

## TENANTS RIGHTS

- 1. My previous landlord had sold the building I live in and now there is some confusion as to my last month's rent, which I know that I had already paid. What are my rights here?**

**A:** On the sale, foreclosure or other transfer of the building you are living in as a tenant, the landlord must transfer your last month's rent to the new landlord with the accrued interest. The new landlord must give the tenant written notice of the transfer within 45 days after he receives the money. If the former owner fails to make the proper transfer, he or she would still be liable to the tenant, but so is the new landlord in the amount of the last month's rent. The new landlord can discharge this duty to the tenant by allowing the tenant to live free for the period covered by the last month's rent. For any other questions, or problems you are having with your landlord, please contact Attorney General Tom Reilly's Consumer Hotline at (617) 727-8400.

- 2. I just moved to Massachusetts and am new to dealing with snow. My landlord didn't plow my driveway or walkway for me after this last snowstorm. What does the law require?**

**A:** A landlord is required to keep all doorways clear of snow so that tenants can come and go, but is not required to shovel the walk or plow the driveway or parking lot. Check your lease for any terms that cover snow removal to find out if your landlord agreed to remove snow from any of these other areas. For more information on your rights as a tenant in Massachusetts, please contact the Consumer Hotline and ask for our brochure.

- 3. I am just about to move into my new apartment and my landlord is asking for a lot of money up front. What payment can a landlord require at the start of a tenancy and how can I protect the money I do pay?**

**A:** At the most, Massachusetts landlords can ask for first and last month's rent and a security deposit, as well as a deposit for keys and lock. The security deposit cannot exceed one month's rent. None of these charges are required, so you may be able to negotiate payment with your landlord if you are unable to make the payments at one time. If your landlord takes a security deposit from you, then he/she is required to place that money into an account in a Massachusetts bank. Your landlord must give you a receipt showing the amount of the deposit, your name, address, the name of the bank and the account number in which your security deposit is being held. The landlord is required to pay you interest of 5% or whatever lesser amount he receives annually on your security deposit, either by paying you outright, or by allowing you to deduct that amount from your next month's rent. If your landlord also charges you last-month's rent, then he/she has to provide you with a receipt listing the amount of rent, your name, address, and a notice that the landlord will pay you 5% interest yearly or whatever lesser rate the bank pays on that account. If you move, the

landlord must pay you the amount of interest earned within 30 days, so the notice should list your forwarding address. Before you move in, you should also fill out a statement of condition describing the apartment and any damages present at the time you move in; sign the form; keep a copy for your records; and return it to your landlord within 15 days. For more information on your rights as a tenant, contact our office.

**4. I am getting ready to rent an apartment for next fall. What should I be aware of as my roommates and I begin our search?**

**A:** If you are using a broker to help with your search, remember that only a licensed real estate broker or agent may charge you a fee for helping to find you an apartment. The broker must also sign a contract with you, stating that the broker or agent will give you a certain number (at least 5) of apartment listings, and specifying the fee and your requirements for an apartment.

When you do find a place you like, make sure you know the details of the rental agreement. Ask, about what types of utilities you will have to pay for and their annual costs. Check every plumbing fixture, light switch, appliance, and door to make sure they all work properly. Discuss any repairs to be made by the landlord, and find out about parking and snow removal in the winter and security. A lease is a serious commitment, so take the time to ensure you are getting what you want. For more important information on renting and your rights as a tenant, please contact our Consumer Hotline.

**5. I had recently moved out of an apartment and my previous landlord is holding my security deposit, but I can't seem to find out why. What can I do?**

**A:** A landlord may only deduct from the security deposit unpaid rent, certain unpaid real estate tax increases, and damage beyond reasonable wear and tear done to the apartment. You should have received a form at the beginning of the tenancy to fill out describing the condition of the apartment, so this should help you determine whether there was any damage. If you do not think that any of these factors apply to you, you can go to small claims court if the deposit is under \$2,000, or contact our Office for a free mediation service.

**6. I am only one month behind in my rent and my landlord is threatening to throw my property out and change the locks on my door. Can he do this?**

**A:** While non-payment of rent may be a legitimate reason for the landlord to attempt to evict you from the premises, he must first take certain steps. The landlord must send you a 14-day notice to quit, and if this is your first notice during the last 12 months he must give you at least 10 days to pay any back rent you owe. Even if you cannot to pay the back rent, the landlord cannot just throw your property into the street. In order to physically evict you, the landlord must go to court and obtain an

order for eviction, and you should receive notice to appear at this hearing. After he gets and eviction order, the landlord may physically remove your belongings and place them into storage you (may also be responsible for the storage cost).

**7. With the recent snowstorms, the entrance to our apartment was covered with snow and my landlord never cleared the walkway. Shouldn't he have done this?**

**A:** That depends. The Code of Massachusetts Regulations requires landlords to make sure every exit is free from obstruction. This applies only to apartment complexes with more than one dwelling, and does not include driveways. However, Massachusetts law does allow cities and towns to provide additional ordinances and by-laws covering snow removal, so contact your local government to see if you have additional protections.

**8. My previous landlord had sold the building I live in and now there is some confusion as to my last month's rent, which I know that I had already paid. What are my rights here?**

**A:** On the sale, foreclosure or other transfer of the building you are living in as a tenant, the landlord must transfer your last month's rent to the new landlord with the accrued interest. The new landlord must give the tenant written notice of the transfer within 45 days after he receives the money. If the former owner fails to make the proper transfer, he or she would still be liable to the tenant, but so is the new landlord in the amount of the last month's rent. The new landlord can discharge this duty to the tenant by allowing the tenant to live free for a period covered by the last month's rent. For any other questions, or problems you are having with your landlord, please contact **Attorney General Tom Reilly's Consumer Hotline at (617) 727-8400**.

**9. My landlord keeps entering my apartment without my permission. What can I do, if anything, to stop this?**

**A:** Legally, a landlord may enter your apartment only for the following reasons:

- o to inspect the premises;
- o to make repairs
- o to show the apartment to a prospective tenant, purchaser, mortgagee, or to their agents;
- o in accordance with a court order;
- o if the premises appear to have been abandoned or
- o to inspect the premises for damage within the last thirty days of the tenancy.

The law also requires a landlord to be reasonable when arranging a time to visit the apartment for any of these reasons. If the landlord is entering your apartment at an unreasonable time or for a reason that is not listed above, you may call our consumer

hotline for assistance, or you may also contact your local court to file for a temporary restraining order.

**10. My new landlord is trying to charge me a finder's fee for the apartment I have chosen to rent. Can he do this?**

**A:** In most situations a person cannot charge a finder's fee to prospective tenants when that person is also the landlord of the dwelling. Only a broker or salesperson licensed with the Massachusetts Board of Registration of Real Estate Brokers and Salespersons can lawfully collect a fee for bringing together a landlord and potential tenant. If the landlord is also registered with the Board then he or she would be allowed to charge such a fee, but only if the landlord / broker disclosed this information to you up front. Additionally, when a broker's fee is involved, the consumer must receive written notice of the fee, including the amount, the manner and time in which it is to be paid and whether or not the tenant will have to pay the fee if a tenancy is not created. The real estate broker or salesperson must provide this written notice at the first personal meeting between the broker and tenant and it must be signed by the broker and the prospective tenant, contain the broker's license number, and contain the date the broker gave the notice.

**11. Is my landlord allowed to deny me access to cable services?**

**A:** Under Massachusetts law, a landlord of a multi-unit building or mobile home park cannot prohibit a cable operator from installing cable television service if a resident or commercial tenant requests it. A cable operator may not, however, interfere with the safety, functioning, appearance or use of the property and must compensate the landlord for any damages.

**12. My landlord is trying to charge me for a "pet deposit." Can he do this?**

**A:** Not according to Massachusetts law. A landlord may only charge up-front for first and last months rent, a security deposit equal to the first month's rent, and a reasonable charge for a lock and key. There may also be a broker fee involved, if you have secured housing in that manner. If a landlord is trying to charge you for anything not on this list, please make him aware of the law and if the problem persists, contact our office.

**13. I attempted to rent an apartment recently, and had finally found one that would be good for my family, but it seems to me that once I told the landlord that I had a child, the conditions seemed to change and I definitely got the feeling that he no longer wanted me there. Is this discrimination?**

**A:** There are a number of possible signs that may lead you to believe a potential landlord may be discriminating against you because you have children. And discrimination is illegal in both the rental and sale of housing in Massachusetts.

Although detecting discrimination can often be a difficult task, some of the things you should look out for are an absolute refusal to rent or sell, a refusal to negotiate, or any other practice that discourages you from renting or buying. For example, the landlord might not return calls, delay or miss appointments, claim no housing is available when in fact it is, charge you a higher price, make it harder for you to apply for the housing, not provide you with all the information necessary to successfully apply for the housing, show you some available apartments or houses but not others to keep children separate from other apartments, use advertising that implies that children or families are not welcome, or even discouraging you by telling you bad things about the housing. If you have any other questions about discrimination in general, please contact our Civil Rights / Civil Liberties Division.

**14. I live in a manufactured housing community and the community owner is trying to regulate what I keep inside my own home. If I own the actual home, how can he do that?**

**A:** In most cases, he cannot. Under the Code of Massachusetts Regulations you have the right to control the interior of your home. It is generally not reasonable for a park owner to impose rules relating to interior decoration, interior equipment or maintenance, activities inside your home, or other aspects of your personal life. An owner may, however, regulate conduct that may have a negative effect on other community residents - like limiting the noise coming from your home during certain hours, regulating disposal of waste, and restricting fire hazards. If you have any other questions regarding rules and regulations of manufactured housing communities, please contact our Consumer Hotline.

**15. I just moved into my new apartment, and to my surprise the kitchen was missing both the refrigerator and the sink! This can't be right? What can I do?**

**A:** These are actually two separate issues. First of all, yes, the state Sanitary Code requires the landlord to provide a sink in the kitchen. Unless your lease provides otherwise, however, a landlord is only required by law to provide the space and proper facilities for installation of a refrigerator. Both of these areas must also be free from defects which would make them difficult to clean, or which may create an accident hazard. If you have any further questions, or would like to request our assistance, please contact Attorney General Tom Reilly's Consumer Hotline at **(617) 727-8400**.

**16. I live in a manufactured housing community, and now the owner of the park is trying to get rid of me without any reason. Do I have any rights here?**

**A:** Yes. A park owner must give a specific reason for eviction, and unlike regular landlord / tenant laws, this is true even if there is no lease. Some of the reasons that would allow a park owner to evict a tenant in this situation would be non-payment of rent, violation of an enforceable park rule, health or safety violations created by the

tenant, or discontinuance of the park. If you feel mediation may assist you in this situation, or if you have other questions, please contact our Consumer Hotline.

**17. With the recent snowstorm, the entrance to our apartment was covered with snow and my landlord never cleared the walkway. Shouldn't he have done this?**

**A:** That depends. The Code of Massachusetts Regulations requires landlords to maintain every exit to be free from obstruction. This applies only to apartment complexes which consist of more than one dwelling, and does not include driveways. However, Massachusetts law does allow for cities and towns to provide for additional ordinances and by-laws covering this area, so contact your local government to see if you have additional protections.

**18. Recently my landlord sold my building. There have been no specific problems, but I now want to move out. However, since the original time I had moved in, the rent has been increased, and now the new landlord is asking me to pay the difference between the last months rent I paid when I moved in, and what the rent is now. Can he do that?**

**A:** When a landlord sells his property to a new owner, all of your rights and responsibilities are to remain the same. Therefore, if you have a lease, the new landlord is required to live up to the terms of the agreement (keep in mind, however, if you are a tenant-at-will, this leaves you with fewer protections when this occurs). In your situation, a new or current landlord may ask you to pay the difference between what originally would have been your last month's rent, and the amount upon your departure. If you have any other landlord / tenant questions, or if you are interested in our mediation service for a dispute you may be having with your landlord, please contact our Consumer Hotline.

**19. There have been some problems with my apartment that my landlord has been delaying doing the repairs. I like living here and do not want to be evicted, but I am beginning to feel that withholding my rent may be the only way to convince him to do the repairs. Can I do this without begin evicted?**

**A:** Tenants in Massachusetts may withhold rent for certain violations of the Housing and State Sanitary Codes. This should always be a last resort after all attempts at speaking with the landlord have failed. Before you can withhold a portion of the rent payment, you must show that your dwelling unit or common areas contain violations which are serious enough to endanger or materially impair your health or safety and that your landlord knew about the violations. Also, you must not be the cause of the violations. Remember that a judge may order you to pay the withheld rent, so it is always a good idea to put the money aside in a safe place, like an escrow account. It is always advisable to speak to a private attorney before withholding a rent payment.

**20. The other night I experienced a chill and wanted to turn on the heat in my apartment, but it never kicked on. I know it isn't winter yet, but there has been some cold nights and I want my landlord to turn the heat on.**

**A:** This is a good question as winter is approaching. If your heat is included in your rent, your landlord may be violating the state sanitary code if the heat has not been turned on yet. The code states that from September 15 to June 15, every room in your apartment must be heated to a temperature of at least 68 degrees during the day, between 7 in the morning and 11 at night, and at least 64 degrees after 11pm. So if the temperature is falling below these levels, you should contact our office and your local Board of Health for assistance.

**21. I was one day late on my rent payment and my landlord is now requiring me to pay a late fee. When I questioned him about that, all he would say is "Check your lease." Well, it was written in there, but I still don't think I should have to pay for being one day late. Is that legal?**

**A:** No, your landlord cannot charge you a late fee for being one day late, even if it is in your lease. The landlord may charge a late fee if you are 30 or more days late, but not before. Actually, a landlord may not include any illegal terms in a rental agreement or ask you to give up any of your legal rights in exchange for renting you the apartment. Some of the other terms a landlord may not include in a rental lease include requiring the tenant to pay for ordinary wear and tear to the apartment, or repairs to parts of the building beyond the tenants' apartment, and prohibitions against reporting violations of the Sanitary Code. If you are having this, or any other tenancy difficulties, please contact our Consumer Hotline.

**22. My landlord recently informed me that my rent would be going up by an amount I cannot afford. I think he is just trying to get rid of me, and I heard that because I am a tenant-at-will there is nothing I can do?**

**A:** This is certainly one of the differences between a tenancy-at-will and a lease agreement for a specific time period. With a tenancy-at-will you and your landlord have more flexibility, but you also have fewer of the protections afforded by a lease. Even with a tenancy-at-will, though, the landlord must inform you of the rent increase either thirty days or one month, whichever is longer, before it takes effect, counting from the day your next rent payment is due. There is no rent control in the state of Massachusetts, but if you feel that your landlord may be attempting to discriminate against you impermissibly, please contact our Civil Rights / Liberties Division. Otherwise, with any other tenant concerns, you can call the Attorney General's Consumer Hotline.

**23. After reading an advertisement I met with a landlord who then told me he had no available apartments anymore. My friend called an hour later and the**

**landlord said he still had some apartments. I feel I was discriminated against, who can I call?**

**A:** Federal law prohibits housing discrimination based on your race, color, national origin, religion, sex, family status, or disability. If you have been trying to buy or rent a home or apartment and you believe your rights have been violated, you can file a fair housing complaint. The number for the Fair Housing at Dept. Of Housing and Urban Development, HUD, is **1-800-827-5005**.

**24. We rent a two family house and our landlord will not let us use the outside water hose. Can our kids not use it for the sprinkler?**

**A:** If the lease you entered with the landlord provides notice that you may not use the outside water, then you are likely bound by the terms of the lease. The state sanitary code provides that a landlord must supply potable water "sufficient in quantity and pressure to meet the ordinary needs of the occupant." (105 CMR 410.180). The landlord must also provide a toilet, wash basin and tub or shower, and a kitchen sink. There is no listed requirement concerning the use of outside water facilities. In these times of limited water resources and high prices, there are restrictions on outside use in any event. You may want to discuss this with your landlord for future use.

**25. My landlord still has not turned on the heat in my apartment. Is this legal?**

**A:** This is a good question as we approach the winter season. If your heat is included in your rent, your landlord may be violating the state sanitary code if the heat has not been turned on yet. The state sanitary code states that from September 15 to June 15, every room in your apartment must be heated to a temperature of at least 68 degrees during the day and at least 64 degrees after 11pm. So, Meg if your heat has not been turned on yet, and the temperature in your apartment is falling below these levels, you should contact your local board of health for assistance. For more information on your rights as a tenant, I suggest you contact our consumer hotline to obtain a free copy of our brochure, "The Attorney General's Guide to Tenants' Rights."

**26. Is my landlord allowed to deny me access to cable services?**

**A:** Under Massachusetts law, a landlord of a multi-unit building or mobile home park cannot prohibit a cable operator from installing cable television service if a resident or commercial tenant requests it. A cable operator may not interfere with the safety, functioning, appearance or use of the property and must compensate the landlord for any damages.

**27. If I go to a broker to help me find an apartment, do I pay for that service?**

**A:** If you hire a broker to help you find an apartment, you can be charged for that service. Always find out up front if the broker will charge you, since many times the

landlord of the apartment is paying a broker to help find a tenant. Also, make sure you get in writing a description of the broker's services and, if you are charged a fee, when the fee will be due. If the fee is to obtain an apartment, make sure you are only obligated to pay the fee if you, in fact, do rent an apartment (for example, having a lease for the apartment signed by you and the landlord).

**28. Three days ago I signed a lease that was advertised as \$500 dollars off my first month rent. Today, I saw a new advertisement that said "one months rent free." Can I get the new advertised price instead?**

**A:** If it is a new advertisement then no you will not be able to get the new deal unless you work something out with the owner. Three days ago, when you signed the lease you were under the old advertised agreement. In the state of Massachusetts a signed lease is a binding contract where there is no three day right to cancel. The best thing to do is to speak to your landlord and see if you can make a deal with him or her.

**29. My moving company called me and said I could pick up my belongings but asked that I pay more than half of the bill in cash that day. I don't have that kind of cash right now, can they keep my stuff?**

**A:** If the moving company gave you a non-binding estimate of the approximate cost of the move, the mover may not require you to pay more than 10% of the agreed upon price at the time of delivery. You then have 30 days to pay the remainder of the bill. However, if you asked the mover to provide more services than those that were included in the estimate, then the mover can demand the full payment for those added services at the time of delivery.

Immediately address any complaints to the moving company. If the complaint is unresolved, contact the appropriate agencies:

For moves within Massachusetts:

Transportation Division MA Dept. of Telecommunications and Energy  
1 South Station  
Boston, MA 02110  
1-800-392-6066

For out of state moves:

Federal Motor Carrier Administration  
U.S. Department of Transportation  
400 Seventh Street SW  
Washington, DC 20590  
(202) 366-2519

**30. Can a real estate company collect a realtor's fee if they are the landlord as well?**

**A:** Yes, as long as the landlord discloses that she is acting as a real estate broker, she can collect a realtor's fee from you. If there is no disclosure, then the landlord can't collect that fee. If you feel a real estate company is misrepresenting itself you can file a complaint with the Board of Registrations of Real Estates Brokers and Salespeople at (617) 727-2373.

*(Under 254 CMR 3.00, a real estate broker or salesperson shall provide to a prospective purchaser or seller of real estate a notice developed and approved by the board which clearly discloses the relationship of the broker or salesperson with the prospective purchaser or seller of the real estate.)*

**31. I just moved to Massachusetts from California. The moving company I hired damaged my furniture and has refused to deal with me. Who should I complain to?**

**A:** You may file a complaint with our office by calling the Consumer Complaint Hotline at **(617) 727-8400** , or you can also file a complaint with the office of the Attorney General in the state from which you moved. The Massachusetts Attorney General's Office does offer mediation services, where we contact the business on your behalf and try to reach a voluntary resolution of your dispute.

**32. My landlord never paid interest on my security deposit and last month's rent for the five years I lived here. I'm moving out this month, can I ask for the back interest?**

**A:** In general, you are entitled to the interest the landlord received on both your security deposit and your last month's rent. This interest is supposed to be paid annually, and you are entitled to all the interest owed from the past five years.

Your landlord should pay the back interest within 30 days of your termination date. If you have any difficulties receiving payment, call our Consumer Complaint Hotline at **(617) 727-8400** and they can assist you.

**33. I'll be renting a summer house in the cape in August. Am I entitled to interest on my security deposit?**

**A:** Probably not. Normally, landlords in Massachusetts are required to pay tenants the interest on their security deposits. However, this law does not apply to a vacation rental if the lease is for less than 90 days. So, if the lease for your summer home is for less than 90 days, the landlord will not have to pay interest on the deposit.

**34. My lease is up soon, and my landlord wants to raise the rent next year by \$100 per month. Isn't there a limit on rent increases?**

**A:** Unfortunately, you may be out of luck. If you are a tenant with a lease, the landlord can increase the rent when the lease term expires.

Generally there is no limit to the amount of the increase. A government controlled lease agreement for subsidized housing may, of course, have terms limiting such increases.

**35. Is my landlord responsible for shoveling the snow?**

**A:** Landlords are responsible for making sure all common exits of a building are cleared of snow. However, unless it states otherwise in your lease agreement, landlords are not responsible for shoveling a driveway or parking lot.

So, unless your landlord has voluntarily offered to clear the snow, you may want to invest in a shovel or snow blower before the snow arrives.

**36. I have a lot of problems with my apartment. After many requests to the landlord for repairs, I finally contacted the Board of Health last month to inspect the apartment. Now my landlord is threatening to evict me and has already sent me a notice terminating the tenancy. Can she do this?**

**A:** Probably not. Even if you are a tenant at will, a landlord cannot retaliate against you by terminating your tenancy or raising your rent within six months after you take an action to exercise your legal rights. If the landlord wants to make a change in your tenancy within that six month period, she must prove in court that the reason for the change is not connected with you exercising your legal rights.

**37. What can my landlord ask me to pay up front for my apartment?**

**A:**Your landlord may only ask you for the first month's rent, a security deposit to cover the cost of any damage you do to the apartment beyond normal wear and tear, the last month's rent, and the cost of a new lock and key for your apartment. For more information on your rights as a tenant check out "The Attorney General's Guide to Tenants' Rights."

**38. I am one month behind on my rent. Can my landlord put my belongings on the street and change the locks on my door?**

**A:** Non-payment of rent is a legitimate reason for the landlord to attempt to evict you from the premises. However, there are steps that the landlord must follow in the eviction process. First, she must send you a fourteen-day notice to quit. If this is your

first notice in a twelve month period, you must be given at least ten days to pay back rent.

Even if you ignore this fourteen-day notice, the landlord cannot throw your belongings on the street. In order to physically evict you, the landlord must go to court and obtain an order for eviction. You should receive a notice to appear at this court hearing. Once the landlord obtains an order, she may physically remove your belongings from the apartment and place them in storage. You may want to arrange for storage with a friend or relative to avoid having to pay additional costs.

**39. Can a landlord penalize me for a late rent payment?**

**A:** 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 five percent if the rent is paid by the first day of the month.

**40. I'm about to move into an apartment with existing damage, a hole in the wall and a broken window. Am I going to be held responsible for this damage at the end of my lease? Will I lose my security deposit?**

**A:** Before you move in your landlord should give you a signed statement of the condition of your apartment including a list of any existing damage. A landlord must provide this statement when they collect your security deposit. If the landlord does not give you this Statement of Condition, you should write your own and send a copy to your landlord. Landlords can keep part or all of your security deposit if there is damage beyond normal wear and tear. The Statement of Condition is extremely important in protecting you from damage caused by previous tenants.

**41. Is there a limit on how much my landlord can raise my rent?**

**A:** There is not a limit on how much a landlord can raise your rent. However, landlords must follow the proper procedure when notifying a tenant of a change. For a tenant with a lease, rent can be increased only when the lease term expires. Tenants at will may face a rent increase at any time, as long as notice is received at least one full rental period, but not less than 30 days, before it becomes effective. For more information on your rights as a tenant, contact the Consumer Complaint Hotline at **(617) 727-8400** or take a look at "The Attorney General's Guide to Tenants' Rights."

**42. If my landlord sells the apartment building I live in, will my written lease continue to be valid?**

**A:** Yes, if your landlord sells your apartment building, the new owner would be required to honor your written lease agreement. In most instances, your lease would

continue under your new landlord and your former landlord would be required to transfer any security deposit or last month's rent you gave them to the new owner. Your landlord would not be able to change any of the terms of your original lease agreement, including the amount of rent or your security deposit until your original lease expired.

**43. What is the average amount of security deposit my landlord can ask from me?**

**A:** There is not an average amount a landlord can collect from you. But the amount of the security deposit may not be more than the amount of one month's rent, which must be held in an interest-bearing Massachusetts bank account. The landlord must provide you with a copy of the security deposit bank slip, and pay you interest on your deposit yearly. A landlord can also collect a fee for locks and keys, and the first and last month's rent.

**44. Since I moved in September, my old landlord has yet to give me my security deposit back. How many days does he have to give back my money?**

**A:** Tenants sometimes do have trouble getting back their security deposit and getting paid interest on their deposit and last month's rent. Tenants should know:

- The landlord must return your security deposit or balance within 30 days after your tenancy has ended.
- If the premises are damaged, the landlord must provide you with a detailed list of damages and their necessary repairs within 30 days after the tenancy ends (the landlord or agent must swear to this list under the penalties of perjury). In addition, the landlord or agent must give you written evidence showing the actual or estimated cost of these repairs, such as estimates, bills, invoices, or receipts.
- The landlord must pay interest on both the security deposit and the last month's rent. You are entitled to either 5% interest or whatever lesser amount the landlord received from the bank where the deposit or rent has been held.