

MASSACHUSETTS RESIDENTIAL LEASE AGREEMENT TEMPLATE

Governing jurisdiction: Massachusetts (MA). This template is intended for residential property located in Massachusetts.

This Residential Lease Agreement ("Agreement") is entered into on _____, 20____, by and between _____ ("Landlord") and _____ ("Tenant"). Landlord and Tenant may be referred to collectively as the "Parties."

1. PREMISES

Landlord leases to Tenant the residential property located at _____, City of _____, Massachusetts, ZIP _____ (the "Premises"), for use as a private residence only.

2. MASSACHUSETTS COVERAGE AND MUNICIPAL READINESS

Property type: _____ Occupancy purpose: _____ Tenancy type: _____
City or town: _____ Local board of health or housing authority: _____

☐ Confirm this is a covered residential letting and whether the limited vacation-or-recreational exception applies. ☐ Route any rooming-house, mobile-home, subsidized-housing, or other specially regulated arrangement to its dedicated requirements.

☐ Verify current city-or-town housing and sanitary rules. ☐ Verify rental registration or licensing. ☐ Verify periodic inspection and any local required form. ☐ Verify subsidy or program rules. This blank is not customer-ready until those address-specific checks are complete.

3. TERM

The lease term begins on _____, 20____ and (check one):

☐ ends on _____, 20____ (fixed term).

☐ continues month-to-month until terminated by either Party with written notice as required by applicable law.

4. RENT AND LATE-CHARGE TIMING — MASSACHUSETTS

Tenant shall pay rent of \$_____ per month, due in advance on the _____ day of each month, payable to _____ at _____.

No interest or penalty for failure to pay rent may be imposed until the rent has remained unpaid for 30 days. Any proposed charge must also be permitted in amount and character by all other applicable law.

5. MASSACHUSETTS MOVE-IN PAYMENT CHECKLIST

First full month rent: \$_____ Last full month rent at the same rate: \$_____ Security deposit, no greater than first month rent: \$_____ Actual key-and-lock purchase and installation cost: \$_____

☐ No other mandatory payment is required by Landlord or Landlord's agent at or before commencement unless separately authorized by current law. Do not offer a fee in place of a security deposit unless current implementing regulations and the approved workflow have been separately confirmed.

6. MASSACHUSETTS BROKER ENGAGEMENT AND FEE ALLOCATION

☐ No licensed broker or salesperson fee applies. ☐ A fee applies: \$_____

Party who originally engaged and contracted with the licensed broker or salesperson: ☐ Landlord ☐ Tenant Broker or salesperson: _____ Contract date: _____

Only the party who originally engaged and contracted with the licensed broker or salesperson shall pay that fee; a landlord-engaged broker fee shall not be shifted to Tenant.

7. SECURITY DEPOSIT — SEPARATE MASSACHUSETTS WORKFLOW

☐ No security deposit is collected. ☐ Tenant deposits \$_____, no greater than the first month's rent. This security deposit is not last-month rent.

At collection, give a signed receipt stating the amount, recipient, date, and Premises. On receipt or within 10 days after the tenancy begins, whichever is later, deliver a separate statement of condition with the prescribed notice; preserve Tenant's 15-day response process and Landlord's 15-day response to a separate damage list.

Hold the deposit in a separate, interest-bearing account in a Massachusetts bank. Within 30 days after collection, give a receipt identifying the bank and location, deposit amount, and account number. Pay or credit annual interest at five percent per year or the lesser amount actually received from the bank.

Within 30 days after the tenancy ends, return the deposit and interest less only statutory deductions. Exclude ordinary wear. Support a damage deduction with a sworn, precise itemization and the required estimates, bills, invoices, or receipts within that same period.

8. LAST-MONTH RENT — SEPARATE MASSACHUSETTS WORKFLOW

☐ No last-month rent is collected in advance. ☐ Last-month rent collected: \$_____, at the same rate as the first full month. This payment is not a security deposit and must use its own receipt, interest, transfer, and closeout records.

At collection, give the separate prescribed receipt stating the amount, date, recipient and any represented lessor, Premises, intended last-month application, interest duty, and forwarding-address instruction.

Beginning on the first day of the tenancy, pay or credit interest each year at five percent per year or the lesser amount actually received from the bank. If the tenancy ends before the anniversary, settle accrued interest within 30 days after termination; interest does not accrue for the final month to which the advance rent is applied.

9. UTILITIES AND QUIET ENJOYMENT — MASSACHUSETTS

Tenant shall pay only these utilities and services: _____. Landlord shall pay: _____. A tenant water or sewer charge is permitted only through the separate compliant submetering workflow below.

Nothing in this Agreement authorizes willful interruption of required services, transfer of utility-payment responsibility without Tenant's knowledge and consent, substantial interference with quiet enjoyment, or recovery of possession by force without judicial process. Protected rights under Massachusetts law are not waived.

10. OCCUPANTS

The Premises shall be occupied only by Tenant and the following named occupants:

_____.

11. PETS

(Check one) ☐ Pets are not permitted on the Premises. ☐ Pets are permitted as follows:

_____, with an additional pet deposit of \$_____, to the extent permitted by applicable law.

12. MAINTENANCE AND REPAIRS — MASSACHUSETTS

Landlord shall maintain the Premises and supplied facilities in compliance with the Massachusetts State Sanitary Code and any valid, nonconflicting local health or housing requirement, including applicable heat, hot-water, moisture, pest, and safety duties.

Tenant shall keep the Premises reasonably clean, use facilities properly, and promptly report conditions requiring repair. Identified code conditions remain subject to the local board-of-health or housing-enforcement process and may not be reduced by this Agreement.

13. RIGHT OF ENTRY — MASSACHUSETTS

Landlord may enter only to inspect, make repairs, show the Premises to a prospective tenant, purchaser, mortgagee, or their agent, comply with a court order, address apparent abandonment, or conduct the statutory end-of-tenancy damage inspection. The last category applies only within the final 30 days or after either Party gives termination notice.

M.G.L. c. 186, § 15B does not itself supply a universal numeric advance-notice period. Landlord shall comply with any notice protection in this Agreement and any valid local or other applicable rule.

14. DEFAULT AND TENANCY-AT-WILL TERMINATION — MASSACHUSETTS

For ordinary termination of a tenancy at will, either Party must use written notice of three months, or the rent-payment interval when that interval is less than three months, but never less than 30 days.

For nonpayment by a tenant at will, Landlord must use the statutory 14-day written-notice branch. Preserve the statutory first-notice cure route, including the required cure notice and applicable payment deadline; do not treat this Agreement as the notice to quit.

15. MASSACHUSETTS ANTI-RETALIATION AND PROTECTED EARLY EXIT

Before a termination notice, rent increase, or substantial service or tenancy change, screen for protected complaints, proceedings, code reports, and tenant-organizing activity. A qualifying action within six months may carry the statutory rebuttable reprisal presumption; no protected right is waived.

A qualifying victim of domestic violence, rape, sexual assault, or stalking may use the statutory written-notice and documented early-termination route. Apply the current timing, documentation, move-out, limited-liability, refund, and security-deposit rules, and keep supplied victim documentation confidential except where release is authorized or legally required.

16. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Massachusetts.

17. MASSACHUSETTS LEAD AND WATER ATTACHMENT GATES

Year built: _____. If the dwelling was built before 1978 and no exception applies, before entering the tenancy use two copies of the current Commonwealth Tenant Lead Law Notification and Tenant Certification Form. Provide available lead inspection or risk-assessment reports and any Letter of Compliance or Letter of Interim Control. Attach the completed current government form; this template does not recreate it.

☐ Tenant will not be charged separately for water or sewer. ☐ A separate charge is proposed. Before charging, confirm an eligible new tenancy, exclusive compliant metering, required conservation devices, licensed-plumber work, and local certification. File the current Commonwealth Submetering of Water and Sewer Certification Form with the local health department, give Tenant a copy, and attach a written addendum containing every clear and conspicuous term required by M.G.L. c. 186, § 22. Do not charge a public-housing tenant under this workflow.

18. STATE AND LOCAL REQUIREMENTS

This blank template identifies Massachusetts as the governing jurisdiction. It does not automatically supply every disclosure, addendum, notice, or local term that may apply to the Premises or Parties. Before signing, review current Massachusetts law and any applicable city or county requirements, and attach required materials.

19. ADDITIONAL TERMS

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and may be modified only in a writing signed by both Parties.

21. MASSACHUSETTS NONWAIVER AND COPY DELIVERY

A term that conflicts with or attempts to waive M.G.L. c. 186, § 15B is void. The separate payment receipts, statement of condition, bank-account notice, annual interest statements, official forms, and return records remain required when applicable and are not replaced by this lease.

Where M.G.L. c. 186, § 15D applies after an oral agreement to execute a lease, Landlord shall deliver Tenant a duly signed and executed copy within 30 days after Tenant provides the signed lease. No copy-delivery right is waived.

SIGNATURES

Landlord

Signature: _____ Date: _____

Printed Name: _____

Tenant

Signature: _____ Date: _____

Printed Name: _____