GUIDE ME: My landlord wants to raise the rent and I am a tenant at will.

**Below is a list of options for you to read. Depending on your situation, one or more of these options may be of assistance.**

*If you are a tenant at will or never had a written agreement, your landlord can propose a rent increase anytime.*

**Option 1. I don’t want to pay the rent increase. What should I do?**

1. Don’t sign anything that says you agree to the rent increase.
2. Tell the landlord clearly in writing that you do not accept the rent increase.
3. Continue to pay the rent you had been paying.
4. Do not pay the rent increase. *The moment you start paying the higher rent – even if you never signed anything – you have accepted the rent increase and are stuck paying it*.
5. Negotiate a smaller rent increase. If you are willing to pay a smaller rent increase, ask your landlord if he will accept a lesser increase. Some landlords may agree.

Frequently Asked Questions:

**1.** **Can my landlord just raise the rent?**

No. You must agree to the rent increase before a landlord can start charging you the rent increase.

**Watch Out**: *The moment you start paying the higher rent – even if you never signed anything – you have accepted the rent increase and are stuck paying it*. However, until you agree to pay the increase, you are not required to pay the higher rent.

**2. Is there a requirement that the landlord give me written notice?**

While you can agree to a rent increase any time – even orally, a landlord may send a written notice to quit that terminates your existing tenancy that includes an offer to enter into a new tenancy at a higher rent. While this notice is not required, many landlords will ask for a rent increase this way because if you don’t agree to the rent increase, the landlord can then proceed to evict you.

**3. Is there any limit on how much a landlord can raise the rent**?

No. Landlords can set rent at whatever amount they think they can get tenants to pay, not what you can afford. However, a landlord cannot raise the rent as a way to retaliate against you. If your landlord asks for rent increase within 6 months of you reporting bad conditions in writing to the landlord or within 6 months of your reporting code violations, the rent increase could be seen as a retaliation. To find out more about retaliation, visit this website: <https://www.masslegalhelp.org/housing/lt1-pullout-13-taking-landlord-to-court>

**What will happen if I don’t accept the rent increase?**

When you don’t accept a rent increase, it means you no longer have an agreement with the landlord on the continuation of your tenancy. At this point a landlord could ask you to leave. If you don’t leave voluntarily a landlord could begin an eviction case against. But the landlord would first have to send you a notice to quit. However, as long as you continue to pay your existing rent, the landlord cannot evict you for nonpayment of rent. When evictions are brought because a tenant refused to pay a rent increase, tenants typically can get additional time to move.

Learn more about rent increases here: <https://www.masslegalhelp.org/housing/lt1-chapter-5-rent>.

*The suggestions provided above are not legal advice and are provided as information only.*

*Whenever you have a legal problem, it is always best to talk to a lawyer who can give you advice that is uniquely tailored to your situation. The Massachusetts Legal Resource Finder can help you find lawyers and other legal help resources in your area.*