

## Notice regarding fees for residents of sober homes

MASH follows Massachusetts Tenant Laws regarding fees to residents. All paperwork submitted to MASH for certification or recertification must reflect adherence to Massachusetts Tenant Laws regarding fees. *All fees must be listed in the resident agreement.* If your agreement lists fees that are not allowable you will not be certified until the changes to your agreement are made. The **ONLY** fees which are allowable in Massachusetts sober homes are as follows:

1. **Security Deposit:** A REFUNDABLE security deposit of no more than one month's rent may be requested.
  - a) Landlords in Massachusetts must, at the time of receiving the security deposit, provide the tenant with a receipt indicating the amount of the deposit; the name of the person receiving it, and, if received by a property manager, the name of the lessor for whom the security deposit is received; the date on which the deposit is received; and a description of the premises leased or rented.
  - b) Within 30 days of receiving the security deposit, the landlord must disclose the name and location of the bank in which the deposit has been deposited, and the amount and account number of the deposit.
  - c) Landlords in Massachusetts must also pay tenants 5% interest on the security deposit per year, or the amount of interest paid by the bank (the bank must be in Massachusetts). Interest should be paid yearly, and within 30 days of the termination date. Interest will not accrue for the last month for which rent was paid.
  - d) Under Massachusetts law, a landlord must return the tenant's security deposit within 30 days after the tenant has surrendered the rental property to the landlord (that is, returned the keys and vacated the property).
  - e) Under Massachusetts law, a landlord can charge reasonable amount necessary to repair any damage caused to the dwelling unit by the tenant or any person under the tenant's control or on the premises with the tenant's consent, reasonable wear and tear excluded. In the case of such damage, the lessor shall provide to the tenant within such thirty days an itemized list of damages indicating the actual or estimated cost thereof. Nothing in this section shall limit the right of a landlord to recover from a tenant, who wilfully or maliciously destroys or damages the real or personal property of said landlord, to the forfeiture of a security deposit, when the cost of repairing or replacing such property exceeds the amount of such security deposit.

## **2. Rent**

- a) At or prior to the commencement of any tenancy, no lessor may require a tenant or prospective tenant to pay any amount in excess of the following:
- b) (i) rent for the first full month of occupancy; and,
- c) (ii) rent for the last full month of occupancy calculated at the same rate as the first month;

## **3. Late Payment Penalty**

A landlord cannot charge interest or a penalty on late rent until 30 days after the due date. However, the landlord can begin the eviction process immediately, even if the rent is only one day overdue. The landlord also cannot use a reverse penalty clause to encourage you to pay early. For example, it is illegal for a landlord to reduce the rent by 10% if the rent is paid within the first five days of the month.

## **4. Lost key fee**

Landlords can charge a maximum of \$25.00 for a lost key.

For more information please visit:

[General Laws, Chapter 186, Section 15B](#)