



TENANT RIGHTS & RESOURCES GUIDE

As required by the City of Medford Housing Stability Notification Ordinance, Chapter 49, Article II., Secs. 49-31 - 49-38.

City of Medford

This is an important notice. Translations will be available on the City website: <https://www.medfordma.org/noticeoftenantrights>

Este es un aviso importante. Las traducciones estarán disponibles en el sitio web de la Ciudad.

Este aviso é importante. Haverá traduções disponíveis no site da Cidade.

Sa a se yon avi enpòtan. Tradiksyon yo ap disponib sou sitwèb Vil la.

这是一份重要通知。翻译将在城市网站上提供。

Đây là một thông báo quan trọng. Bản dịch sẽ có trên trang web của Thành phố.

هذا إشعار هام. الترجمة ستكون متاحة على الموقع الإلكتروني للمدينة.

This guide is to help you understand your rights as a tenant. The 2023 Medford Housing Stability Notification Ordinance requires landlords to provide you with this **Tenant Rights & Resources Guide** at the start of your tenancy and when they are taking steps to end your tenancy. See the **Glossary on Page 5** for better understanding.

The City of Medford cannot provide legal advice, this information is provided as a service by the City of Medford. This information is general in nature and does not, and is not intended to, constitute legal advice as to any specific issue. You are advised not to take, or to refrain from taking, any action based on this information without consulting legal counsel about the particular facts of the specific issue.

Have questions?

To learn more about this resource, contact the **Medford Department of Planning, Development & Sustainability** at **(781) 393-2480**



If you have questions for the social services team, call the **Multilingual Resource Line** at **(781) 475-5644** for help in your language

If you have concerns about health code violations, contact the **Health Department** at **(781) 393-2560**

Translations in **Spanish, Brazilian Portuguese, Haitian Creole, Mandarin Chinese, Vietnamese, and Arabic** are available on the City website: <https://www.medfordma.org/noticeoftenantrights>

Esta guía tiene como objetivo ayudarle a entender sus derechos como inquilino. La Ordenanza de Notificación de Estabilidad de Vivienda de Medford 2023 requiere que los propietarios le proporcionen esta Guía de Derechos y Recursos del Inquilino al comienzo de su arrendamiento y cuando estén tomando medidas para terminar su arrendamiento.

本指南旨在帮助您了解作为承租人的权利。2023 年 Medford Housing Stability Notification Ordinance (《Medford 住房稳定性通知条例》) 要求, 房东在您租赁开始时以及其采取措施终止租赁时向您提供本《承租人权利和资源指南》。

Este guia tem o objetivo de ajudá-lo a entender seus direitos como locatário. A Portaria de Notificação de Estabilidade Habitacional de Medford de 2023 exige que os proprietários disponibilizem este Guia de Direitos e Recursos do Locatário no início do seu contrato e quando estiverem tomando medidas para encerrar o seu contrato.

Hướng dẫn này nhằm giúp bạn hiểu các quyền của mình với tư cách là người thuê nhà. Sắc lệnh Thông báo Ổn định Nhà ở Medford năm 2023 yêu cầu chủ nhà cung cấp cho bạn Hướng dẫn về Quyền & Tài nguyên dành cho Người thuê nhà này vào thời điểm bạn bắt đầu thuê nhà và khi họ đang thực hiện các bước để kết thúc thời hạn thuê nhà của bạn.

Gid sa a se pou ede w konprann dwa w antanke lokatè. Òdonans Notifikasyon Establite Lojman Medford 2023 la egzije pwopriyetè yo pou yo ba w Gid Dwa ak Resous Lokatè sa a nan kòmansman lokasyon w la ak lè y ap pran mezi pou mete fen nan lokasyon w lan.

هذا الدليل يهدف لمساعدتك على فهم حقوقك كمستأجر. القانون الخاص بالإشعارات لسكان ميدفورد لعام 2023 يطلب من المالك تزويدك ب هذا الدليل التعريفي الذي يتحدث عن حقوق المستأجر، وذلك في بداية عقد الإيجار وعندما يتخذون خطوات لإنهاء عقد الإيجار الخاص بك.

The City of Medford has a team of **Community Liaisons** that can assist you in these languages:

Spanish

Portuguese

Haitian Creole

Arabic

Call the **Multilingual Resource Line** to get connected at

(781) 475-5644



Resources for Renters

RENTAL ASSISTANCE FUNDS

Action for Boston Community Development Resources (ABCD)
(617) 348-6329

- Help pay first and last month's rent with the Medford Move-in Program: bostonabcd.org/medfordmovein

Metro Housing Boston
(617) 425-6700

- Housing Choice Voucher Program (Section 8), Housing Consumer Education Center, MA Rental Vouchers Program: <https://www.metrohousingboston.org/our-programs/housing-stability/>

AFFORDABLE HOUSING

Medford Housing Authority
(781) 396-7200

- Section 8 House Choice Voucher (HCV), call to request an application to be mailed to your home. Apply online: <https://www.affordablehousing.com/ma/sscw/>

CHAMP Alternative Housing Voucher Program (AHVP)

- Apply online: <https://publichousingapplication.ocd.state.ma.us>

Affordable Housing in Medford

- <https://www.medfordma.org/departments/planning-development-sustainability/affordable-housing-and-proposed-40b-projects>

UTILITIES ASSISTANCE

Action for Boston Community Development Resources (ABCD)
(781) 322-6284

- Information on Fuel Assistance programs: <https://bostonabcd.org/service/fuel-assistance-2/>

Salvation Army Good Neighbor Fund
(617) 884-0260

- Fuel/energy assistance for those that don't qualify for federal or state energy funds but need temporary funding

Medford Community Electrical Aggregation - NextEra Energy Services (NES)
(877) 960-8880

- Flat rate electrical supply services @ 15.348¢ / kWh through 12/2024

FREE LEGAL AID

Housing Families
(781) 322-9119 ext. 146

- Legal assistance, access to emergency and stable housing, tutoring and after school programs for kids, counseling and support. More information here: <https://housingfamilies.org/>

Greater Boston Legal Services
(617) 371-1234

- Get eviction help: <https://evictionlegalhelp.org/find-legal-help/>

Am I in a protected class? What are my rights?

The Fair Housing Law protects renters from discrimination. If your landlord is treating you poorly because of your **race, color, national origin, gender, sexual orientation, disability, ancestry, genetic information, marital status, military status, age, children, source of income** or if you have **lead paint** anywhere in your housing, you can file a civil rights complaint here: <https://www.mass.gov/how-to/file-a-civil-rights-complaint>

If you are a person with physical or mental disabilities, your landlord may be required to grant you a **reasonable accommodation** to make changes to your housing situation for you to enjoy your home. For example, you may be able to have an emotional support animal, or if you live in public or subsidized housing, an extra bedroom for a caregiver or medical equipment. Sometimes, a landlord must pay for changes needed by a tenant, like a ramp or grab bar. For more information, visit

<https://www.mass.gov/info-details/disability-rights-in-housing> or call **(617) 727-7440** for the Massachusetts Office on Disability (MOD).



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All tenants in Massachusetts have legal rights regardless of immigration status – even if you overstay your rental agreement. The best way to protect yourself is to know your rights and get help when you need it. Visit <https://www.masslegalhelp.org/legal-tactics> for more information.



Frequently Asked Questions

Bolded words are defined in the Glossary on Page 5.



What if my landlord tells me to leave?

Only a court can order an **eviction** and require you to leave your home. If your landlord gives you a **Notice to Quit** or tells you that you must leave your home, **it does not mean you have to leave** – even if you do not have a **lease**. There is a court process that must be followed to evict you. The **Notice to Quit** is not a court order. You can choose to leave the residence, but you can't be forcibly removed without a court order. If you receive a **Notice to Quit** or other legal notice from your landlord, get legal help as soon as possible (see **FREE LEGAL AID** on **Page 2**). Help is available for tenants and landlords to try to stop **eviction** before going to court. If you do not defend yourself in an **eviction** lawsuit, you may still be evicted. **Eviction** can prevent you from renting housing in the future so if you receive an **eviction** notice, get legal help as soon as possible.

If your landlord locks you out or removes your belongings, get legal help or call **911**. You can also go to court and request a court order to allow you back into your home.

What can I be charged to move into my home?

When you first move in, your landlord is allowed to charge you for a security deposit, first month's rent, last month's rent, and a new lock and key. A security deposit or last month's rent cannot be more than your first month's rent. If a licensed real estate broker helps you find your rental unit, they can charge you a finder's or broker's fee. This fee is payable to the broker, not the landlord. The broker must give a written notice to prospective tenants that explains the fee and terms of its payment. There may be charges such as a fee for keeping pets in the residence (i.e., pet deposits). Get a receipt for any money you pay to your landlord or broker.

Can my landlord increase my rent? Is there a limit?

Your landlord can only raise your rent if they give you a notice. Usually, a landlord cannot increase your rent during the term of the **lease**. If you do not have a **lease**, your landlord must give notice of a proposed rent increase one payment period (typically one month) before your rent is due. Unless you live in public, subsidized, or inclusionary housing or the rent increase is **unlawful retaliation**, there is no limit on rent increases once your **lease** is up. However, your rent can increase only if you agree in writing to pay the higher rent or if you pay the higher rent at least once. If you cannot afford the higher rent, talk to your landlord or other tenants in the building, or see Page 2 for resources. You must pay the rent you agreed to, and if you do not have a **lease**, your landlord may end your **tenancy** and try to evict you.

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How do I get my landlord to make repairs?

You and your landlord are responsible for keeping your home in good condition. Your landlord must provide a unit that is safe, clean, and in compliance with the Massachusetts Sanitary Code, and must keep any promises in your lease or rental agreement. Your home must meet standards required by the State Sanitary Code. See this checklist:

bit.ly/HousingCodeChecklist. Or use madeuptocode.org, available in English, Spanish, Portuguese, and Haitian Creole to find out if your home meets the State Sanitary Code and take steps to improve your home. If repairs are needed, you should inform your landlord in the form required by your **lease** as soon as possible to give your landlord an opportunity to make repairs. If you do not have a **lease**, you can write a letter or email to request repairs. Keep a copy of your letter. If repairs are not made within a reasonable time, contact the Medford Board of Health: call **(781) 393-2560**, email bohadmin@medford-ma.gov, or visit www.medfordma.org/departments/health-department or seek legal counsel to discuss your options.

Can I be charged for utilities?

Your landlord must pay for water, gas, electricity, hot water, and heat unless you agreed to pay for these in your **lease** or rental agreement. If you are paying for water, gas and electricity, there must be a separate meter for your apartment only. Usually, landlords pay for water, sewer, and oil. For help paying for utilities, see "**UTILITIES ASSISTANCE**" on **Page 2** for a list of resources.

Am I a tenant-at-will? What are my rights?

A **tenant-at-will** occupies a rented unit and pays rent periodically (typically monthly) and may or not have a written **lease**. You or your landlord can decide to end the **tenancy** by giving the other party notice either 30 days or one month before the due date of your next rent payment, whichever is longer. In this type of agreement, the rent can change within the same 30 days or one month before the **tenancy** ends. If you do not have a written **lease**, your landlord can ask you to leave with a **Notice to Quit** at any time. If you do not vacate at the end of the notice period, your landlord can take steps to evict you. You can choose to leave the residence after receipt of a **Notice to Quit**, but you can't be forcibly removed without a court order. Seek legal assistance if an **eviction** lawsuit is initiated as a court judgement against you may make it difficult to get housing in the future.

When can my landlord enter my home?

You have the right to exclusive use of your home. Your landlord may generally enter your home at reasonable times and upon reasonable notice for the following reasons: 1) to show the residence to prospective tenants, purchasers, lenders or their agents, 2) to inspect the premises, 3) to make repairs; 4) to inspect within 30 days of the end of the **tenancy** to determine damages to be deducted from the security deposit; and/or according to Court order. If you have a written **lease**, your **lease** may require 24 or 48 hours written notice prior to entry. Your landlord may enter your home without prior notice in the event emergency repairs are needed.

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How should my security deposit and last month's rent be handled?

A security deposit is money you pay to protect a landlord if you do not pay rent or for repairs if you damage the rental unit. Your landlord must return your security deposit or balance within 30 days after the end of your **tenancy**. However, your landlord can deduct from the full amount for certain losses and repairs made for damage as allowed by law. Your landlord must keep your security deposit in a separate, interest-bearing bank account in a Massachusetts bank. Paying last month's rent protects your landlord if you leave and do not pay rent the last month you live in the unit. Your landlord does not have to keep your last month's rent in a separate bank account. Your landlord must pay you interest annually on your security deposit and last month's rent (5% or whatever lesser is received from the bank). The landlord must inform you of any interest owed to you, and you must either get the interest or allow you to deduct the amount from your next rental payment. If the interest is not received within 30 days of the anniversary of your **tenancy**, you may deduct the interest from your next month's rent. In most cases, your security deposit plus interest must be returned within 30 days after you move, unless for example, there are documented damages or unpaid rent or water charges.

Can I sublet or share my unit with another renter?

A sublet is a temporary rental. When you sublet your apartment, you, as the original tenant, remain responsible to the landlord for the apartment. Sublets can be risky because you are still legally responsible to pay rent to the landlord and are responsible for any damages to the housing. Most **leases** require that you get permission from your landlord to sublet. Check your **lease** carefully before getting a subletter. Check with your landlord if you plan to have housemates who are not on your **lease**.

GLOSSARY

Important words to help you understand this notice.

Eviction: When a landlord removes a tenant from housing. To do this, they must go through a process with the court.

Lease: A written, signed agreement between a landlord and tenant to rent housing.

Notice to Quit: A legal document telling the tenant they must move out. This document says you must "deliver up" or "vacate" your housing by a certain date. You do not have to move out by the date on the notice, but if you do not move out the landlord can go to the court and try to evict you.

Reasonable accommodation: A change to a rule or practice, so a person with a disability can better use and enjoy their home.

Tenancy: You pay to live in housing owned by a landlord. You live in that housing for the amount of time you agree on with your landlord.

Tenant-At-Will: You are a tenant-at-will if you have agreed to pay your landlord rent every month. Your agreement to pay rent every month can be written in a lease, or spoken. Most tenants are tenants at will.

Unlawful retaliation: When your landlord punishes you for exercising your legal rights as a tenant, such as requesting repairs in writing or joining a tenant organization. This is illegal.