



Off Campus Housing Referrals

University of Massachusetts Amherst | 235 Whitmore Administration Building | 413-577-2187 | www.housing.umass.edu

A SUMMARY OF DO'S AND DON'TS FOR Tenants

(provided courtesy of Student Legal Services Office)

1. As part of their rights to “exclusive possession” and “quiet enjoyment,” tenants have a right to privacy. The landlord may enter the premises in emergencies, to show the premises near the end of the tenancy, and to make reasonable, announced inspections and repairs to the property. Landlords should not make unannounced visits or inspections except in the case of actual emergencies. A landlord should generally have the tenant’s permission to enter because of the violation of the right to privacy may result in civil liability for minimum damages of three months’ rent (Massachusetts General Laws Chapter 186, Sections 14 and 15 F). The tenant must, in turn, be reasonable about permitting entry at mutually convenient times. Landlords must provide reasonable notice for entry (24 hours minimum is suggested) except in cases of genuine emergency.
2. Tenants should read their lease carefully and make sure they understand it.
3. Tenants cannot be required to pay for fuel for heat or hot water unless there is a written agreement to that effect. Tenants cannot be required to pay for electricity, natural gas, or heating oil unless the rental premises are served by a separate meter that measures the electricity or gas consumption, or a separate oil tank, for those premises only (State Sanitary Code).
4. Landlords and tenants should conserve gas, water, electricity and other utilities whenever possible and in compliance with regulations set by the State Sanitary Code.
5. Tenants, as a safety precaution, may want to be protected against loss by purchasing renter’s insurance. Except in cases of clear landlord negligence, tenants may be liable for personal damages resulting from an accident or theft.
6. Tenants should avoid letting the rent fall into arrears. If a tenant anticipates being unable to pay the full rent on time, he/she should consult with the landlord to try to work out an agreement for delayed payment; avoiding the landlord usually only makes the problem worse. Repeated nonpayment of rent leaves tenants vulnerable to possible eviction or non-renewal of the tenancy.
7. Tenants must give adequate notice of their intent to terminate a tenancy. If the tenant has a tenancy at will, he/she is required to give one full rental period’s notice in writing (minimum 30 days, see “Eviction” above). Skipping out or failing to give proper notice may render the tenant liable for rent and other losses.
8. All agreements between individual tenants in a household (or between the tenant and sublessees or assignees) should be clear, in writing, and in accordance with the landlord’s requirements for notification and/or approval of changes of tenants. In unrelated households, the departure of one or more residents can leave the others liable for extra shares of rent. A good idea is to have a housemate contract drawn up which specifies every household member’s financial responsibility concerning the tenancy.
9. Tenants and landlords should make every effort to *get everything in writing and keep copies*. Should a dispute arise about the terms of the tenancy, the condition of the apartment or house, any special arrangement with the landlord, or mutual agreements

with fellow tenants, it is important to have written records as evidence. Oral agreements are seldom of much value in court, and in some cases are void and unenforceable.

10. Tenant unions are legal in Massachusetts. Their members are afforded certain limited protections (Massachusetts General Laws, Chapter 186, Section 18).