

Massachusetts Residential Lease Agreement

Prepared with Signathing. Roles: Landlord, Tenant.

1. Parties and premises

Landlord (name): _____

Tenant(s) (name): _____

Premises address: _____

The Landlord leases the Premises to the Tenant for residential use only. No more than the persons named in the application may live there without the Landlord's written consent.

2. Term

Lease starts (date): _____

Lease ends (date), or write month-to-month: _____

If the Tenant stays after the end date with the Landlord's consent and no new lease is signed, the tenancy continues month to month on the same terms, and either party may end it with 30 days' written notice.

3. Rent

Monthly rent (\$): _____

Due on the (day) of each month: _____

How rent is paid (check, transfer, portal): _____

Rent not received within five days after the due date carries a late fee as written here, if any. A returned payment is treated as unpaid rent plus the bank's returned-item cost.

Late fee after 5 days (\$, or 0): _____

4. Security deposit

Security deposit (\$): _____

Within 30 days after the tenancy ends, the Landlord returns the deposit with any interest due and an itemized list of any damage, sworn to under the pains and penalties of perjury, with deductions limited to unpaid rent, unpaid real estate tax increases the Tenant agreed to pay, and damage beyond ordinary wear. The deposit may not exceed one month's rent. The deposit is held in a separate, interest-bearing account in a Massachusetts bank, the Tenant receives a receipt naming the bank and account number within 30 days, and a deposit held one year or longer earns 5% interest a year, or the bank's actual rate if lower, paid to the Tenant each year.

Deposit held at (bank name, if the state requires a separate account): _____

5. Utilities and services

Paid by Landlord: _____

Paid by Tenant: _____

6. Condition, maintenance and repairs

Both parties complete a move-in inspection checklist within three days of the start date. The Tenant keeps the Premises clean and safe, reports needed repairs promptly, and pays for damage caused by the Tenant or guests. The Landlord keeps the structure, plumbing, heating, electrical and supplied appliances in working order and makes repairs within a reasonable time after notice.

7. Use, pets and smoking

Pets allowed (describe, or none): _____

Smoking: _____

Choices: Not permitted anywhere / Outdoors only / Permitted

No business that brings customers to the Premises, no illegal activity, and nothing that disturbs neighbors or voids the Landlord's insurance.

8. Entry

The Landlord may enter at reasonable times to inspect, repair or show the Premises after at least 24 hours' notice, and without notice in an emergency.

9. Ending the lease and default

Either party ends a month-to-month tenancy with written notice equal to the interval between rent payments or 30 days, whichever is longer. If rent is unpaid or a term is broken, the Landlord gives the written notice Massachusetts law requires before ending the tenancy, and the Tenant is responsible for rent through the end of the term unless the Premises is re-rented sooner.

10. Other terms

Additional terms (or none): _____

This lease is the whole agreement. Changes must be in writing and signed by both parties. If a part is unenforceable, the rest stands. Each party has read and received a copy.

11. Disclosures

The Landlord initials each item below to confirm it was given to the Tenant with this lease, or marks it not applicable.

- ☐ Lead-based paint and hazards, for a building built before 1978, with the EPA pamphlet (42 U.S.C. 4852d)
- ☐ A signed statement of the condition of the Premises, listing existing damage, given when the deposit is taken or within 10 days after move-in (Mass. Gen. Laws ch. 186, 15B(2)(c))
- ☐ A signed receipt for the deposit showing the amount, date, who received it, and the Premises, then the bank and account details within 30 days (Mass. Gen. Laws ch. 186, 15B(3)(a))
- ☐ The name of the insurer and amount of any fire insurance on the Premises, within 15 days after a written request (Mass. Gen. Laws ch. 186, 21)
- ☐ Name, address, and phone number of the owner or managing agent, posted on the Premises when the owner does not live there (105 CMR 410.481)

Boston requires owners to register every rental unit with the Inspectional Services Department each year and to admit periodic city inspections.

Signatures

Landlord

Signature

Date

Printed name

Tenant

Signature

Date

Printed name