

Massachusetts Month-to-Month Rental Agreement

General template, not legal advice. Have a Massachusetts attorney review before use. Last reviewed October 29, 2026.

This Month-to-Month Rental Agreement (the "Agreement") is made on _____ (Date signed) between the landlord and the tenant or tenants named below, for a home located in Massachusetts. The law of that state governs this Agreement.

1. Parties

Landlord or managing agent

Landlord address for notices

Landlord phone and email

Tenant 1 full name

Tenant 2 full name

Other occupants

Each tenant who signs is fully responsible for all rent and other obligations under this Agreement.

2. Property

Street address and unit

City, state and ZIP

Parking or storage included

Appliances and furniture included

3. Monthly term

The tenancy starts on _____ (Start date) and continues from month to month. Each rental period starts on the _____ (First day of each period) day of the month. There is no fixed end date.

4. Ending the tenancy

Either party may end this tenancy by giving the other written notice at least _____ (Notice period in days) days before the end of a rental period, or any longer period that Massachusetts law requires for the length of this tenancy. Notice from one tenant ends the tenancy for all tenants unless the landlord agrees otherwise in writing.

A landlord's notice to end the tenancy must comply with any state or local rule that requires a reason, a longer notice period, or relocation help. The landlord will not end the tenancy to retaliate against the tenant or for any discriminatory reason.

Notice to end a month-to-month tenancy in Massachusetts: Either side can end a month to month tenancy at will with written notice of one full rental period or 30 days, whichever is longer. (G.L. c.186, section 12)

5. Rent

Rent is \$_____ (Monthly rent) per month, due in advance on the _____ (Due day) day of each month, paid by _____ (Accepted payment methods). Rent for the first partial month is \$_____ (Prorated first month rent).

If rent is not received within _____ (Grace period in days) days after it is due, a late charge of \$_____ (Late charge) applies, to the extent allowed by law. Returned payments incur a fee of \$_____ (Returned payment fee).

Late fee limits in Massachusetts: A lease cannot charge interest or a penalty for late rent until the rent is 30 days overdue. (G.L. c.186, section 15B)

6. Changes to rent or terms

The landlord may change the rent or other terms by giving written notice at least as far in advance as Massachusetts law and any local ordinance require. A change takes effect at the start of a rental period after the notice period ends.

Rent increase notice: _____ (check the rule in Massachusetts)

Rent control in Massachusetts: Rent control is banned statewide by a 1994 law approved by voters, so cities and towns cannot adopt it on their own. (G.L. c.40P (Rent Control Prohibition Act))

7. Security deposit

The tenant pays a security deposit of \$_____ (Security deposit amount) on signing. The landlord may use it for unpaid rent, damage beyond normal wear and tear, and cleaning needed to restore move-in condition. The balance and an itemized statement go to the tenant's forwarding address within the deadline set by Massachusetts law.

Deposit limit in Massachusetts: A security deposit cannot be more than one month of rent. (G.L. c.186, section 15B)

Deposit return deadline in Massachusetts: The landlord must return the deposit, or the balance after lawful deductions, within 30 days after the tenancy ends. (G.L. c.186, section 15B)

8. Utilities

Tenant pays: _____ (Utilities paid by tenant). Landlord pays: _____ (Utilities paid by landlord).

9. Use, guests and pets

The home is a private residence for the people named above. Guests may stay up to _____ (Maximum guest stay in days) days in a row. Pets are _____ (Allowed, allowed with approval, or not allowed); approved pets: _____ (Approved pets). Assistance animals are handled under fair housing law, not this pet clause. Smoking inside is _____ (Allowed or not allowed).

10. Care, repairs and alterations

The landlord keeps the home safe and fit to live in and makes needed repairs within a reasonable time after notice. The tenant keeps the home clean, reports problems promptly in writing to _____ (How to request repairs), and pays for damage caused by the tenant, occupants, guests or pets. The tenant makes no alterations without written consent.

11. Entry

The landlord may enter at reasonable times for inspections, repairs and showings after giving the advance notice Massachusetts law requires, and at any time in an emergency.

Entry notice in Massachusetts: No statute sets a notice period, but a lease may allow entry only to inspect, make repairs or show the unit, under a court order, if the unit seems abandoned, or to check for damage near the end of the tenancy. (G.L. c.186, section 15B)

12. Subletting

The tenant may not sublet, assign, or rent the home for short stays without the landlord's written consent.

13. Default

If rent is unpaid or another term is broken, the landlord may serve the notice Massachusetts law requires and, if the problem is not cured, end the tenancy through the courts. The landlord will not use lockouts, utility shutoffs or removal of belongings to force the tenant out.

Notice for unpaid rent in Massachusetts: For unpaid rent, the landlord serves a 14 day written notice to quit; a tenant at will who has not had a similar notice in the past 12 months can stop the termination by paying everything owed within 10 days of receiving it. (G.L. c.186, sections 11 and 12)

14. Moving out

On move-out the tenant returns all keys, removes belongings, leaves the home clean, and gives a forwarding address in writing.

15. Disclosures

- ☐ Lead-based paint disclosure and pamphlet (homes built before 1978)
- ☐ Move-in condition checklist
- ☐ House or community rules
- ☐ State or local disclosures that may also be required: check

State disclosures in Massachusetts: A landlord who takes a deposit must give a signed receipt, a written statement of the unit's condition within 10 days, and within 30 days a bank receipt showing the bank, account number and amount. (G.L. c.186, section 15B) Landlords must give the state Tenant Lead Law Notification, and homes built before 1978 where a child under six lives must be made lead safe. (Massachusetts Lead Law (G.L. c.111, section 197)) Homes built before 1978 need the federal lead-based paint disclosure and the EPA pamphlet. (Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4852d))

16. General terms

This Agreement and its attachments are the full agreement. Changes are made in writing, except rent or term changes made by proper notice under section 6. If one part is unenforceable, the rest remains. Electronic signatures count as originals.

17. Signatures

Landlord or agent signature

Printed name

Date

Tenant 1 signature

Printed name

Date

Tenant 2 signature

Printed name

Date

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