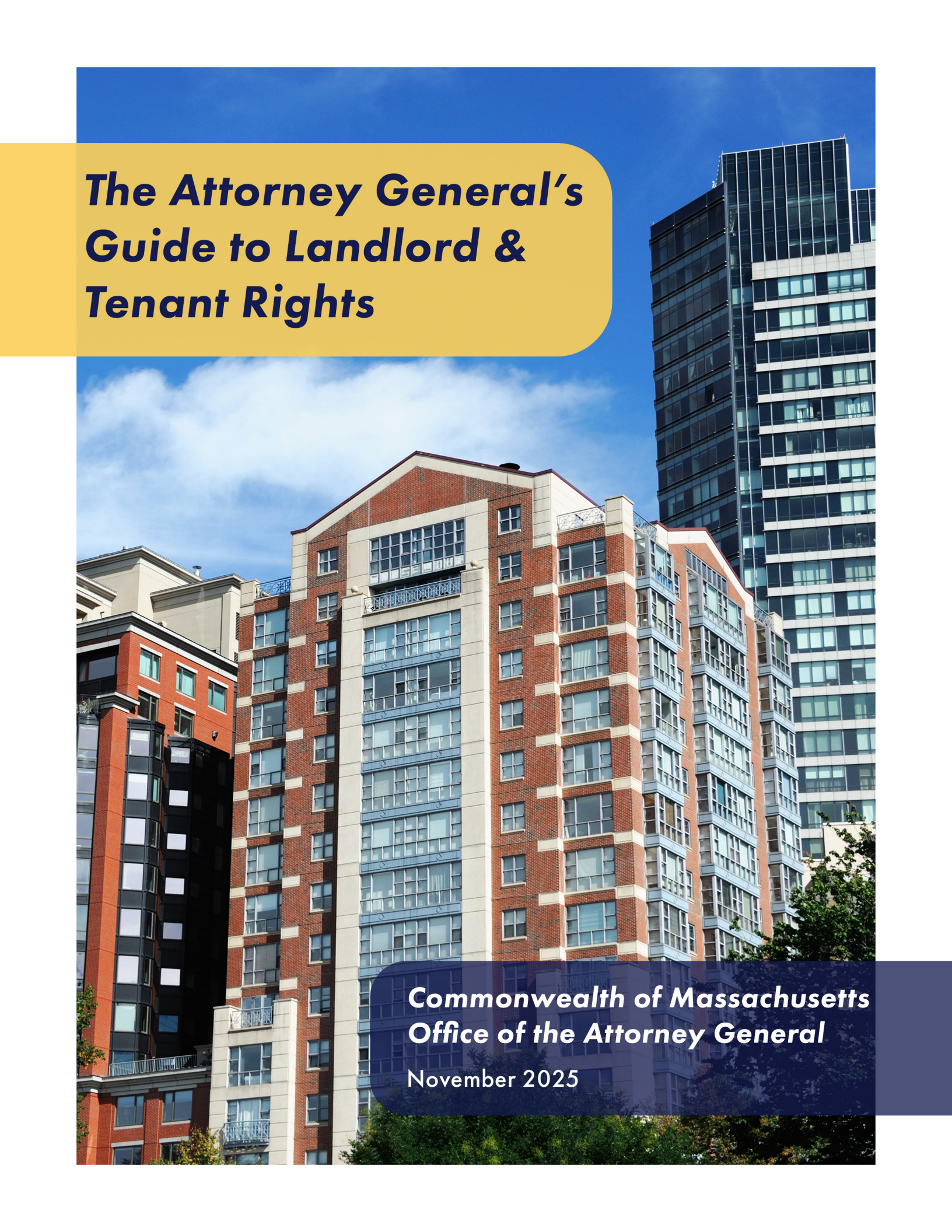




The Attorney General's Guide to Landlord & Tenant Rights

***Commonwealth of Massachusetts
Office of the Attorney General***

November 2025

Dear Massachusetts Resident,

Across the Commonwealth of Massachusetts, more than a million households rent their homes and tens of thousands of landlords work to provide safe and stable housing to these tenants.

This guide is for both audiences: tenants and landlords. By helping tenants and landlords understand their legal rights and their responsibilities, I hope to avoid costly misunderstandings and unnecessary conflicts while upholding the rights of people to live in safe and affordable homes, free from discrimination and environmental hazards.

This guide discusses forming rental agreements and leases, types of tenancies, payments, evictions, habitable living conditions, housing discrimination, and methods for resolving conflicts between landlords and tenants.

I encourage you to review this guide and be aware of your rights and responsibilities before entering into a rental agreement. I hope you will also explore some of the resources developed by legal services organizations that are included at the end of this guide.

Sincerely,

A handwritten signature in black ink, appearing to read 'AJC', with a long horizontal flourish extending to the right.

Andrea Joy Campbell
Massachusetts Attorney General



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Landlord-Tenant Laws in Massachusetts

There are many laws and regulations that govern the relationship between a landlord and a tenant in Massachusetts. These laws apply whether the unit being rented is a single-family home, a single apartment within a multi-family apartment building, or a cottage or in-law apartment connected to someone's home. Some laws outline the landlord's obligations and others set forth what a tenant must do.

This guide focuses on a typical landlord-tenant relationship, what the law calls a "residential tenancy." But there are also some special types of housing where the laws may be different, such as rooming houses and manufactured housing communities. Information about these special types of housing is covered separately near the end of this guide.

This guide also does not cover eligibility for housing subsidy programs or the requirements imposed on landlords by federal and state housing subsidy programs.

Tenants and landlords with questions about housing subsidy programs are encouraged to reach out to the housing provider, local public housing authority or regional housing agency. Information on finding your local housing agency and other resources can be found through the Executive Office of Housing and Livable Communities' Resource Locator website.

This guide will discuss some of the most common situations and the basic legal information that applies to residential tenancies throughout the Commonwealth. Landlords and tenants are encouraged to check with their city or town for additional requirements that may apply.

Tenants and landlords with questions about a specific law or how the law applies to a specific situation should speak with an attorney. The Attorney General's Office cannot represent tenants or landlords and cannot provide legal advice to tenants or landlords. Some information on how to find an attorney or legal resources is available in the Resources Provided by Legal Services Section of the guide.



Understanding Legal Citations

Throughout this guide and in the end notes you will see citations to laws, such as **M.G.L. c. 93A**, and regulations, such as **940 C.M.R. § 3.17**. "**M.G.L. c. 93A**" means "Massachusetts General Laws, chapter 93A." **940 C.M.R. § 3.17** means: "Chapter 940 of the Code of Massachusetts Regulations, section 3.17." You can find copies of these Massachusetts laws and regulations online at Mass.gov or at one of the 15 Trial Court Law Libraries throughout Massachusetts.



10 Things to Know Before You Rent

There are many important issues that all prospective tenants and landlords should consider before entering into a rental agreement. Here are ten of the most common questions that prospective tenants and landlords should answer:

- 1. Is there an application fee or a fee to “hold” the unit?**
There shouldn't be! Under Massachusetts law a landlord may never charge a tenant or prospective tenant an application fee or require a deposit to hold, reserve, or take an apartment off the market.¹
- 2. What is included in the advertised rent?**
The advertised rent must include all charges that the tenant will be required to pay. Fees for optional “amenities” such as parking, pool, or fitness center do not need to be included in the advertised price **if the tenant can decline these amenities.**²
- 3. Does the rent cover heat and electricity?**
The landlord must pay for the heat, hot water, and electricity **unless a term in the lease or other written rental agreement requires the tenant to pay for these utilities.** A tenant cannot be required to pay for gas or electricity unless they are separately metered, and the gas or electricity serves only the tenant's unit including a light in the hallway or stairwell adjacent to the tenant's unit in certain circumstances. A tenant cannot be required to pay for heating oil unless there is a separate tank that serves only the tenant's unit.³

When considering where to rent, tenants should ask about the historical costs of heating the unit to better understand and budget for any utilities that are paid by the tenants.
- 4. Does the rent cover water and sewer charges?**
A landlord may not charge or allow a tenant to be charged for water and sewer usage **unless the requirements of the water submetering law are met.** The submetering law requires the water provided to the tenant's unit to be separately measured, a submeter must be installed by a licensed plumber, the submeter must not include water provided to other tenants or common areas of the building, water conservation devices must be installed in the unit, the agreement that requires the tenant to pay for water must be in writing, and the agreement must clearly and conspicuously disclose the details of the water submetering billing arrangement. Landlords considering charging tenants for water are encouraged to review the submetering law and regulations in detail. Among other requirements, the landlord must also file a certification with the local board of health, remain the customer of record with the water company, provide detailed bills to the tenant for water usage, and grant rebates to tenants for the cost of water lost due to leaks that the landlord was notified of.⁴
- 5. Are repairs needed to the unit?**
It is the landlord's responsibility to ensure that the dwelling unit being rented is in a safe and habitable condition that complies with the **State Sanitary Code, 105 C.M.R. § 400.** Under Massachusetts law a landlord and tenant cannot agree to rent a substandard apartment for a discounted rate.⁵

Before the tenant moves into the unit, the landlord and the prospective tenant should check every plumbing fixture, light switch, cupboard door, and appliance to make sure they all work properly. If repairs are needed, both parties should discuss when the landlord will make the repairs. A description of the repairs and the expected date by which the landlord agrees to complete the repairs **should be put in writing**.

6. What appliances are included with the unit?

The lease or rental agreement should note if major appliances are included with the tenancy, such as a refrigerator, stove, washing machine, etc. Landlords are required to provide a cooktop, oven, and refrigerator unless the tenant agrees in writing to provide these appliances as part of the rental agreement.⁶

7. Who is responsible for clearing snow and ice?

The State Sanitary Code makes it the landlord's responsibility to clear snow and ice from the common areas of a multi-unit property.⁷ But a tenant may be responsible for removing snow and ice from areas under their exclusive control if a written rental agreement clearly identifies the tenant's responsibility for clearing snow.⁸ If a rental agreement includes parking, prospective tenants should make sure the agreement also discusses who will shovel or plow the driveway and parking spaces, and how tenants will be notified in time to move their cars. Your city or town may also have an ordinance requiring that a landlord clear snow and ice from the public sidewalk that abuts the property.

8. Are pets allowed?

A rental agreement may restrict the ability of a tenant to own a pet, or may restrict the type, size or number of pets allowed. Landlords may charge higher rent to tenants with pets, or higher rates for units that allow pets. However, the total monthly rent including these charges must be clearly and conspicuously disclosed when the unit is advertised.⁹ Landlords may not charge a one-time "pet fee" to tenants with pets.¹⁰

Assistance animals are not pets. There are two types of assistance animals: (1) service animals and (2) other animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities. **Landlords must not discriminate against tenants with disabilities that use assistance animals.**¹¹ For more information about reasonable accommodations involving assistance animals see the Department of Housing and Urban Development's guidance on assistance animals.



[HUD Guidance on Assistance Animals](#)

9.

Who will live in the unit?

A rental agreement should make clear who has the right to live in the unit. If a tenant is planning to have roommates, a landlord may require them to sign the rental agreement. If they don't, they might be considered "guests." Some rental agreements set restrictions on the number of guests allowed to visit at one time or specify how long guests are allowed to stay. Tenants are advised to check their lease carefully before agreeing to add a roommate to an existing lease.

A landlord cannot refuse to rent to tenants because they have children or are pregnant.¹²

Tenants should carefully consider how the rental agreement may limit their ability to add or change occupants. A rental agreement may limit a tenant's ability to assign the lease or sublet the unit. Even where an assignment or subletting is allowed, the original tenant in a sublet or assignment remains responsible for all the terms of their lease, including the obligations to keep the unit in good condition and to pay the rent.

More information about subletting, including a sample subtenant agreement can be found on **MassLegalHelp.org**, a website of the Massachusetts Legal Assistance Corporation published in partnership with the Massachusetts Law Reform Institute.

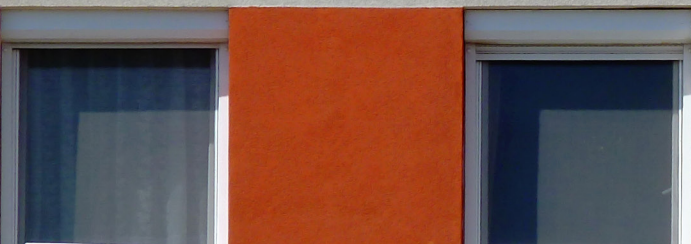


[MassLegalHelp.org,
Legal Tactics: Tenant's
Rights in Massachusetts](https://www.masslegalhelp.org/legal-tactics/tenants-rights-in-massachusetts)

10.

Is a pre-rental inspection or rental registration required?

Landlords are encouraged to check with their town or city to see if a pre-rental inspection or rental registration is required. Many cities and towns require a pre-rental inspection for items such as smoke and carbon monoxide detectors. Some cities and towns, including the City of Boston, require landlords to register rental units with the city.



Working with a Broker or Real Estate Salesperson

Tenants looking for housing may find it helpful to use the services of a licensed real estate broker or salesperson. A broker may help the tenant find a place to live, present an offer to a landlord, and negotiate on behalf of the tenant. When a tenant hires a broker, the broker has a duty to represent the interests of the tenant and must not represent the landlord.¹³

Landlords may also find it helpful to use the services of a licensed broker or salesperson to advertise a property, show the property to prospective tenants, and negotiate a lease. However, landlords should be aware that they may be held responsible for legal violations committed by their broker, therefore they should carefully review any advertisements or rental agreements used by their broker.

Real estate brokers and salespersons are licensed by the Board of Real Estate Brokers and Salespersons. Tenants and landlords can check the status of a license and see records of professional discipline on the Division of Occupational Licensure website.



[Division of
Occupational Licensure
Find a License](#)



A new law went into effect on August 1, 2025, pertaining to the payment of broker fees by prospective tenants. The law prohibits brokers and salespeople from charging fees to tenants when they primarily provide services to the landlord.¹⁴

A landlord still may not charge a tenant or prospective tenant a fee for services that a broker provided to the landlord.¹⁵



[Attorney General
Advisory on
Landlord-Tenant
Broker Fees](#)

Tenant Screening

Historically, landlords have used a variety of methods to screen tenants for housing. Unfortunately, tenant screening has also been a mechanism for unlawful discrimination that can harm vulnerable and historically marginalized communities. For these reasons, there are several laws that landlords and brokers must consider carefully before deciding how tenants will be screened.

Sealed Eviction Records

In 2024, Massachusetts enacted a new law that allows residential tenants to petition the court to seal an eviction record.¹⁶ The law prohibits Consumer Reporting Agencies from disclosing the existence of a sealed eviction record or including a sealed eviction record in calculating any score or recommendation used to determine eligibility for housing or credit.

Any application for housing or credit in Massachusetts that asks prospective tenants about past evictions must include the following notice:

An applicant for housing or credit with a sealed record on file with the court pursuant to section 16 of chapter 239 of the General Laws may answer 'no record' to an inquiry relative to that sealed court record.

Tenants and advocates are encouraged to report any applications for housing or credit that ask about prior evictions but fail to include this notice to the Attorney General's Office by using the email address: AGOApplicationReview@mass.gov.

How to Seal an Eviction

Tenants interested in sealing a past eviction must file a petition with the court. More information about eviction sealing is available from the Housing Court and from SealMyEviction.org, a website of the Massachusetts Legal Assistance Corporation.



[Housing Court:
Eviction Sealing](#)



SealMyEviction.org

Unlawful Income, Credit, and Employment Restrictions

Landlords may not require prospective tenants to have a particular type of income (such as income from a job) or impose minimum rent-to-income ratios where these requirements have the purpose or effect of excluding or disadvantaging people with housing subsidy or receiving public assistance.¹⁷

The fair housing requirements in **M.G.L. c.151B**, also known as the Antidiscrimination Law, **prohibit discrimination against people who receive federal, state, or local public assistance (for example, Social Security Income or SNAP benefits) and housing subsidies (for example, Section 8 vouchers or RAFT)**. It is illegal under the Antidiscrimination Law for housing providers to discriminate against someone because they participate in public assistance and housing subsidies programs, or because of the requirements of those programs.

For example, a housing provider may not refuse to rent to a prospective tenant because they receive a subsidy and may not move on to another prospective tenant while a housing subsidy administrator is in the process of approving an apartment for a subsidy recipient. It is also unlawful for a landlord to advertise a unit with language that suggests a preference for tenants without rental subsidies.

The following are examples of discriminatory language in advertising for housing:

- Proof of employment required;
- Not section 8 certified;
- Must have minimum annual income of \$65K;
- Good credit, references, employment and income history needed; or
- Must have strong credit and verifiable employment to be considered.

It is important for landlords to understand that they may also be held liable for the conduct of their broker or salesperson who is advertising their rental unit. Landlords are encouraged to review all listings carefully and must ensure they do not discriminate against prospective tenants who receive public assistance.

The requirements of the Antidiscrimination Law are discussed in more detail in the Attorney General's Guidance on Preventing Housing Discrimination Based on Source of Income, available on our website.

**Find the Attorney General
Guidance on Preventing Housing Discrimination Based
on Source of Income [here](#):**



Criminal Record Information

Although housing providers may in some cases refuse to rent to persons with criminal records, a blanket rule that excludes all prospective tenants with a criminal history record may violate state and federal civil rights laws, because using criminal records in this way can have a disproportionate effect on protected groups such that it may result in an unlawful discriminatory impact.

If a landlord wishes to use a criminal history record to evaluate an applicant for housing, they should conduct an individual assessment of the applicant's criminal history. Any such individual assessment must not discriminate against applicants on the basis of race, color, national origin, ancestry, gender, marital status, religion, age, sexual orientation, source of income, gender identity or expression or military background, or because the person is disabled.¹⁸

Landlords must also comply with requirements of **803 C.M.R. 5.00** concerning use of Criminal Offender Record Information (CORI). Before denying housing based on a CORI or criminal history report the landlord must notify the applicant of the reason for the denial, provide a copy of the CORI or screening report, provide a copy of the landlord's CORI screening policy, identify the information on the CORI or screening report that was used to deny the application for housing, and provide the applicant with an opportunity to dispute the accuracy of the information used. If a screening report was obtained from a credit reporting agency the applicant must also be provided with a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act," a publication of the Federal Trade Commission.



**Federal Trade
Commission:
A Summary of Your
Rights Under the Fair
Credit Reporting Act**

Fair Credit Reporting Act

Landlords may only obtain credit or tenant screening reports if they have a permissible purpose for doing so, which includes applying to rent housing or renewing a lease. If a landlord takes an adverse action based on information in a credit or tenant screening report, they must give the applicant or tenant an adverse action notice that includes information about the credit or tenant screening report that the landlord reviewed and notice that the applicant or tenant has a right to access credit or screening reports for free if the landlord takes adverse action against the tenant. **Adverse action includes denying the tenant's housing application, requiring a cosigner, or only agreeing to rent to them at a rent higher than what was advertised.**¹⁹

The Terms of Tenancy

There are two main kinds of tenancy. The first is tenancy based on a lease. The second is tenancy-at-will. The rights and responsibilities of both the landlord and the tenant depend partly on the type of tenancy that is created.

Tenancy Based on a Lease

When a tenant signs a lease with a landlord, the landlord and tenant agree that the tenancy will last for a certain amount of time, usually one year. During that time, the monthly rent will stay the same and the landlord cannot end the tenancy (evict) unless the tenant fails to satisfy the conditions in the lease. On the other hand, the tenant is committed to paying rent for the term of the lease. Usually, the tenant may only end the tenancy before the close of the lease term (i.e., before the year is up) if the landlord agrees to “early termination” of the lease.

A lease is a good option for tenants and landlords seeking stability in a tenancy. Because it is a written agreement between the tenant and the landlord, it should contain all the rules that will apply to the tenancy.

Tenancy-at-Will

The other kind of tenancy is called a tenancy-at-will, which means that the tenancy lasts until properly terminated by either party. This is sometimes also referred to as a “month-to-month” tenancy. Sometimes there is no written agreement at all in a tenancy-at-will. But, tenants are often asked to sign a form that says “Rental Agreement” or “Tenancy-at-Will” at the top. This form should include the amount of the rent and basic rules.

A tenancy-at-will does not last for any set amount of time and does not end on a certain date, the way a lease does. In a tenancy-at-will, the tenant pays the agreed-upon rent each month for an indefinite period. Where rent is paid monthly, either the landlord or the tenant can decide to end the tenancy by giving the other party notice, either 30 days or one month before the due date of the next rent payment, whichever is longer. The rent can change with notice according to the same terms (30 days or one month before the next rent payment).

A tenancy where the tenant pays rent more than once a month (for example, every week) is also a tenancy-at-will. However, the notice period for termination remains the same (the longer of 30 days or one month before the next rent payment).

Obligations of the Landlord and of the Tenant

Whether a tenancy is created by a lease or a tenancy-at-will, the tenant must pay rent, follow the rules agreed upon with the landlord, and accept responsibility for any damage to the apartment that is more than just “normal wear and tear”, whether caused by the tenant or caused by a guest of the tenant. The landlord must provide an apartment that is safe, well-maintained, and in compliance with the Massachusetts Sanitary Code, and they must live up to any promises in the lease or rental agreement.

The tenant has a right to occupy the apartment and the landlord may only enter under certain circumstances. The landlord must arrange with the tenant in advance to enter the apartment to make repairs, to inspect the condition of the apartment, or to show the apartment to prospective tenants, buyers or real estate agents. However, the landlord may enter an apartment without a tenant’s approval if there is a mechanical/repair emergency that has the potential to damage the whole building, or if it appears that the tenant has abandoned the apartment.²⁰

Lease Negotiations

Although not required by laws or regulations, it is important for both a landlord and a tenant to know that they can negotiate with each other over the terms of a lease. In general, the landlord should not rush a tenant to sign a lease, and both parties should be very clear about the terms and conditions before either signs the lease.

Any agreed-upon changes to a lease should be written into the lease in pen, making sure to cross out any sections that the landlord and tenant agree to remove. Both parties should sign their initials in the margin of the lease near any hand-written changes. Initialing changes serves as evidence that both parties were aware of the changes and agreed to them.



Terms of a Rental Agreement

Every rental agreement must have certain terms and is prohibited by law from containing certain other terms.²¹

The lease must set forth the name, address, and phone number of the owner, the person responsible for maintenance, and the person to whom the tenant can give copies of formal notices, complaints, or court papers.²²

If the landlord receives a security deposit, the lease or rental agreement must show the amount paid and must explain the tenant's rights to that security deposit money.²³

The landlord must make sure that the tenant is given a legible copy of the lease or rental agreement.²⁴ The lease must not include **illegal terms** such as:

- Requiring the tenant to pay the cost of repairing ordinary wear and tear to the apartment;²⁵
- Requiring the tenant to have the apartment professionally cleaned at the end of the lease;²⁶
- Requiring the tenant to pay for repairs to parts of the building beyond the tenant's apartment;²⁷
- Prohibiting the tenant from suing the landlord or reporting violations of the Sanitary Code;²⁸
- Prohibiting the tenant from joining a tenants' union;²⁹ or
- Requiring the tenant to pay a late fee if a rent payment is less than 30 days late.³⁰

Payments at the Start of a Tenancy

A landlord may only ask a tenant for the following up-front payments:

- The first month's rent;
- A security deposit to cover the cost of any damage to the apartment beyond normal wear and tear (which may not exceed the amount of one month's rent);
- The last month's rent (the month that will turn out to be the tenant's last one in the apartment); and
- The actual cost of a new lock and key for the apartment.³¹

The landlord should provide a signed receipt for any payment that is made with cash or a money order. The receipt must include the amount paid and the date the payment was made, and a description of what the payment was for. The receipt should also include the landlord's name, the tenant's name, and the name of the person to whom the payment was given.³²

Landlords may not charge tenants or prospective tenants up-front pet fees, broker fees, or application fees at the start of a tenancy.³³ Fees for the use of optional "amenities" such as parking, pool, or fitness center do not need to be included in the advertised price if the tenant has the option to decline them.

Laws Governing the Security Deposit

All security deposits must be deposited in a Massachusetts bank, in an account that collects interest, and within the first month of the tenancy. The deposit must be kept separate from the landlord's money in an account that is protected from the landlord's creditors. The landlord must provide the tenant with the name and address of the bank holding the security deposit, plus the actual account number. Each year, the landlord must either pay the tenant the interest on the security deposit or let the tenant deduct that amount from a rent payment.

The landlord should give the tenant a "statement of condition" within 10 days of beginning the tenancy or upon receipt of the security deposit (whichever is later), which describes the condition of the apartment and any damage that exists at that time. The tenant has 15 days to add to the "statement of condition" or make changes to it. Both parties should keep copies of the final "statement of condition."

When the tenancy ends, the landlord must return the security deposit, plus interest, within 30 days. However, the landlord may keep any unpaid rent or the amount of money needed to repair damage done to the apartment beyond normal wear and tear. If the lease provides for it, the landlord may also deduct the tenant's share of any increase in the landlord's property taxes.³⁴

If the landlord intends to keep all or a part of the security deposit for damages, then the landlord must give the tenant a written description of the damage and an estimate of the repair cost within 30 days of the tenant moving out.

Laws Governing the Last Month's Rent

If the tenant provides the landlord with the last month's rent at the commencement of the tenancy, then the landlord must give the tenant a signed receipt. Like all receipts in the tenancy process, the receipt must include the amount paid, the date the payment was made, a description of what the payment was for, the landlord's name, the tenant's name, and the name of the person to whom the payment was given. At the end of each year and when the tenancy ends, the tenant is entitled to any interest earned on the last month's rent.³⁵

The State Sanitary Code and the Condition of an Apartment

In Massachusetts, the State Sanitary Code, **105 C.M.R. § 410**, sets minimum standards for what it means to provide a habitable place in which to live. In general, “habitable” means a place that is comfortable and clean enough for a person to live safely.

A landlord is required to maintain a unit in a habitable condition throughout the tenancy.³⁶ The right to habitable housing applies to all occupants of a property, not just tenants. Tenants and occupants can report problems directly to their landlord so that the landlord knows what is wrong and can make prompt repairs. If necessary, a tenant or occupant may ask an inspector from the local board of health to come to the unit, review the conditions, and order the landlord to fix any problems that violate the Sanitary Code. A landlord may not punish a tenant or occupant for reporting Sanitary Code violations to the government. A tenant who is having trouble getting a landlord to make repairs may be able to withhold a portion of the rent or move out, even if there is a lease or rental agreement in place.³⁷ However, before either withholding rent or moving out, tenants considering these options should contact a private lawyer or legal services for more information and advice.

Under federal and state law, if the rental property was built before 1978, the landlord and tenant must sign and retain a copy of the Tenant Lead Law Notification and Tenant Certification.³⁸ These forms are to inform the Tenant of known risks and causes of lead poisoning and disclose if it is known that lead-based paint is present in the rental unit. A landlord must also disclose documents related to any lead inspection or risk assessment done on the rental unit, and a Letter of Interim Control or Letter of Compliance issued by the local board of health.

If a child under six will be living in the rental property, the landlord is obligated to delead or bring the lead hazards under interim control. A landlord cannot refuse to rent an apartment to a tenant with young children because of the presence or possibility of lead paint or the costs of deleading.

You can find your local board of health through the website UpToCode.org, a website developed by Northeast Legal Aid and LemmaLegal with input from partner legal services organizations.

**UpToCode.org – Find
Your Health Inspector**



Health at Home

The Massachusetts Attorney General's Office works to ensure compliance with environmental and public health laws and to ensure that landlords, tenants, and homeowners have accurate information to ensure compliance with the law and safe and healthy homes. Home environmental health risks can create significant sources of illness or injury and can affect residents' ability to safely enjoy their homes, whether they own or lease them. Many federal, state, and local agencies regulate and provide assistance to address issues related to environmental health at home.

You can find more information about the most common environmental health risks such as lead, asbestos, solid waste, mold, noise, unsafe drinking water, sewage and septic systems on the [Health at Home page](#) of the Attorney General's Office website.



[Health at Home](#)



Eviction

To remove a tenant without the tenant's agreement a landlord must get permission from the court.³⁹ A landlord cannot evict a tenant by physically removing the tenant or their personal property, or by changing the locks. The landlord must provide notice to the tenant, in most cases this is called a Notice to Quit. The length of the notice depends on the type of tenancy and the reason for eviction. A landlord must then file a civil action (Summary Process Eviction) in court. The tenant may present defenses or file counterclaims.

If the landlord prevails, the landlord may obtain a judgment from the court and, ultimately, an execution document that allows a Sheriff or Constable to conduct a physical eviction. Any personal property belonging to the tenant must be moved to a licensed public warehouse for storage. The landlord is obligated to pay moving fees but is entitled to reimbursement from the tenant. The tenant is allowed a one-time opportunity to claim items of personal or sentimental value from the storage facility and can claim all personal property from the storage facility upon payment of any fees lawfully charged by the storage facility.⁴⁰

Mediation as an Option

If the landlord and the tenant agree, they may utilize mediation services through the Attorney General's Face to Face Mediation Program to resolve a dispute that might otherwise result in an eviction. In addition, the local housing court can provide help in resolving a dispute between a landlord and a tenant through mediation.

Learn more about [alternative dispute resolution in the housing court here](#):

Landlords and Tenants may be able to take advantage of the Lawyer for the Day program in some courts. Information about [Lawyer for the Day programs](#) can be found through mass.gov.



[Housing Court
ADR Program](#)



[Lawyer for the Day](#)



The Eviction Process

The formal eviction process is called Summary Process. It begins when the landlord serves the tenant with a court document called a Summons and Complaint. During the eviction process the tenant will have the right to raise defenses to the eviction and present counterclaims for monetary damages. Some common defenses to eviction include:

- Failure to properly terminate the tenancy.
- The landlord failed to correct known problems with the unit.
- The landlord is evicting you in retaliation for activities protected by law.
- Discrimination, including that the landlord failed to make a requested reasonable accommodation necessary to allow a person with a disability to live in the home.

Defenses and counterclaims are filed with the Court (with a copy given to the landlord) in an Answer. Tenants may also serve (present) the landlord with Discovery Requests, including requests for information and documents that may be necessary at trial. Deadlines are important. Both landlords and tenants should carefully read all notices received from the Court and are encouraged to seek legal assistance as early in the process as possible.

Tenants and Landlords can find the court forms they need from the Housing Court's website:



[Housing Court Forms](#)

Massachusetts Defense for Eviction (MADE) is a free tool to help tenants defend against eviction in court. The website is hosted by Greater Boston Legal Services but is available to tenants across the Commonwealth.



[Massachusetts
Defense for Eviction:
Self-Guided
Eviction Help](#)

Special Types of Housing

So far, this guide has focused on the laws and regulations that apply to a typical residential tenancy. However, many people renting their housing in Massachusetts may find that they are covered by a different set of laws and regulations because their housing is not considered an ordinary residential tenancy.

Rooming Houses

Rooming houses, also known as boarding houses, lodging houses, or single-room occupancy (SRO), are regulated somewhat differently from traditional apartments, and are regulated differently from hotels. A rooming house is a place where four or more rooms are rented out separately to people who are not related to the person running the rooming house (regardless of how many people are renting each room). Each room might or might not have its own bathroom. There is no requirement for rooming houses to provide a kitchen, but if they do, it must meet certain building code requirements.

Operators of rooming houses must be licensed.⁴¹

The eviction rules for rooming houses are a little different than traditional apartments, but an owner may not lock someone out without permission from a judge.⁴² The owner still must file for an eviction, but the amount of notice they must give the renter is different depending on how long the renter has lived there.

Manufactured Housing (“Mobile Homes”)

When you purchase a manufactured home (sometimes called a “mobile home”) you may also become a tenant of a manufactured housing community. Because of the unique nature of these communities, where the tenant owns the home, but rents the lot where the home is sited, these communities are regulated differently from traditional landlord-tenant relationships.

The Manufactured Housing Unit within the Attorney General’s Office has published a separate guide that provides a comprehensive discussion of the legal rights and responsibilities of residents and owner/operators of manufactured housing communities. It discusses **M.G.L. c. 140 §§ 32A-32S**, often called the Manufactured Housing Act, the Attorney General’s manufactured housing regulations, and other relevant housing laws.

[Guide to Manufactured
Housing Community Law](#)



Discrimination in Housing is Against the Law

It is against the law for a landlord to refuse to rent an apartment to someone because of the person's race, color, national origin, ancestry, sex, marital status, religion, age, sexual orientation, source of income, gender identity or expression or military background, or because the person is disabled.⁴³ With very limited exceptions, it is also illegal to refuse to rent to someone with children. For more information about housing discrimination, contact the Civil Rights Division of the Attorney General's Office or the Massachusetts Commission Against Discrimination.



[AGO Civil Rights](#)
[Division:](#)
[Fair Housing Law](#)

Retaliation is Against the Law

A landlord must not retaliate or threaten to retaliate against a tenant or occupant of housing for exercising their rights. It is illegal for landlords to threaten or take reprisals against tenants or occupants who engage in protected activity.⁴⁴

Protected activity includes, but is not limited to:

- Reporting conditions to the landlord or property manager;
- Reporting conditions to the local board of health;
- Filing a complaint in court or with an administrative agency;
- Organizing or joining a tenant's union.

Retaliation can take many forms, but the following are examples of conduct that would be illegal if threatened or taken as a reprisal against a tenant or occupant of the property for engaging in protected activity:

- Raising the rent;
- Terminating or failing to renew a lease;
- Changing the locks;
- Shutting off the heat or electricity;
- Starting an eviction proceeding;
- Reporting a tenant to the police or immigration officials;
- Harassing a tenant or occupant of the property.

Certain conduct by landlords will create a legal "presumption" that the conduct was retaliatory if it occurs within six months of a tenant or occupant's protected activity.⁴⁵ A presumption means that if the tenant or occupant were to sue a landlord for retaliation, a court would assume the action was retaliatory unless the landlord could prove otherwise.

Additional Resources from the Attorney General's Office

Landlord-Tenant, Consumer Protection Regulations

Pursuant to **M.G.L. c. 93A, § (2)(c)** the Attorney General may make rules and regulations interpreting the provisions of the Consumer Protection Act, **M.G.L. c. 93A**. The Attorney General's regulations related to Landlord-Tenant law can be found at **940 C.M.R. § 3.17**.

Advisory on Broker Fees

On August 1, 2025, the Attorney General's Office issued an advisory on a new law prohibiting real estate brokers and salespersons retained by landlords from charging broker fees to prospective tenants.

Guidance on Unfair and Deceptive Fee Regulations ("Junk Fees")

On July 29, 2025, the Attorney General's Office issued updated guidance to help businesses operating in Massachusetts comply with the consumer protection regulations prohibiting "junk fees," found at **940 C.M.R. § 38.00**. The junk fees regulations apply to the rental of housing in Massachusetts, and the guidance addresses how the "Total Price" of a rental listing must be disclosed and the notice requirements of leases that contain negative option features such as an auto-renewal provision in a month-to-month lease.



[940 C.M.R. § 3.00](#)



[Advisory on Broker Fees](#)



[Advisory on Junk Fees](#)



[Unfair and
Deceptive Fees](#)

Guidance on Preventing Housing Discrimination Based on Source of Income



[Preventing Discrimination
Based on Source of
Income](#)

Health at Home

This website from the Attorney General's Office provides a summary of laws, rules and regulations that ensure compliance with environmental and public health laws.



[Health at Home](#)

Guide to Manufactured Housing Community Law

This guide provides a comprehensive discussion of the legal rights and responsibilities of residents and owner/operators of manufactured housing communities. In particular, it discusses **M.G.L. c. 140, §§ 32A-32S**, often called the Manufactured Housing Act, the Attorney General's manufactured housing regulations, and other relevant housing laws.



[Guide to Manufactured
Housing Community Law](#)

Contact Us

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

<http://www.mass.gov/ago>
(617) 727-8400 Consumer Hotline
(617) 963-2917 Civil Rights Hotline

File a Consumer Complaint

The Consumer Advocacy and Response Division (CARD) of the Attorney General's Office provides a free consumer assistance service to individuals who file complaints. Not all complaints are appropriate for consumer assistance, but many landlord-tenant disputes are. Even if a dispute is not appropriate for assistance, filing a complaint can help the AGO identify unfair and deceptive business practices that will inform our enforcement and policy work.



[File a Consumer
Complaint](#)

File a Civil Rights Complaint

If you believe a company, business, organization has violated your rights, you can file a civil rights complaint with the Civil Rights Division of the Attorney General's Office.



[File a Civil Rights
Complaint](#)

Resources from Other State Agencies

Massachusetts Executive Office of Housing and Livable Communities

The Executive Office of Housing and Livable Communities (EOHLC) was established in 2023 to create more homes and lower housing costs for Massachusetts residents. EOHLC also distributes funding to municipalities, oversees the state-aided public housing portfolio, and operates the state's Emergency Family Shelter (EA) program.

100 Cambridge St., Suite 300
Boston, MA 02114
(617) 573-1100



[Executive Office of
Housing and Livable
Communities](#)

Massachusetts Housing Court

The Housing Court Department handles all matters involving residential housing such as eviction cases, small claims cases, and civil actions involving personal injury, property damage, breach of contract, discrimination, as well as code enforcement actions and appeals of local zoning board decisions that affect residential housing.

Administrative Office of the Housing Court
Edward W. Brooke Courthouse, 24 New Chardon St.
6th Floor
Boston, MA 02114
(617) 788-6500



[Housing Court](#)

Massachusetts Commission Against Discrimination

The Massachusetts Commission Against Discrimination (MCAD) is the independent state agency that enforces the Massachusetts anti-discrimination laws by investigating complaints of discrimination in employment, housing, public accommodations, and other aspects of everyday life.

MCAD Boston, 1 Ashburton Place, Suite 601, Boston, MA 02108
MCAD Springfield, 436 Dwight Street, Room 220, Springfield, MA 01103
MCAD Worcester, 18 Chestnut Street, Room 520, Worcester, MA 01608



[Massachusetts
Commission Against
Discrimination](#)

Massachusetts Department of Public Health, Childhood Lead Poisoning Prevention Program

The Childhood Lead Poisoning Prevention Program (CLPPP) helps prevent, screen, diagnose, and treat childhood lead poisoning. CLPPP works to eliminate sources of poisoning through research and educational, epidemiological, and clinical and environmental activities.



**Childhood Lead
Poisoning Prevention
Program**

Trial Court Law Library

The Trial Court Law Library provides legal information about landlord and tenant issues, and other housing issues on its website.



**Massachusetts law
about housing and
real estate**

Resources Provided by Legal Services Organizations

Mass Legal Help

MassLegalHelp is a website run by the Legal Aid Websites Project at the Massachusetts Law Reform Institute with support from the Massachusetts Legal Assistance Corporation. The website includes resources on a wide range of legal topics, including:

The Massachusetts Legal Resource Finder, a directory of contact information for legal aid offices, government agencies and court programs.

Legal Tactics: Tenants' Rights in Massachusetts, a free e-book that provides practical information about tenants' rights in private housing.



[Legal Resource Finder](#)



[Legal Tactics](#)

Massachusetts Defense for Eviction (MADE)

MADE is a website of Greater Boston Legal Services (GBLS) that helps tenants facing eviction prepare key forms needed to defend against an eviction in court. The website is free and uses a self-guided online interview available in English and Spanish.



[GBLS.org/MADE](#)

UpToCode.org

UpToCode.org is a free online tool to help Massachusetts tenants solve problems with bad conditions in their home. The website provides step-by-step instructions that can help create a letter to a landlord, a complaint to the local board of health, or prepare court documents to address housing conditions. UpToCode.org was developed by Northeast Legal Aid and LemmaLegal with input from partner legal services organizations, support from the Legal Services Corporation and the Massachusetts Law Reform Institute and help from community partners such as La Colaborativa.



[UpToCode.org](#)

References

- ¹M.G.L. c. 186, § 15B(1)(b); see also M.G.L. c. 93A, § 2 and Attorney General's Office, Consumer Protection: General Regulations, 940 C.M.R. § 3.17(4)(a) ("It shall be an unfair or deceptive practice for an owner to: (a) require a tenant or prospective tenant, at or prior to the commencement of any tenancy, to pay any amount in excess of the following: 1. rent for the first full month of occupancy; and 2. rent for the last full month of occupancy calculated at the same rate as the first month; and 3. a security deposit equal to the first month's rent; and, 4. the purchase and installation cost for a key and lock.") (emphasis added).
- ²M.G.L. c. 93A, § 2; 940 C.M.R. § 38.01; and 940 C.M.R. § 38.04.
- ³See State Sanitary Code, 104 CMR §§ 410.200, 410.210, and 410.300F.
- ⁴M.G.L. c. 186, § 22.
- ⁵105 C.M.R. § 410; and *Haddad v. Gonzalez*, 410 Mass. 855 (1991).
- ⁶105 C.M.R. § 410.100(A)(5-6).
- ⁷105 C.M.R. § 410.260(D).
- ⁸105 C.M.R. § 410.260(D)(4).
- ⁹See M.G.L. c. 93A, § 2 and 940 C.M.R. § 38.04(1) ("In connection with any Advertising or marketing, solicitation, or offer of Sale that is Targeted to or results in a Sale in Massachusetts, the following shall constitute an unfair and deceptive practice under M.G.L. c. 93A, § 2: (1) Misrepresenting or failing to disclose Clearly and Conspicuously, at the time of the initial presentation of the price of any Product, or any subsequent presentation thereafter, the Total Price of that Product . . .").
- ¹⁰M.G.L. c. 186, § 15B; and 940 C.M.R. § 3.17(4)(a).
- ¹¹See *Americans with Disabilities Act* at 42 U.S.C. §§ 12101 et seq. and *The Fair Housing Act* at 42 U.S.C. §§ 3601-3619; see also JOINT STATEMENT OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND THE DEPARTMENT OF JUSTICE, REASONABLE ACCOMMODATIONS UNDER THE FAIR HOUSING ACT, available at: <https://www.hud.gov/sites/documents/huddojstatement.pdf>.
- ¹²M.G.L. c. 151B, § 4 ¶ 11; see also M.G.L. c. 199A (concerning unlawful practices in selling, renting, or leasing premises containing lead in paint, plaster or materials.).
- ¹³M.G.L. c. 112, § 87DDD1/2.
- ¹⁴AN ACT MAKING APPROPRIATIONS FOR THE FISCAL YEAR 2026, Chapter 9 of the Acts of 2025, §§ 43, 54, 55 and 136.
- ¹⁵M.G.L. c. 186, § 15B; 940 C.M.R. § 3.17(4)(a).
- ¹⁶*Affordable Homes Act*, Chapter 150 of the Acts of 2024 codified at M.G.L. c. 239, § 16.
- ¹⁷M.G.L. c. 151B, § (4)(7B).
- ¹⁸M.G.L. c. 151B, § (4)(6).
- ¹⁹Federal Trade Commission, Using Consumer Reports: What Landlords Need to Know (July 2023), <https://www.ftc.gov/business-guidance/resources/using-consumer-reports-what-landlords-need-know>.
- ²⁰M.G.L. c. 186, § 15A-F, § 16.
- ²¹M.G.L. c. 186, §§ 15-15F, § 16.
- ²²940 C.M.R. § 3.17(3)(b)(1)-(2).
- ²³940 C.M.R. § 3.17(3)(b)(3).
- ²⁴M.G.L. c. 186, § 15D.
- ²⁵M.G.L. c. 186, § 15B(4)(iii).
- ²⁶M.G.L. c. 186, § 15B(4)(iii); and *Peebles v. JRK Property Holdings*, No. SJ-C-13702 (2025).
- ²⁷M.G.L. c. 186, § 15B(4)(iii).
- ²⁸M.G.L. c. 186, § 18.
- ²⁹M.G.L. c. 186, § 18.
- ³⁰M.G.L. c. 186, § 15B(c).
- ³¹M.G.L. c. 186, § 15B(1)(b).
- ³²M.G.L. c. 186, § 15B(3)(a).
- ³³940 C.M.R. 3.17(4)(a).
- ³⁴M.G.L. c. 186, § 15B(4).
- ³⁵M.G.L. c. 186, § 15B(2)(a).
- ³⁶105 C.M.R. § 410.003(A-D); see also M.G.L. c. 93, § 2 and 940 C.M.R. 3.17(1)(a).
- ³⁷M.G.L. c. 239, § 8A.
- ³⁸Department of Public Health, Lead Poisoning and Control Regulations, 105 C.M.R. § 460.
- ³⁹M.G.L. c. 239; M.G.L. c. 93A, § 2 and 940 C.M.R. § 3.17(5).
- ⁴⁰M.G.L. c. 239; M.G.L. c. 186, § 11; M.G.L. c. 105.
- ⁴¹M.G.L. c. 140 § 24.
- ⁴²M.G.L. c. 186 § 17.
- ⁴³42 U.S.C. §§ 3601-3619 and M.G.L. c. 151B, § (4)(6).
- ⁴⁴M.G.L. c. 186, § 18 and M.G.L. c. 239, § 18; see also M.G.L. c. 93A and 940 C.M.R. § 3.17(6)(b) ("It shall be an unfair and deceptive practice for an owner to: . . . (b) Retaliate or threaten to retaliate in any manner against a tenant for exercising or attempting to exercise any legal rights as set forth in M.G.L. c. 186, § 18.")
- ⁴⁵See M.G.L. c. 186, § 18 ¶ 2 (establishing a rebuttable presumption of reprisal in context of affirmative claim for retaliation); see also G.L. c. 239, § 2A (establishing a rebuttable presumption of reprisal in context of defense against eviction.).

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