

**NOTICE TO TENANT
USE OF ADVANCE RENT PAYMENT**

Section 4 of chapter 65 of the Acts of 2020 (the “Act”) allows a landlord who collected last month’s rent in advance to use the last month’s rent payment in advance to pay for certain expenses relating to the leased property, including, but not limited to, mortgage payments, utilities, repairs and required upkeep.

You are the tenant and the undersigned (“Landlord”) is the landlord under a lease agreement dated _____, or under a tenancy at will, for the premises located at _____ (“Unit”).

Pursuant to section 4 of the Act, the Landlord hereby attests that:

- (1) The Landlord is holding the amount of \$_____ to cover your last month of rent for the Unit.
- (2) Before the last month of your lease, the Landlord used \$_____ of these funds for a purpose permitted by the Act and any emergency regulations implementing the Act.
- (3) Unless you and the Landlord have agreed otherwise in writing, even if you owe rent to Landlord, the Landlord (a) has not deducted any amount from the last month’s rent to cover the rent that you owe, and (b) remains obligated to apply the full amount to its intended purpose as rent for the last month of tenancy.
- (4) You are entitled to the same amount of interest under section 15B of said chapter 186 that the Landlord would have owed to you if the Landlord not used such funds before the last month of the tenancy.
- (5) If the Landlord is a corporation, limited liability company, partnership or other business entity, the individual signing this notice is duly authorized to send this notice on behalf of the Landlord.

SIGNED AND ATTESTED as of the date set forth below.

NAME OF LANDLORD: _____

Signature: _____

Printed Name: _____

Title (if applicable): _____

Date: _____