

# STUDENT RIGHTS ADVOCATE

Published by: UMass Student Legal Services Office

WINTER SESSION

2010

## IF YOU ARE THINKING OF MOVING OFF CAMPUS.....

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When you move into an apartment, you may be more concerned about your parking space or whether the cable works than with the law involved in your move, but it is a good idea to know your rights. This article is just an overview and shouldn't be considered legal advice – if you'd like more information, please call the Student Legal Services Office at 413-545-1995.

Massachusetts has a strong landlord-tenant law that protects you as a tenant from unreasonable lease requirements and unsafe conditions in your apartment. The law also sets up requirements to ensure that your security deposit is only used for damage you are responsible for or for unpaid rent. It is up to you, however, to protect yourself by being aware of the law and handling your obligations responsibly so you can hold your landlord responsible as well. This article provides an outline of some of the things you should know.

### LEASE OR NO LEASE?

If you do not have a written lease specifying otherwise, you are a 'tenant-at-will.' Your landlord can give you notice to leave within one rental period at any time, and you also have the right to give the landlord the same notice of your intention of terminating the tenancy at any time.

If your landlord offers you a written lease, you need to read it carefully. The lease will ensure that your tenancy can continue through a specific date, but it also binds you to pay rent for that same period of time, even if you have to leave the apartment for some reason. The lease should spell out exactly what your landlord must do and what you must do as a tenant. Be sure you completely understand what you are obligating yourself to do. For instance, if you are signing 'jointly and severally' with your roommate, you should be aware that you are agreeing that the landlord can come after you for the entire amount of the rent, not just your share, if your roommate doesn't pay.

In either case, be sure you know what else besides rent you may have to pay to others in order to live in the building. Does your rent include utilities, cable, Wi Fi or any other expenses? If not, find out what you will have to pay for these items in order to be sure your entire living expense will be within your overall budget. If you are expecting the landlord to pay for utilities, you must be sure that is in the written lease.

### CONDITIONS:

Your rental must be kept in habitable, safe condition by your landlord. Notify your landlord in writing immediately of any conditions you feel impair your ability to enjoy the safe use of your home. If the landlord will not make repairs, you can call the housing Inspector for the town you live in and ask him/her to inspect the premises; if s/he finds violations of the housing code, your landlord will be required to make the repairs.



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However, be aware that if the inspector finds conditions that are your responsibility, (such as more roommates than are allowed) you will be held responsible for those upon inspection as well.

### DEPOSITS AND ADVANCE PAYMENTS:

Your landlord may request that you pay a security deposit and your last month's rent along with the first month's rent payment you make. The amount of these payments can't be more than three months' rent in total. No other payments or deposits are allowed, including a pet deposit or any other kind of damage deposit. It is also illegal for the landlord to charge any type of late payment fee or other addition to the rent agreed upon.

If your landlord charges a security deposit, s/he must provide you with a number of documents to help ensure you receive it back, with interest, unless you do damage. The landlord must provide you with a Statement of Condition describing the state of the apartment when you moved in, so that you are not charged for damage that existed when you got there. If you don't agree with the Statement, you have a right to add to it. The landlord must also give you a notification of where your security deposit is being held, including the bank and account number. It is a good idea to take pictures of your apartment at the beginning of your tenancy to document any prior damage.

You are entitled to be paid interest annually on both your security deposit and the last month's rent that your landlord holds.

### AT THE END OF THE TENANCY:

If you have paid a security deposit, your landlord must return it to you within thirty days of the end of your tenancy. If any deductions for damage are made, you are entitled to a written sworn statement and actual receipts/estimates for repairs. It is a good idea to take pictures of your apartment at the end of your tenancy as well, to insure that you are not charged for damage that might occur after you move out.

### KNOW YOUR RIGHTS AND REMEDIES:

If your landlord has neglected to give you a proper receipt for your security deposit, or never gave you a Statement of Condition, you may be able to obtain your security deposit back immediately. If the landlord does not properly return the deposit at the end of the tenancy, or breaches your right to enjoy the use of the premises, you may be entitled to up to three times your monthly rent or deposit. It is well worth your time to be well-informed about your rights as a tenant. Call the Student Legal Services Office at 413-545-1995 if you are a current UMass student with questions about you tenancy.

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The Student Rights Advocate is published by the University of Massachusetts Student Legal Services Office three times during the academic year. This newsletter does not constitute legal advice. The Student Legal Services Office is open Monday to Friday from 9am to 5pm, for appointments for consultation, information, and referral for fee-paying UMass Amherst students, free of charge. Other UMass students may be eligible for our services for a nominal charge. If you think you could benefit from our services, or would like to know more about The SLSO or an internship with us, please call us at (413) 545-1995 or visit us in room 922 of the Campus Center. For more information on SLSO, please visit us on the web at [www.umass.edu/rso/slso](http://www.umass.edu/rso/slso). For legal advice, an appointment is necessary.