

The Tenant's Helper: A Handbook for Renters

City of Somerville, Fair Housing Commission

Office of Strategic Planning and Community Development



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This Handbook helps renters and building owners understand their housing rights and responsibilities. The 1st edition of the Handbook was published in 1991. Earlier editions and additional information on housing in Somerville is available through the City of Somerville's Fair Housing Commission and the Housing Department.

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1.0 FAIR HOUSING LAWS

This section of the handbook will introduce the tenant and landlord to the federal, state, and local fair housing laws. These laws ban discrimination in housing for certain groups of people – it is essential that both tenants and landlords understand the protections and limits of fair housing legislation. The following table summarizes the differences between the federal, state, and local fair housing laws and any exemptions to these laws. It also presents institutions and/or resources that may help tenants and landlords protect their rights and fulfill their responsibilities.

TABLES 1A-D. TYPES OF FAIR HOUSING PROTECTIONS, EXEMPTIONS, REMEDIES, AND RESOURCES

1A	Federal	State		Local
Protected Categories	Race Color Religious creed National origin Sex Handicap Family status (married, children)	Race Color Religious Creed National Origin Ancestry Sex/gender Age (21-65) Hearing Impaired	Veteran or member of armed forces Welfare recipient Children Blind Marital Status Sexual Orientation Mental or Physical Handicap Subsidized Rent	Race Color Creed Religion Sex Military Status Ancestry National Origin Handicap Children Marital Status Sexual Preference Source of Income Age

1B	Federal	State	Local
Exemptions	<p>A single-family house IF rented without a broker and without discriminatory advertising</p> <p>For familial status IF in federally owned elderly developments or elderly housing intended for residents 55 years or older</p> <p>For disabilities IF a person's tenancy would directly threaten the health, safety, and property of others</p>	<p>A unit in an owner-occupied two-family house IF rented without a broker and without discriminatory advertising</p> <p>A temporary rental of the landlord's home IF restricted to one year or less</p> <p>For age IF renting unit in a state- or federally-aided elderly development</p> <p>For age IF in an elderly housing community intended for residents 55 years or older</p>	<p>A religious organization or institution may restrict their housing on the basis of religion</p> <p>A single-sex housing facility may restrict housing on the basis of sex</p> <p>A housing facility designed and operated for handicapped persons may restrict housing on the basis of handicap</p> <p>A state- or federally-aided elderly housing development (at least 20 acres in size) may restrict housing on the basis of age (to residents 55 years or older)</p>

1C	Federal	State	Local
Remedies	<p><i>Injunctive Relief</i> – preventing the apartment from being rented to others</p> <p><i>Monetary Damages</i> – tenant receives money for pain, suffering, and humiliation</p> <p><i>Punitive Damages</i> – violators are charged up to \$10,000 for the 1st case, \$25,000 for 2nd, and \$50,000 for 3rd within 7 years</p>	<p><i>Monetary Damages</i> – may include expenses related to finding alternate housing, storage costs, moving costs, and emotional distress</p> <p><i>Fines or Penalties</i> – violators are charged up to \$10,000 for the first case, \$25,000 for the second case, and \$50,000 for the third case (timeframe not specified)</p>	<p>The Somerville Fair Housing Commission may take <i>appropriate remedial action</i> OR refer to the following authorities:</p> <ul style="list-style-type: none"> • MCAD and/or HUD • The Somerville Human Rights Commission • An attorney and/or mediator • The Mayor and Board of Aldermen

1D	Federal	State	Local
Agencies and/or Authorities	<p>Department of Housing and Urban Development (HUD) – Fair Housing and Equal Opportunity 10 Causeway Street, Boston, MA 02222 1-800-424-8590</p>	<p>Massachusetts Commission Against Discrimination (MCAD) One Ashburton Place, Suite 601, Boston, MA 02108 617-994-6000 TTY: 617-994-6196</p>	<p>Somerville Fair Housing Commission c/o Fair Housing Coordinator City Hall Annex, 50 Evergreen Avenue, Somerville, MA 02145 617-625-6600 ext. 2577</p>

1.1 UNLAWFUL HOUSING PRACTICES

If you believe that you are a victim of housing discrimination, please refer to the following list of common discriminatory practices. Contact the Somerville Fair Housing Commission (617-625-6600 ext. 2577) if someone has denied you housing in any of the following ways:

- Refused to rent, lease, or sell housing
- Set discriminatory terms, conditions, and/or privileges of housing
- Made an inquiry or record of whether you (the person seeking to rent, lease, or buy housing) is a member of any of the protected classes (**Table 1**)
- Falsely stated that housing is unavailable
- Discriminatory advertising – includes oral or written statements

Examples of questions that are in clear violation of the Human Rights Law and may be evidence of discrimination include:

- Do you have a disability?
- What is your religion?
- How old are you?
- Where were you born?
- Are you gay?
- Are you married?
- What is your race or ethnicity?

Examples of more subtle discriminatory comments or advertising:

“This apartment would be great for a young professional!”

“This apartment’s location is not ideal for families”

Examples of inappropriate inquiries:

“Will your husband or wife be renting this with you?”

“Are you expecting to have children?” or “How many children do you have?”

Additional examples of landlord inquiries or requirements that may be evidence of discrimination:

- Requiring medical documentation (unless you need accommodation for a disability)
- Requiring a marriage certificate
- Requiring a passport, birth certificate, or other documents (besides your state-issued photo ID or driver's license) that reveal your age, race, national origin, or citizenship status
 - If your landlord requires a photo ID with your application, this requirement must be enforced for ALL tenant applicants

A number of people may be guilty of unlawful housing practices – **landowners and landlords** may ask discriminatory questions or reject an applicant based on their family size, age, race, or other protected categories. **Advertising** directed toward high-income, younger, single folks is also discriminatory. **Realtors** may also discriminate in the apartments they show to potential renters – in your apartment search, be sure that your realtor and potential landlord are protecting your interests and respecting your right to fair housing.

1.2 FILING A FAIR HOUSING COMPLAINT

If you are a member of any of the protected classes (Table 1) and have been denied housing by owners, agents, brokers, and/or bankers, you should file a complaint. If you believe you are a victim of a fair housing violation, the first step you should take is to contact the City of Somerville's **Fair Housing Commission**:

- **Somerville Fair Housing Commission**
 - City Hall Annex, 50 Evergreen Avenue, Somerville, MA 02145
 - (617) 625-6600 ext. 2577

Additional guidance on filing a fair housing complaint is available through the following agencies:

- **Massachusetts Commission Against Discrimination (MCAD)**
 - One Ashburton Place, Suite 601, Boston, MA 02108
 - T: (617) 994-6000, TTY: 617-994-6196
 - Web: <http://www.mass.gov/mcad/>
- **Fair Housing and Equal Opportunity (FHEO) at the Department of Housing and Urban Development (HUD)**
 - 10 Causeway Street, Boston, MA 02222
 - T: (617) 994-8300 or (800) 827-5005
 - TTY: (617) 565-5453
 - **To file a complaint:**
 - T: (800) 699-9777 or TTY: (800) 927-9275 (TTY)
 - Web:
http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint
 - Email: fheo_webmanager@hud.gov

There are time limits on filing complaints, so contact the appropriate agency as soon as possible. Please refer to Table 1C to determine which agency can best help you file your complaint.

1.3 HOUSING RIGHTS FOR PERSONS WITH DISABILITIES

This section emphasizes the rights of persons with disabilities under federal and state housing laws. It also provides local contacts for additional information on disabilities protections and actions that disabled tenants can take to ensure their housing rights.

TABLE 2. PROTECTIONS FOR PERSONS WITH DISABILITIES

Protection	Additional Description	State Protection
Substantially limited in a major life activity	Limits walking, seeing, hearing, speaking, breathing, learning, working, etc.	Yes
Have had a disability in the past BUT are no longer impaired		Yes
Are treated as having an impairment	Protection applies even if there isn't a real impairment	Yes
Are currently using or addicted to illegal or controlled substances	Includes unlawful possession, use, or possession with intent to distribute	No
Possessed, carried, or illegally kept a weapon	May be in violation of state laws	No
May cause substantial physical damage to others' property	Vandalizing, stealing, or destroying property	No
Is a direct threat to the health and safety of others	Objective evidence required to establish "direct threat," potentially causing "serious physical harm"	No

REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES

Reasonable accommodation in rental housing means that it is possible for a person with a disability to obtain, access, and maintain their unit.

Examples include:

- Modifications to existing housing
 - Examples: grab bars in bathrooms, widening doorways, ramp installation
- Accommodations for service animals – these animals should NOT be considered pets in the lease agreement. Therefore,
 - Service or companion animals may be kept despite existing “no pets” policies
 - Landlords can NOT charge an additional “pet deposit” for service animals
- Accommodations for a live-in aid
- Modifications for hearing impairments
- Modifications for visual impairments
- Parking accommodations
 - Parking spot location near unit
 - Parking spot widening for wheelchair accessibility if needed

At the FEDERAL level: Landlord is NOT required to pay for housing modifications

At the STATE level: Landlord MUST pay for housing modifications (funding assistance may be available through the City of Somerville Housing Division or other state resources – contact at (617) 625-6600 ext. 2577)

See Appendix A for **contacts** related to disabilities protection

1.4 HOUSING RIGHTS FOR THE LGBT COMMUNITY

The City of Somerville’s 2013 “Know Your Rights” campaign, sponsored by the City’s Office of Commissions and partner organizations, focuses on fair housing for the LGBT community and other protected groups.

Other Somerville commissions related to the “Know Your Rights” and the LGBT community include the Human Rights Commission, the LGBT Liaison for the City of Somerville, the Multicultural Affairs Commission, the Somerville Commission for Women, the Commission for Persons with Disabilities, and others. A complete list of the City’s commissions and information on current campaigns and contacts is available through the Office of Somerville Commissions at <http://www.somervillema.gov/departments/health/somerville-commissions> and <http://somercommissions.blogspot.com/>

BACKGROUND

Lesbian, gay, bisexual, and transgender (LGBT) individuals, couples, or families looking to rent or own property face several forms of discrimination specific to their LGBT identity. While there are state, national, and international laws protecting LGBT tenants and landlords, it is important to identify common fair housing violations and strategies for addressing housing discrimination for LGBT people.

Massachusetts’ law bans housing discrimination based on sexual orientation, sexual identity, gender expression, and gender identity. In 2011-2012, the United States Department of Housing and Urban Development (HUD) also established national fair housing protections for LGBT community.

VIOLATIONS OF LGBT HOUSING RIGHTS

1. A landlord won’t rent to you
2. Your landlord tries to evict you or terminate your tenancy agreement
 - *If you paid your rent and haven’t broken a lease clause or committed an illegal act, your landlord can’t terminate your lease before the lease term ends.*
3. You are charged higher fees or monthly rents than heterosexual tenants
4. You are subjected to offensive comments and biases from your landlord

5. You are denied access to a homeless shelter

- *Unsafe conditions in shelters because of threats or assault*
- *Widespread homelessness the LGBT youth community – up to 40% of the homeless youth population is LGBT*

TAKING ACTION

If you believe you've been discriminated against based on your LGBT identity, follow these steps to protect your right to fair housing (find more information at MassLegalHelp.org):

1. Write down the facts: *document the date, time, contact information, and any other relevant details from a conversation where you felt discriminated against*
2. Organize a "testing" to investigate the discrimination: *send "testers" to the realtor or landlord who you believe is discriminating against you.*

After the initial discrimination incident, contact the Fair Housing Center of Greater Boston ((617) 339-0491) to arrange a testing as soon as possible

- *If two testers investigate your LGBT discrimination complaint, one tester will provide LGBT identity information similar to yours and the other will provide information on their heterosexual identity. All other personal information (income, race, etc.) will be consistent.*
3. File your complaint with:
 - **The Somerville Fair Housing Commission:** (617)-625-6600 ext. 2577
 - **Massachusetts Commission Against Discrimination (MCAD):** ((617) 994-6000)
 - **The Department of Housing and Urban Development (HUD):** *complaint forms are available online at <http://www.hud.gov/complaints/housediscrim.cfm>. You may also call the HUD Fair Housing Discrimination Complaint Hotline at (800) 669-9777 or (800) 927-9275 (TDD)*
 - **A court:** *in a state court, you must file a complaint within a year*
 4. You might win: compensatory damages, an injunction, attorney's fees, and/or punitive damages.

3.0 TENANCIES AND TENANT AGREEMENTS

Anyone occupying land or property rented from a landlord is considered a tenant, whether they are renting an apartment, room, or freestanding home.

A landlord is any property owner who rents their property to a tenant. This relationship is based on tenancies, or tenancy agreements, which establish a tenant's possession of the landlord's property or land (usually through a legal commitment to pay rent).

3.1 TYPES OF TENANCIES

The types of tenancies presented in this section are: under a lease, at will, and at sufferance. If you are unsure about which type of tenancy you have, either ask your landlord or contact the Fair Housing Commission at (617) 625-6600 ext. 2577.

UNDER LEASE

A lease must follow these guidelines:

1. In writing
2. Signed by the landlord
3. Has a defined time limit
4. Follows state and federal laws

A lease can be terminated if:

1. The lease term ends (the lease expires)
2. A lease provision is violated (i.e. non-payment or late payment of rent)
3. By mutual agreement

If a landlord is working to evict a tenant during the term of the lease, they must:

1. State the specific violations of the lease on a valid Notice of Termination and
2. Follow the court eviction process

If the lease expires, the landlord doesn't need a Notice of Termination – they just file a “summary process summons and complaint” with the courts

If the tenant does not pay the rent while under lease and the landlord wants to evict them, the landlord must provide a 14-day Notice of Termination. The tenants will have until the ANSWER DATE of the summary process action to:

1. Pay back rent plus interest and
2. Pay for the landlord's court costs in order to keep your tenancy

The **Answer Date** is listed in a box at the bottom of the summons and complaint. It is usually the Monday following the “Entry Date” listed at the top right-hand corner of the Notice of Termination

AT WILL

A tenant-at-will occupies an apartment without a lease signed by the landlord (M.G.L. c. 183, § 3) and pays rent periodically (usually monthly). The tenant may have a written tenancy agreement, but usually does not.

If either the landlord or the tenant decides to end the tenancy, they must send a **Notice of Termination** (also known as a Notice to Quit) to the other person. This Notice must be sent either **30 days** or **one rental period** before the tenancy ends, whichever is longer.

If you send a Notice of Termination:

1. Send it “certified mail return receipt requested” from your local post office
2. Keep a copy of the Notice for your own legal protection

If you have a signed lease but the lease term ends and you continue paying rent *without signing a new lease*, you are a tenant-at-will until you and your landlord sign a new agreement.

AT SUFFERANCE

A tenant-at-sufferance occupies an apartment after the lease term ends and the landlord has told the tenant to move out. The tenant used to have a legal right to be in the apartment, but now there is no agreement between the tenant and the landlord – this is the difference between tenancy-at-will and tenancy-at-sufferance.

The tenant-at-sufferance is 1) still responsible for paying rent and 2) can maintain an action against the landlord for violations of Somerville's health codes

SIGNING THE LEASE

This checklist includes the typical information you may need to submit or discuss before signing the lease on a new apartment. This list is not inclusive. Contact the Somerville Fair Housing Commission if you have questions about whether a landlord can ask for a specific item:

- An **application** to rent
- Rental history** – list addresses you have lived at and how long you lived at each place
- Credit history** – you can obtain a credit history at www.annualcreditreport.com. Often the landlord will request your permission to run a credit report for you.
- Personal references** – employers, coworkers, neighbors, roommates, or previous landlords may provide personal references.
- Income and employment information**
- Employer contact information** – provide email and phone contact for your current or most recent employer (notify your employer that they may be contacted)
- Your contact information** – include your phone number, email, and current address. Landlords rarely spend much time to track down potential tenants, so be sure that the landlord can reach you if he/she would like to get in touch.
- Lock change/purchase** fees
- Security Deposit** (if required) – NO CASH. Get a money order or write a check addressed to your landlord. Both you and your landlord should sign an agreement stating:
 - The deposit will be returned if your landlord does not accept your application
 - The deposit will be returned if you decide not to take the apartmentWrite “security deposit” in the memo line of the check/money order – some landlords require a month of rent with or in lieu of a security deposit

The state has strict laws and regulations on managing your security deposit:

- Your deposit **MUST** be put into a separate, interest-bearing account in a Massachusetts bank
- Your landlord must
 - Provide a signed receipt
 - Provide a written statement of your home’s condition within 10 days of receiving the deposit
 - Send a written statement of 1) the name and location of the bank where the money is held and 2) the number of the account the money is in
 - Pay you interest (rate of 5% or the bank’s actual rate, whichever is lower) at the end of each year of your tenancy

**** Keep the security deposit bank notice!**

Remember to ask your landlord the following questions:

- Are utilities included in the rent?** If **no**, ask for an estimated cost per month. If the landlord is **unsure**, ask which company provides utility services (NSTAR is an example). You can call the company directly about a utilities estimate for your neighborhood.
- Are any repairs needed or expected? Have any repairs been completed recently?** If the apartment is in disrepair or the landlord is planning to make needed repairs, obtain a written statement that details the repairs and the timeline for completion.
- When is the landlord expecting to choose a tenant?** This information will help you plan the next steps in your apartment search. Make sure you have a contact number for the landlord and ask when you can call back about his/her decision.
- Where does the landlord live?** If on-site, is the landlord available for emergencies? If the landlord lives elsewhere, have they hired a non-resident superintendent who will respond to emergencies and help maintain the building?
- Are sublets allowed?** Ask about the landlord's policy on subletting the apartment if you are unable to stay for the length of time you agreed on in the lease. Most lease agreements allow for subletting at the landlord's permission.

If the agreement 1) does not include a provision that prevents subletting or 2) contains a provision that *prevents* subletting, you may ask the landlord to include the following language in your lease agreement: "the premises shall not be sublet without the permission of the landlord, *which shall not be unreasonably denied.*"

During the lease-signing process, the landlord *cannot* require the following fees or information:

- Extra application fees**
- Additional key fees**
- Pet fees**
- Whether you are **single or married**
- Whether or not you have **children**
- Whether or not you have a **disability**

If you are homeless and/or do not have voicemail set up, you may be able to obtain voicemail from LIFT-Boston, Project Connect (617-248-6585) and Bread and Jams (617-441-3831). See Appendix A for more detailed contact information

LIFT-Boston (Somerville Office)

c/o The Family Center

366 Somerville Ave

Somerville MA 02143

T: (617) 591-9400

Fax: (617) 591-9411

Email: somerville@liftcommunities.org

MOVING IN

This checklist includes the information you may need and steps you should take before moving into your apartment. This list is not inclusive. Contact the Somerville Fair Housing Commission if you have questions about this process, http://www.mbhp.org/move-in_checklist.pdf has a more detailed move-in/move-out checklist template available.

- All records of your communication with your landlord – keep letters and/or emails, receipts, signed agreements, and other documents safe
- Get a written statement of the home's condition (due from your landlord within 10 days of receiving the security deposit)
- If you find any serious damages, call the **Somerville Building/Health Inspectional Services Department** (617-625-6600 ex. 5600) for a housing code inspection (they will notify your landlord about needed repairs). See <http://www.sec.state.ma.us/cis/cissfsn/sfsnidx.htm> for Massachusetts' State Sanitary Code, or Housing Code, which includes additional information.
- Inventory valuable items – whether or not you are purchasing renter's insurance (see Section 4.2), write and/or photograph records of your property

*In case of fire, theft, or natural disaster, find a secure place separate from your rental unit to keep these communication and/or property records

HOUSING CODES

This checklist includes state sanitary code violations. If you notice any of the following violations in your home, the health of you and your family may be at risk.

- No heat
- Improper venting of space heater or water heater
- No electricity or gas
- No or inadequate electrical facilities and/or lighting in common areas
- No safe water supply
- No working toilet or sewage disposal system
- Inadequate or obstructed exits, passageways, or common areas you need to exit through in case of emergencies
- No or inadequate locks for entry doors

- No or inadequate garbage disposal facilities (any accumulation of garbage or filth that may attract rodents insects, or other pests; or may contribute to accidents or disease)
- Lead paint accessible to a child under the age of 6
- Any defects in the roof, foundation, or other structures
- Improperly installed or improperly maintained electrical, plumbing, heating, or gas-burning facilities
- No or insufficient hot or cold water: **Must be addressed *within 24 hours***
- No working smoke detector
- Defective asbestos material – must not release dust
- Check with inspector about any other conditions that may endanger health and safety

If you check any item on this list, 1) notify your landlord and 2) contact the **Somerville Building/Health Inspectional Services Department** (617-625-6600 ex. 5600)

If violations aren't resolved, you may be able to legally withhold all or part of your rent. Landlords can't retaliate against you – by raising your rent or asking you to leave – because of for legally withholding your rent. See the “Apartment Conditions” section more information on the amount of time your landlord has to make repairs before you can legally withhold all or part of your rent.

BEFORE YOU MOVE OUT

This checklist describes the steps you should take before moving out of your apartment:

- Has the landlord inspected the rental unit to ensure there are no damages?
- Have you made minor repairs or gotten an estimate for repair costs?
 - Any damages you're responsible for should be addressed before you move out – otherwise, your landlord may contract more expensive repair services
- Have you cleaned the apartment? “Clean” condition generally means:
 - Empty and clean the refrigerator, then leave it off and open (unless you own the refrigerator and are moving it with you)
 - Clean the kitchen and bathroom
 - Thoroughly vacuum and/or sweep the entire apartment
 - Take all of your trash out
 - Get a written agreement from incoming tenants if you are leaving anything behind for them
- Have you taken pictures of the clean apartment? Print and date photos of the apartment's condition immediately before you move out

- Have you turned off all of the lights, heat/air conditioning, and water faucets?
- Have you locked the unit?
- Have you returned the keys to your landlord?
- Have you received your security deposit?
 - If the landlord keeps your security deposit, they must send you a list of damages and estimated costs for repair within 30 days of the end of your tenancy
 - If you don't receive the list of damages or your security deposit, you may take your landlord to Small Claims Court for 3X your security deposit and court fees

The Attorney General's office has information about going to **Small Claims Court**.

Contact them at:

Commonwealth of Massachusetts

Office of Consumer Affairs

T: (617) 727-7780 or (888) 283-3757

Web: <http://www.state.ma.us/consumer/Pubs/>

4. TENANT RIGHTS

This section of the handbook focuses on supporting the rights of the tenant. It guides prospective tenants through communicating with landlords about rent payment, utilities, and maintenance, finding roommates and/or co-tenants, and moving out.

If you need assistance finding an apartment, please see Appendix E for detailed information.

4.1 APARTMENT CONDITIONS AND MAINTENANCE

Tenants' rights to heat, water, light, kitchen facilities, and sanitary conditions are detailed in the following section. Use the following Apartment Conditions Checklist as a guide for assessing your rights to repairs, utilities, and safety standards.

APARTMENT CONDITION

Any unsafe conditions in your unit should be reported to 1) **your landlord**, 2) the **Somerville Building/Health Inspectional Services Department** (617-625-6600 ex.

5600) and/or 3) the **Somerville Housing Authority** (617 625-1152) (if the property is overseen by SHA). **All communications with your landlord should be put in writing, and sent either by email with read receipt or by certified mail.**

* These lists describe conditions that **violate the housing code** and need attention within a specific amount of time after you **notify your landlord** of the problem.

The following conditions **must be fixed within 5 days**:

- Kitchen: sink, oven, or stove not of sufficient size or in good working condition
- Bathroom: sink, tub, or shower not in good working condition
- Handrails or protective railings are not present or unsafe on porches, roofs, stairways, or other places they are needed
- Defects in electrical, plumbing, or heating systems (that don't create an immediate hazard)
- Cockroach, insect, or rodent infestation
- Improper venting of space heater or water heater

The following conditions **must be met within 30 days** of a reported violation:

KITCHEN

- Sink: large enough to wash dishes, get hot and cold water, drain properly
- Oven and Stove: good working condition (unless rental agreement requires tenant to provide these appliances)
- One working light fixture
- Two wall outlets
- Good working condition of sinks, gas and/oil burning equipment, and all owner-installed refrigerators and stoves
- Floors: smooth, non-corrosive, waterproof
- Space and facilities for refrigerator

BATHROOM

- One toilet in good working condition
- One wash basin or sink in good working condition
- One shower or bathtub in good working condition
- Closeable door
- One electric light fixture in good working condition
- Adequate ventilation

- Floors and walls (to the height of 4 feet) must be nonabsorbent and easily cleaned

WATER

- Sufficient quantity and pressure
- Enough hot water (between 110 and 120 degrees) to meet ordinary use
- Water heater must be vented to an outdoor chimney or duct
- Toilet, wash basin, sink, shower and/or bathtub must be properly connected to the drain line

HEAT

From September 16 – June 14, the landlord must provide heating facilities for every room (including bathrooms)

- 68 degrees F between 7 am and 11 pm
- 64 degrees F between 11 pm and 7 am
- Heating equipment is in good working order
- Non-electrical space heaters must be connected to an outdoor chimney or vent
- The landlord must pay for heat or list the tenant's responsibility for paying for heat in the rental agreement
- The temperature must not exceed 78 degrees during the heating season

It is against the law for the landlord to retaliate by raising the rent or evicting you for reporting a code violation for at least six months after you inform the authorities (e.g. Board of Health). If the landlord tries to evict you within six months after you informed the authorities, the landlord is presumed to be evicting you for a retaliatory reason. If you believe you are being retaliated against, contact the Somerville Fair Housing Commission at 617-625-6600 x2577.

THE KITCHEN

The landlord must provide a suitable, sanitary space for storing, preparing, and serving food. Key features of a suitable kitchen include:

- A sink (of sufficient size for washing dishes, appliances, and cooking utensils)
- A stove and oven (in good repair)
 - A landlord does NOT have to provide a stove if an exception is written into the lease agreement
- Space (and proper facilities) for the installation of a refrigerator

- A landlord does NOT have to provide a refrigerator, although any fridge provided must be kept in good repair.

HEAT AND HOT WATER

The landlord must provide working facilities for heat and hot water in every room of the unit you are living in (especially rooms with a toilet, shower, or bathtub).

The following temperature regulations apply throughout the heating season (**September 15th – June 15th**).

Period	Heat Regulations (°F)	Hot Water Regulations (°F)
7:00 am – 11:00 pm	68 (minimum)	110 (minimum)
11:01 pm – 6:59 am	64 (minimum)	110 (minimum)
Maximum Temperature	78	N/A

Note that tenants may have to supply fuel for heat and hot water (written into tenancy agreements).

LIGHTING AND ELECTRICAL FACILITIES

The landlord must provide the following facilities for each habitable room:

- Glass for windows
- Windows must be a minimum of 8% of the entire floor area of the room. If a room has a floor area of 100 square feet, the window area in that room must total at least 8 square feet
- An electrical outlet
- Either two separate wall-type convenience outlets or one outlet and one electric light fixture. The outlets should be practical and accessible
- A light fixture

EXTERMINATION OF INSECTS, RODENTS, AND SKUNKS

If a building has one apartment:

- The tenant is responsible for keeping the unit free of insects, rodents, skunks, cockroaches, and other infestations. The tenant is also responsible for exterminating all infestations.

- The landlord is responsible for maintaining screens, fences, and/or other structural elements that prevent pests from entering the building or apartment

If the building has two or more apartments (i.e. triple-decker, apartment building, rooming house):

- The landlord is responsible for maintaining structural barriers to infestations AND exterminating any infestations

STRUCTURAL ELEMENTS

Landlords are responsible for maintaining the following structural elements:

- Foundation
- Floors
- Walls
- Doors
- Windows
- Ceilings
- Roof
- Staircases
- Porches
- Chimneys
- All other structural elements that may impact the health and well-being of the tenants

All apartments must be weatherproof, rodent-proof, watertight, free from chronic dampness and infestation, and otherwise fit to live in.

While the tenant should care for their apartment, the landlord is responsible for repairing holes, cracks, loose plaster, and other defects that may make an area 1) difficult to clean, 2) constitutes an accident hazard, or 3) may harbor pests

GARBAGE AND TRASH STORAGE AND DISPOSAL

The landlord and/or owner of 1) any building with three or more units, 2) a rooming house or the owner-occupant of any residential building is responsible for providing enough garbage cans and recycling bins as needed to:

- Contain all garbage and rubbish that accumulates between the weekly municipal collections

- Prevent odors from accumulating in any apartment

The City of Somerville requires all residents to store their trash inside **covered barrels** – tenants must observe this requirement or they may be **fined \$50-\$300** per trash violation. Barrels may be placed on the curbside no earlier than 4:00 P.M. the day prior to your scheduled pick-up, and no later than 7:00 A.M. on pick-up day. Covers may be removed once barrels are placed on the sidewalk for collection to avoid damage or loss. Empty barrels must be removed from sidewalk by 7:00 P.M. on trash collection day.

Trash collection may be delayed by one day on City holidays. Somerville residents can access the trash collection schedules and regulations at <http://www.somervillema.gov>.

SAFE CONDITIONS

The landlord and/or owner is responsible for keeping their building in safe, operable condition. In immediate weather conditions – residents are responsible for managing conditions IF the landlord does not live in the building. Otherwise, the landlord is responsible. The landlord is responsible for repairing any damages due to weather.

In the case of snow removal and snow emergencies, tenants:

- Should keep exterior hallways, fire escapes, balconies, etc. free from snow and ice.
- Must shovel, salt, or sand their sidewalks when it snows

All residents have six hours between sunrise and sunset after the snow stops to shovel sidewalks. Shoveling snow into the streets is NOT allowed.

In the City of Somerville, not complying with these provisions could result in a \$25.00 fine for the 1st offense, \$50 for the 2nd and \$100 for each subsequent offense. Additional information related to parking and snow removal is accessible at <http://www.somervillema.gov>.

LEAD PAINT

Interior lead paint is the leading cause of childhood lead poisoning. The National Center for Disease Control & Prevention and the Department of Housing and Urban Development (HUD) have prioritized lead paint removal. At the state level, the Massachusetts Department of Public Health's Childhood Lead Poisoning Prevention Program and the MassHousing "Get the Lead Out!" program for the low-cost financing of lead paint removal are focused efforts to remediate the dangers of lead paint.

Contact Somerville's Fair Housing Commission for information about the City of Somerville's Lead Abatement program. Additional information on statewide lead abatement programs is available from MassResources at <http://www.massresources.org/lead-paint-removal.html>

Landlords may not discriminate against households with children due to the presence of lead paint. Landlords must abate if a child under the age of 6 lives in the unit. Remember – it's illegal to discriminate against families because of lead paint remediation

4.2 FINANCIAL INFORMATION

This section includes basic information for tenants navigating rent payments, utilities, security deposits, and other common rental expenses. Your lease agreement will have more detailed information on the tenant's and the landlord's financial responsibilities.

If landlords are unresponsive to tenant needs and complaints, tenants may be within their rights to **withhold rent**. Wise management of maintenance, repair, and utility expenses is important for good landlord-tenant relationships – make sure any questions you may have about financial responsibilities are answered by your lease agreement

TYPES OF EXPENSES

The most common rental expenses include:

- 1. Monthly payments**

2. Repairs

3. Utilities

4. May or may not be included in the rent

5. Management fees

- May or may not be required by your apartment building's management company

6. Renters Insurance

- Your landlord's insurance policies probably don't protect your personal belongings. In case of theft or damages, renters insurance will protect your property (more information at the end of Section 4)

7. Legal fees

- If you file a claim against your landlord, you may or may not be reimbursed for your legal fees (this depends on the outcome of your claim).

8. Realtor commission

- You may have to pay commission if you hire a realtor to help you find a unit.

9. Maintenance/Repair

- You should only pay these fees if you caused real damage to your unit (not just wear and tear). If you are asked to pay these fees, check with the Somerville Housing Authority (SHA) before you write a check.

10. Municipal fines

- If you violate Somerville's parking, snow removal, or garbage disposal regulations, you (not your landlord) may be responsible for paying the necessary fines. Contact the City of Somerville at 311 (if you are in Somerville) or (617) 666-3311 (if you are outside the City)

11. Advertising

- If you would like to sublet, sub-lease, or find a roommate, you may decide to pay for advertising (although there are several free options, such as posting fliers or posting on Craig's List (boston.craigslist.org)).

12. Cleaning fees

- If you need any professional cleaning services while you are living in the apartment, you will have to pay cleaning fees UNLESS cleaning is related to more significant structural damage
 - For example, if there's water damage on the carpet due to leaky pipes, the landlord will have to pay to clean the carpet (and repair the pipes).

PAYING RENT

Tenants must pay rent when it is due (according to a signed agreement with your landlord). If you think you may have to make a late payment, notify your landlord BEFORE rent is due – don't wait for your landlord to contact you!

- Even if rent is only one day late, your landlord may decide to evict you – **late payment is a violation of your rental agreement**, so the landlord can evict you and find a new tenant if you're not responsible for paying on time
- If rent is late by 30 days or more, the landlord can charge **interest** and/or **penalties**

RENT INCREASES

For a tenant with a lease:

- The rent can only be increased when the lease term expires (usually every year)
- If tenants pay the increased rent, they are accepting the increase and can't cite the rent increase as a reason for breaking their lease agreement

A **tax escalator clause**: part of the lease agreement, stating that your landlord can raise your rent to cover any increase in property taxes.

Ask your landlord for documentation of proposed property tax increases and the proportional rent increases.

If you are in subsidized housing, check any rent increases and/or property tax documents with the SHA

For a tenant-at-will:

- As long as the landlord gives you legal written notice, either 30 days or 1 rental period before an increase, rent can be raised **any time**.
- The written notice will end the existing tenancy and may offer you a new tenancy at an increased rent.

If your apartment is publically subsidized:

- The landlord generally cannot increase rent without prior approval from the Somerville Housing Authority (SHA)
- Ask to see documented approval of rent increases.

You do not need to accept rent increases if you cannot pay. If you decide not to pay the higher rent and the landlord decides to evict you, the landlord can't win any money damages from your failure to pay the higher rent.

If you would like to stay in your unit but cannot pay the increased rent, try and **negotiate** with your landlord (see Appendix A for resources on **mediation** that may help you negotiate). If you still can't agree, your landlord can give you a termination notice and evict you from the unit.

Landlords cannot demand retroactive rent increases. However, if tenants pay the increased rent, they are accepting the increase (and cannot cite the rent increase as a reason for breaking a lease agreement).

PAYING UTILITIES

Tenants have control over whether or not to pay for some utilities, but must pay for others. For example, tenants choose whether or not to pay for internet and cable but they must pay heating costs in the winter (unless the lease states that it is included in the monthly rent).

If your landlord asks you to pay for gas and electricity, utilities **MUST** be metered separately for each unit in the building. Otherwise, these basic utilities should be included in the monthly rent.

A landlord may also ask you to pay for oil. If you have to pay for the oil used to heat your apartment, oil must be provided by a tank that only connects to your unit.

WATER

Tenants should only be required to pay for water if their unit meets the **Massachusetts Water Submetering Standards** AND tenancy began on or after **March 16th, 2005**

MA Water Submetering Standards: If your landlord charges for water, they must

- Install water submeter for your apartment
- Install low flow fixtures
- Sign a rental agreement that states who is responsible for water charges
- File a certification of compliance with the Somerville Board of Health

HEAT

Tenants should only pay for heat if their unit is metered separately. Landlords should also pay for heat in common areas and pay for maintenance of system

SHUT-OFFS

If the tenant is paying utilities directly to the utility company, they must pay any fees related to non-payment or late payment of utilities.

Scheduled Shut-Offs:

If the landlord schedules any shut-offs, they must notify the tenant prior to the shut-off and get the tenant's consent. If the landlord doesn't notify/get consent they may have to

- Pay a fine of \$300 or less or
- Go to prison for 6 months or less

Non-Payment Shut-Offs:

If the landlord is responsible for utility payments but has not paid, the tenant can pay for utilities and any overdue payment fees then deduct their payment from the rent due.

If utilities are shut off for any reason other than an emergency or scheduled repair, the landlord could be liable to the tenant for **actual or consequential damages** or **three months rent** (whichever is greater), plus the **cost of action** and reasonable **attorney fees**.

The landlord is responsible for notifying the tenant at least 30 days before a scheduled shut-off due to non-payment.

Contact the State Department of Telecommunications and Energy at (617) 727-3531 or (800) 392-6066 or visit the Department of Public Utilities (online at <http://www.state.ma.us/dpu/formcons.htm>) if you have any utility questions.

RENTERS INSURANCE

Tenants who purchase renters insurance will receive a payment from their insurance company to cover the cost of property lost or destroyed through accidental damage, burglary, or another covered event.

There are several different types of renter's insurance policies, which assign different values to your property.

Types of Coverage:

- Actual Cash Value (ACV) – this coverage will pay you the value of your property at the time you make an insurance claim
- Replacement Cost Coverage – this coverage will pay you the value of how much it would cost you to buy your property back new. This method is especially important where computers are concerned, because actual value of a used computer is far less than the cost of buying a new one.

Home Inventory Log:

- Write down a detailed list of your belongings. This log should include an item description, price paid, and date purchased.
- Do NOT keep this list at your home.
- Update this list as you purchase more or sell your insured property

Other Notes:

- Some of your belongings may not be protected
- Some types of property loss may not be protected
- There are caps on payouts for stolen items. You can buy an extension to your policy (a “rider”) to cover especially valuable items, but this process is more personalized and should be addressed through your insurance provider

5 HOUSING PROGRAMS

Before either tenants or landlords begin to navigate the rental housing market, it is important to present **funding options**. If you are looking for more information on types of housing structures and living arrangements, please see Appendix C.

5.1 SUBSIDIZED HOUSING

Also known as **Government Subsidized Housing**, this is the general term used to refer to any housing that is paid for in part by the local, state, or federal government. Contact the City of Somerville Housing Division at (617) 625-6600 x2577 for more information.

INCOME-BASED RENTALS

Rent is subsidized based on a percentage of the tenant's income – the lower the income, the lower the rent. Includes Section 8 Vouchers (Housing Choice Vouchers, or HCV) and Project – Based Voucher programs

FIXED BELOW-MARKET RATE HOUSING

Housing units where rent is affordable – this means it is lower than market rate (what people would normally pay for renting the unit). In Somerville, one affordable unit is built for every 8 market-rate units in new construction.

PUBLIC HOUSING

Housing is owned by a local public housing agency, and tenants qualify based on household income – must earn less than or equal to 80% of the median household income for the area.

TAX CREDIT PROPERTIES

Buildings where the landlord offers a certain number of units at below market rents because he/she received a tax break to develop the property.

APPENDIX A: CONTACTS AND RESOURCES

FAIR HOUSING INFORMATION

FAIR HOUSING COMMISSION – CITY OF SOMERVILLE

City Hall Annex

50 Evergreen Avenue

Somerville MA 02145

(617) 625-6600 ext. 2564

Web: <http://www.somervillema.gov/departments/fair-housing-commission>

THE ATTORNEY GENERAL'S OFFICE

Contacts for legal information

Commonwealth of Massachusetts

Office of Consumer Affairs

T: (617) 727-7780 or (888) 283-3757

Web: <http://www.state.ma.us/consumer/Pubs/>

DWELLINGS.COM – TENANT'S COMMANDMENTS

From the Executive Office of Consumer Affairs

One Ashburton Place, Room 1411

Boston, MA 02108

(617) 727-7780

Web: <http://www.dwellings.com/dw/pages/handbook.html>

CITY OF SOMERVILLE

- Information related to Residents, Departments, Businesses, Government, Traffic and Parking.
- Contact information for specific City departments and programs.

Web: <http://www.somervillema.gov>

Mailing Address: City Hall, 93 Highland Avenue, Somerville, MA 02143

Phone: (617) 625-6600

MASSACHUSETTS GENERAL LAWS – REPRESENTITIVES AND RESOURCES

Web: <http://www.malegislature.gov>

- Find contact information for your representatives here
- Somerville legislators:
 - Patricia D. Jehlen (email: patricia.jehlen@masenate.gov, t: (617) 722-1578)
 - Denise Provost (email: denise.provost@mahouse.gov, t: (617) 722-2263)
 - Carl M. Sciortino, Jr (email: carl.sciortino@mahouse.gov, t: (617) 722-2013)
 - Timothy J. Toomey, Jr (timothy.toomey@mahouse.gov, t: (617) 722-2380)
 - Michael E. Capuano (website: <http://www.house.gov/capuano/>)

Chapter 23B: Department of Housing and Community Development

Chapter 111: Section 127 L, Repairs and Reimbursements for Tenants

Chapter 121B: Sections 32 (Housing and Urban Renewal), 34 (State and Federal Financial Assistance), 39 (Priority Housing), 44 (Rentals and Tenant Selection)

Chapter 151B: Unlawful Discrimination

Additional information the Massachusetts General Laws at

<http://www.malegislature.gov/Laws/GeneralLaws>

LEGAL HELP

MassLegalHelp: <http://www.masslegalhelp.org/>

Massachusetts Law Reform Institute: <http://www.mlri.org/>

Greater Boston Legal Services: <http://www.gbls.org>

DISABILITIES PROTECTION

ADA COORDINATOR – CITY OF SOMERVILLE

City Hall

93 Highland Avenue

Somerville MA 02143

(617) 625-6600 ext. 3310

(617) 666-0001 (Telecommunications Device for the Deaf – TDD)

(617) 625-2519 (FAX)

DISABILITY LAW CENTER

11 Beacon Street, Suite 925

Boston MA 02108

(617) 6723-8455 (voice)

(617) 227-9464 (TDD)

(617) 872-9992 (voice)

(617) 381-0577 (TDD)

Web: www.dlc-ma.org/

Executive Director: Christine M. Griffin

FAIR HOUSING RIGHTS FOR INDIVIDUALS WITH DISABILITIES

Document published 2003, accessible online and in print (Disability Rights Project, Public Protection Bureau/Civil Rights Division)

From the Office of the Attorney General (www.ago.state.ma.us)

One Ashburton Place

Boston, MA 02108

(617) 727-2200 ext. 2901

(617) 727-4765 (TTY)

Web: <http://www.dlc-ma.org/resources/housing>

STATE RESOURCES

Locate or list accessible rental housing here. Housing Registry information is available from several agencies, including:

1. **Citizens Housing & Planning Association (CHAPA)**
(617) 742-0820 voice/TDD
2. **MassAccess Housing Registry**
Web: <http://www.massaccesshousingregistry.org>
3. **Boston Center for Independent Living**
(617) 338-6665 voice
(617) 338-6662 TTY
4. **Mass. Rehabilitation Commission**
Web: <http://www.state.ma.us/mrc/il/access.htm>

MASSACHUSETTS OFFICE ON DISABILITY

One Ashburton Place, Room 1305

Boston, MA 02108

(617) 727-7440 voice

(800) 322-2020 toll-free voice/TDD

Web: <http://www.mass.gov/mod>

MASSACHUSETTS DISABLED PERSONS PROTECTION COMMISSION (DPPC)

300 Granite Street, Suite 404

Braintree, MA 02184

(617) 727-6465

(888) 822-3050 toll-free voice/TTY

(617) 727-6469 (FAX)

Web: <http://www.mass.gov/dppc>

HOUSING SEARCH + RENTAL ASSISTANCE

SOMERVILLE HOUSING AUTHORITY

30 Memorial Road

Somerville, MA 02145

(617) 625-1152

Web: <http://www.sha-web.org>

SOMERVILLE COMMUNITY CORPORATION (SCC)

337 Somerville Avenue

Somerville, MA 02143

(617) 776-5931

Web: <http://www.somervillecdc.org>

Executive Director: Danny LeBlanc

COMMUNITY ACTION AGENCY OF SOMERVILLE (CAAS)

66-70 Union Square

Somerville, MA 02143

(617) 623-7370

Web: <http://www.caassomerville.org>

Interim Executive Director: Lynne Molnar

SOMERVILLE HOMELESS COALITION

1 Davis Square

Somerville, MA 02144

(617) 623-6111

Web: <http://www.somervillehomelesscoalition.org>

Contact: Mark Alston-Follansbee

MEDIATION PROGRAM

Tenant-Landlord Mediation

Somerville High School

81 Highland Avenue

Somerville, MA 02143

(617) 625-6600 ext. 6146

Executive Director: Alice Comack

FAIR HOUSING CENTER OF GREATER BOSTON

262 Washington Street, 10th Floor

Boston, MA 02108

(617) 399-0491

(617) 399-0492 (FAX)

Web: <http://www.bostonfairhousing.org>

BOSTON COMMUNITY CAPITAL (BCC)

56 Warren Street

Boston, MA 02119

(617) 427-8600

Web: <http://www.bostoncommunitycapital.org>

THE METROPOLITAN BOSTON HOUSING PARTNERSHIP (MBHP)

125 Lincoln Street, 5th Floor

Boston, MA 02111

(617) 859-0400

Web: <http://www.mbhp.org>

PRESERVATION OF AFFORDABLE HOUSING (POAH)

40 Court Street, Suite 700

Boston, MA 02108

(617) 261-9898

Web: <http://www.poah.org>

HOUSING PARTNERSHIP NETWORK

Web: <http://www.housingpartnership.net>

National network for affordable housing development and preservation – business collaboration of major housing and community development nonprofits, including the **Metropolitan Boston Housing Partnership (MBHP)** and **Boston Community Capital (BCC)**

APPENDIX B: DEFINITIONS

KEY TERMS

This section is a work in progress. If you come across confusing terms related to your housing, please contact the Fair Housing Commission for an explanation and an opportunity to add to this list.

Acquisition Cost: the amount spent to buy a property for a housing or clearance project

Clearance Project: the demolition and removal of buildings from substandard/blighted areas by an operating agency

Community Development Project: work on a property which is publically owned or managed, intended to improve the health, safety, and well-being of residents

Community Renewal Program: planning project or other work related to 1) identifying need for improvement, 2) measuring the amount of work needed for community improvement, 3) determine resources needed, 4) identify key project areas, and 5) schedule and program renewal projects and activities in the community.

Development Cost: the cost of construction and acquisition of a housing project (includes costs of planning, engineering, surveying)

Housing authority: a public body created to enforce housing legislation

Housing project: projects for housing that housing authorities are authorized to plan, develop, complete, and manage

LHA: local housing authority

Low Income: persons and families whose net annual income is less than the income considered necessary to enable them to obtain and maintain decent, safe, and sanitary housing

Low Rent Housing: decent, safe, sanitary dwelling within the financial reach of families or elderly persons of low income. Developed and administered to promote serviceability, efficiency, economy, and stability

Operating Agency: a housing authority or redevelopment authority

Relocation payments: payments that may/may not be required by federal legislation. Paid by an operating agency as reimbursement or compensation for moving expenses, direct loss of property, or other damages due to displacement because of acquisition of property by an operating agency.

APPENDIX C: HOUSING TYPES AND HOUSING OWNERSHIP

SINGLE FAMILY RENTAL PROPERTIES

Definition: one household renting a freestanding single unit property

- Provides the most space and privacy
- Freestanding units are usually less affordable than smaller units within bigger buildings



Single-Family House. Photo credit: Terrie Hayden of RE/MAX Realty

SMALL MULTIPLE UNIT RENTAL PROPERTIES

Definition: side-by-side or up-and-down units in a common building

- Duplexes (also known as doubles, side-by-sides, or two-families)
- Three- and four-unit building may also be included in this definition
- Owners often live in one of the units
- Small multiple unit rentals are usually less affordable than smaller units within bigger apartment buildings



Small Multiple-Unit Residential Building. Photo credit: Diane Poulos-Harpell, www.NeighborCity.com

APARTMENT RENTAL PROPERTIES

Definition: multiple units (more than 4) in a common building

- Highly variable – one property may have several different types of units (one, two, or three-bedroom), some building residents may own their unit, and buildings can have anywhere between ten apartments and hundreds of units
- Apartment building tenants may **pay management dues** or participate in regular **building meetings**
- Unit affordability is dependent on size, location, condition, etc



Apartment Building. Photo credit: Coldwell Banker Residential Brokerage

TYPES of apartment buildings and apartment unit rentals:

- **Condominium:** A complex of dwelling units in which each unit is individually owned. The owner may rent out the unit if permitted by the condominium management.
- **Studio:** A one-room unit with an enclosed bathroom and limited kitchen facilities
- **Boarding House:** A dwelling with rooms for rent. Bathrooms, kitchens, and other living spaces are typically shared and meals are provided.

APPENDIX D: HOUSING PROGRAMS

SUBSIDIZED HOUSING

Also known as **Government Subsidized Housing**, this is the general term used to refer to any housing that is paid for in part by the local, state, or federal government. Contact Somerville's Local Housing Authority (SHA) for more information (617-625-1152)

Subsidized Housing programs described here include:

- Income-Based Rental subsidies
- Fixed Below-Market Rate housing
- Public Housing
- Section 8 and Project-Based vouchers
- Tax Credited properties.

All of these programs allow low-income tenants to pay less than market rate in rent

INCOME-BASED RENTALS

Definition: Rent is subsidized based on a percentage of the tenant's income rather than market-rate housing – includes Section 8 Vouchers (Housing Choice Vouchers, HCV) and Project – Based Voucher programs

The lower the income, the lower the rent (i.e. a tenant may be asked to pay 30% of his/her income for rent). Also known as **Sliding Scale** rentals

FIXED BELOW-MARKET RATE HOUSING

Definition: Housing units where rent affordable – this means it is lower than market rate (what people would normally pay for renting the unit). In Somerville, one affordable unit is built for every 8 market-rate units.

PUBLIC HOUSING

Definition: Housing is owned by a local public housing agency

- Tenants qualify based on household income – must be less than or equal to 80% of the median household income for the area (other factors also contribute to public housing qualification)
- Tenants generally pay 30% of their income towards rent

SECTION 8 PROJECT-BASED SUBSIDIES

Definition: Privately owned rental housing that has been made affordable to low-income households.

- Subsidies based on a contract between HUD and the property owner
- Subsidies are typically paid directly to the owner of the subsidized unit, who then receives 30% of a tenant's income towards rent for that unit
- The subsidy is expected to compensate the owner for the difference between market rate rent and the amount that a low-income tenant is able to pay.
- Some units are available for persons with disabilities or other protected classes – housing for the elderly, people with chronic mental or physical illness, or families are some examples.

SECTION 8 VOUCHERS (HCV)

Definition: The Housing Choice Voucher (HCV) – this program enables tenants to find a private landlord who is willing to accept the voucher and lease to a low-income tenant.

Like the Section 8 Project-Based subsidy, the tenant will generally pay 30% of their income towards rent and HUD will cover the difference between the tenant's payment and market rate.

PROJECT-BASED VOUCHERS (FIXED)

Definition: Vouchers that are attached to affordable rental units earmarked for low-income tenants.

Project-based vouchers are especially applicable for elderly housing, housing for disabled persons, family housing, and other developments where providers of supportive services focus on protected classes

TAX CREDIT PROPERTIES

Definition: Buildings where the landlord offers a certain number of units at below market rents because he/she received a tax break to develop the property. These are uncommon housing options in Somerville.

APPENDIX E: FINDING AN APARTMENT

KEY QUESTIONS

- **How much can you afford to pay for rent?** Are you unemployed, employed part-time, or employed full-time? Do you have loans, debt, medical expenses, tuition, or other major expenses? How much can you afford to pay for utilities? Do you need access to internet and cable? What additional living expenses (i.e. groceries, transportation, pets/family care) may limit your ability to pay rent?
- **Are you eligible for public programs?** Public Housing, Rental Subsidies, Fuel Assistance, Food Stamps, Emergency Aid to Elders, Disabled and Children (EAECD), Transitional Assistance for Families & Dependant Children (TAFDC), Supplemental Security Income (SSI), Social Security Disability Insurance (SSDI), Unemployment Insurance or reduced rates for utility and telephone service which may support your ability to pay rent.
- **Have you found affordable, accessible apartments?** Have you looked for apartment ads in local and regional newspapers? Have you looked at postings online and in stores? Have you asked family, friends, and other contacts about available rentals? Are there any “apartment for rent” signs or obvious vacancies in your neighborhood or the neighborhood you’d like to live in?

Please go to these websites: <http://www.apartmentrentalexperts.com>, <http://www.trulia.com>, and craigslist.com for more information on local apartment availability.

- **Do you still need help finding a suitable apartment? Contact real estate agents.** *Have you seen any real estate agent advertisements? Ask about “finders’ fees” that real estate agents and realty firms may charge – fees often equal one month’s rent. Still, if you are unable to find an apartment on your own and are ineligible for public assistance programs, real estate agents may help.*

Please go to <http://www.masslegalhelp.org/> for more information on eligibility requirements for public programs. If you are eligible, you may also be eligible for local assistance finding an affordable apartment.