Legal Remedies for Tenants of Residential Housing

THE FOLLOWING IS A BRIEF SUMMARY OF SOME OF THE LEGAL REMEDIES TENANTS MAY USE IN ORDER TO GET HOUSING CODE VIOLATIONS CORRECTED.

1. Rent Withholding (General Laws Chapter 239 Section 8A)

If Code Violations Are Not Being Corrected you may be entitled to hold back your rent payments. You can do this without being evicted if:

A. You can prove that your dwelling unit or common areas contain code violations which are serious enough to endanger or materially impair your health or safety and that your landlord knew about the violations before you were behind in your rent.

B. You did not cause the violations and they can be repaired while you continue to live in the building.

C. You are prepared to pay any portion of the rent into court if a judge orders you to pay it. (For this it is best to put the rent money aside in a safe place:)

2. Repair and Deduct (General Laws Chapter 111 Section 127L).

The law sometimes allows you to use your rent money to make the repairs yourself. If your local code enforcement agency certifies that there are code violations which endanger or materially impair your health, safety or well-being and your landlord has received written notice of the violations, you may be able to use this remedy. If the owner fails to begin necessary repairs (or to enter into a written contract to have them made) within five days after notice or to complete repairs within 14 days after notice you can use up to four months' rent in any year to make the repairs.

3. Retaliatory Rent Increases or Evictions Prohibited (General Laws Chapter 186, Section 18 and Chapter 239 Section 2A).

The owner may not increase your rent or evict you in retaliation for making a complaint to your local code enforcement agency about code violations. If the owner raises your rent or tries to evict within six months after you have made the complaint he or she will have to show a good reason for the increase or eviction which is unrelated to your complaint. You may be able to sue the landlord for damages if he or she tries this.

4. Rent Receivership (General Laws Chapter 111 Sections 127C-H).

The occupants and/or the board of health may petition the District or Superior Court to allow rent to be paid into court rather than to the owner. The court may then appoint a "receiver" who may spend as much of the rent money as is needed to correct the violation. The receiver is not subject to a spending limitation of four months' rent.

5. Breach of Warranty of Habitability.

You may be entitled to sue your landlord to have all or some of your rent returned if your dwelling unit does not meet minimum standards of habitability.

6. Unfair and Deceptive Practices (General Laws Chapter 93A).

Renting an apartment with code violations is a violation of the consumer protection act and regulations for which you may sue an owner.

THE INFORMATION PRESENTED ABOVE IS ONLY A SUMMARY OF THE LAW, BEFORE YOU DECIDE TO WITHHOLD YOUR RENT OR TAKE ANY OTHER LEGAL ACTION, IT IS ADVISABLE THAT YOU CONSULT AN ATTORNEY. IF YOU CANNOT AFFORD TO CONSULT AN ATTORNEY, YOU SHOULD CONTACT THE NEAREST LEGAL SERVICES OFFICE WHICH IS:

_____

(NAME) (TELEPHONE NUMBER)

_____

(ADDRESS)