**Guide ME: My landlord wants to raise the rent**

*[Interview Outline (logic):]*

When and how a landlord can ask for a rent increase depends on the type of tenancy you have.

Choose below your current tenancy.

* 1. I have a lease. A lease is a written agreement with a specific end date.
  2. I am a tenant at will. Sometimes called a month to month tenancy.
  3. I have a Section 8 or MRVP housing.
     1. Is it a mobile voucher?
        1. Yes
        2. No
  4. I live in public housing.
  5. I live in a mobile home park
  6. I never had a written agreement.

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I have a lease.

**No increase during the term of the lease**

Your landlord typically can not raise the rent during the term of your lease. The only time it can be raised during the term is when there is a lease clause that allows for an increase during the term. This is not common.

**Check your lease to see if it will automatically renew with a rent increase**.

Sometimes when a lease automatically renews it will also raise the rent going forward. This is also not common. If this is your situation, check the lease to see what you need to do to cancel any renewal.

**My lease has ended. 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.

**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 can not raise the rent as a way to retaliate against you. If your landlord asks for rent increase within 6 months of reporting bad conditions in writing to the landlord or by your reporting code violations, the rent increase could retaliation. Learn more about what to do if you think your landlord is retaliating against you.

**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.

**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 can not evict you for non payment of rent or the amount the landlord wanted as an increase. 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

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I am a tenant at will. Sometimes called a month to month tenancy.

Or

I never had a written agreement.

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

**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.

**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. Learn more about what happens if you don’t accept a rent increase below

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I have a mobile Section 8 or MRVP voucher

If you have a mobile subsidy, the landlord can not raise the rent without first getting approval from the housing authority that administers the subsidy.

If your landlord insists you sign something without first getting approval from the housing authority, contact your worker and ask for their help.

Never start paying the rent increase – even if you agree to it - without getting approval from your worker. Doing so could get both you and your landlord in trouble with the housing authority.

Even if you agree to the rent increase, your housing authority worker needs to do the following before a rent increase can go into effect

1. Your worker will review the fairness of the increase for you.
2. Your worker will tell you how the rent increase will change what you pay for rent.

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I have a project based Section 8 or MRVP housing

If you have a subsidy that is fixed to the apartment, your rent is typically set based on your household income. So if your household income changes, and you have timely reported that change in income, you can expect a change in your rent.

If you don’t agree that the landlord has set the amount of your rent correctly, you can request a meeting with your worker or property manager to review how they calculated your rent. You may find they have the amount of your household income wrong, and you can then ask them to redo the calculation.

If you did not timely report an increase in your income, your landlord can change your rent retroactively. If this is your situation, you should request a meeting to set-up a payment plan.

Some subsidized apartments have rents that are not tied to your income. In other words, you pay a fixed rent that is below market rent because the landlord has agreed to rent to persons who are low income. If you live in one of these types of subsidized apartments, the rent can only go-up when the landlord receives approval from a government agency. Your lease will explain when and how this can happen.

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I live in public housing

f you live in public housing, your rent is typically set based on your household income. So if your household income changes, and you have timely reported that change in income, you can expect a change in your rent.

If you don’t agree that the housing authority has set the amount of your rent correctly, you can request a meeting with your worker to review how they calculated your rent. You may find they have the amount of your household income wrong, and you can then ask them to redo the calculation.

If you did not timely report an increase in your income, the housing authority can change your rent retroactively. If this is your situation, you should request a meeting to set-up a payment plan.

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I live in a mobile home park

**Do you live in town with rent control.**

If you live in one of these towns, a mobile home park must seeking permission from the town’s rent control agency before it can raise the rent:

|  |  |  |
| --- | --- | --- |
| Belchertown | Bernardston | Boston |
| Brookfield | Cheshire | Chicopee |
| Dalton | Merrimac | Ludlow |
| Middleboro | North Adams | North Reading |
| Orange | Palmer | Peabody |
| Pittsfield | Raynham | Rockland |
| Salisbury | Springfield | Wales |
| Warren | West Bridgewater |  |

To find out how rent control works, you can contact your local town or city hall to get a copy of the rent control regulation

**No Local Rent Control**

If there is no mobile home rent control where you live, the park owner can charge any rent they want. A park owner may increase your rent, but only if:

1. All other park tenants get the same rent increase, and
2. The park owner sends park tenants a rent increase notice that says that the tenancy ends in 30 days, and what the new rent amount will be.

**Illegal Rent Increases**

The rent increase is illegal if:

The landlord violates the rent control ordinance if you live in a town with rent control.

The park owner does not give you correct written notice.

The rent increase is based on a park rule that is unreasonable or unfair.

If you suspect that the rent increase is illegal, you can call the Attorney General’s Consumer Complaint Division for help (617) 727-8400.

You can learn more about mobile home park rules here.