Credit Card Billing Rights for Consumers

If you believe there is an error on your billing statement...

If you, as a credit card holder and debtor, believe that there is an error on your credit statement, or you otherwise wish to dispute information on your credit card bill, you have 60 days to send the creditor a written notice, which must include:

- Your name and account number
- Your belief that the statement contains a billing error
- The amount of the error
- The reasons you believe that the statement contains a billing error

While you do not have to pay the disputed amount on the bill, you do have to pay any undisputed amount on the bill.

The creditor’s response...

The creditor has 30 days to send a written acknowledgement of your dispute, and may not take action to collect the disputed amount or close your account in the meanwhile. The creditor has two complete billing cycles after the receipt of your written notice to investigate your dispute and send you a written response, either correcting the bill and crediting your account, or explaining to you why there is no error in the bill.

If the creditor determines that there is no mistake in the bill, you may request copies of the creditor’s documentary evidence of the debt, e.g., a copy of a signed charge slip for a purchase you do not believe you made. If you claim that you have been billed for goods that were not delivered, the creditor must determine that the goods actually were delivered, and provide you with a written statement to that effect.

Once the creditor has investigated your claim of a billing error and notified you of its belief that you still owe all or part of the disputed amount, it has no further obligation to investigate. The creditor must notify you of the amount of time you have to pay the amount due without incurring further charges.

Your rights to dispute a billing error...

If you notify a creditor that you believe there are billing errors in your statement, the creditor may neither report nor threaten to report your failure to pay the disputed amount to any credit reporting agency until the creditor has investigated your claim of a billing error and notified you of the amount of time you have to pay the amount due before incurring further charges.
If you still do not pay the bill, the creditor may report you to a credit reporting agency, but must inform you of the agency to which it has sent this information. Also, if you continue to dispute the bill, the creditor must report that fact to the agency, and must correct any information given to the agency if the bill is subsequently resolved.

**Keep your credit information secure...**

If you lose your card, or it is stolen, and someone makes use of your credit card number without your permission, you will owe $50 or the actual amount the unauthorized person has spent with it prior to your alerting your credit card issuer, whichever is less.

If you have authorized someone to use your card in the past, you may not be able to convince your credit card company that the person no longer has permission to use the card.

For additional information regarding identity theft, visit the Attorney General’s Office website at [www.mass.gov/ago](http://www.mass.gov/ago), and view the publication entitled, Identity Theft: It Could Happen to You!

**For more information...**

For more detailed information about consumer rights and credit, please visit the Attorney General’s Office website, [www.mass.gov/ago](http://www.mass.gov/ago), and view the publication, The Attorney General’s Guide to Consumer Credit. You may also contact the Attorney General’s Consumer Complaint and Information hotline at (617) 727-8400.

**Credit reporting agencies:**

- Experian
  - [www.experian.com](http://www.experian.com)
  - To report fraud: 1-888-397-3742
- TransUnion
  - [www.transunion.com](http://www.transunion.com)
  - To report fraud: 1-800-680-7289
- Equifax
  - [www.equifax.com](http://www.equifax.com)
  - To report fraud: 1-800-525-6285

**General information and complaints:**

- Office of the Attorney General Consumer Protection Division
  - [www.mass.gov/ago](http://www.mass.gov/ago)
  - (617) 727-8400 Consumer Complaint and Information Hotline
- Office of Consumer Affairs and Business Regulation
  - [www.mass.gov/ocabr](http://www.mass.gov/ocabr)
  - (888) 283-3757 Consumer Hotline

**Questions and complaints about credit and collection agencies:**

- Massachusetts Division of Banks
  - [www.mass.gov/dob](http://www.mass.gov/dob)
  - (617) 956-1501 Consumer Line
The Difference between a Debit Card and a Credit Card. Payment for purchases made with debit cards are deducted directly from your checking account, therefore, unlike credit cards, you are not charged interest for debit card transactions. Also unlike credit cards, you may not have the right to dispute problem purchases.

Reading the Annual Disclosure Statement. Many lenders offer well-advertised attractive benefits to encourage you to get their credit card. You should read your annual disclosure statement closely to determine if the very benefits which enticed you to get the card aren’t quietly discontinued over time.

Linking a Credit Card with Checking or Savings Accounts. If you have a checking or savings account with the same bank from which you have a credit card, when you signed for your credit card you may have authorized the bank to automatically withdraw funds from your savings or checking account if you are delinquent in paying your credit card bill. If you are unsure, contact your bank.

Fees and Interest Rates. Annual fees can significantly increase your credit cost. They are set by the card issuer and interest rates may vary in accordance with the prime lending rate. To obtain lower fees and interest rates, shop around. Rates and fees may be particularly competitive when transferring balances.

Backdated Interest. Generally, when you charge an item to your credit card, the credit card company doesn’t pay the merchant for several days. You will pay less interest if the company doesn’t begin charging you interest until it pays the merchant, rather than charging you from the day on which you made the purchase, a practice known as backdating. To avoid backdating, you should pay your balance in full every month or find another credit card company which does not backdate interest.

Limitations on Interest Rates and Late Charges. National banks may charge all their credit card customers under the interest and late charge laws of the bank’s home state, regardless of where their customers live. For example, Massachusetts law generally limits credit card annual interest rates to 18% and late charge penalties to $10 per payment. However, Massachusetts credit card customers of national banks located in South Dakota, Delaware, or other states may pay considerably higher interest rates and late penalties, because those states allow the higher rates and penalties. Therefore, make sure you are aware of which state the lender is located in and that you understand the credit terms before you take on a new credit card.

Retroactive Hikes in an Interest Rate. In order to entice you to get a card with them, some lenders offer lower rates which are only effective for a limited time period. When the time period expires, a significantly higher interest rate may be charged, and possibly even applied retroactively to your existing balance. Always read the fine print in regards to retroactive rate hikes and avoid such offers.
Additional Fees for Cash Advances. The financing costs of taking a cash advance are significant, because most credit card companies charge a transaction fee, as high as 2% of the advance, in addition to interest on the cash advance. Even if your card advertises “no finance charges” on advances, find out the costs involved.

Monthly Minimum. Making minimum payments benefits the lender only, because the longer it takes you to pay off your balance, the more money the lender makes in increased finance charges. To avoid higher finance charges, pay as much as possible of your monthly balance.

“Grace Periods.” Most credit cards offer “grace periods” during which interest is not charged for new purchases, as long as the new unpaid balance is paid in full each month. Credit card terms can be misleading and not all grace periods are the same. Before signing up for a credit card, read the grace period terms carefully.

Late Payment Penalties and Default Rates. In addition to the interest charges incurred when you carry a balance on your credit card, the costs of credit include late fees and default rates. If you do not carefully manage your account and pay it on time, many credit cards charge large late fees ($20, $25, $35) if they do not receive your payment by the due date. Also, if you make late payments twice within a year, many cards trigger “default” rates that you will pay on your balance. These rates may be five or ten points higher than your regular rate, which may result in interest rates of 25%, 28%, 30%, or even higher.

For more information...

For more detailed information about consumer rights and credit, please visit the Attorney General’s Office website, www.mass.gov/ago, and view the publication, The Attorney General’s Guide to Consumer Credit. You may also contact the Attorney General’s Consumer Complaint and Information hotline at (617) 727-8400.

Credit reporting agencies:

Experian
www.experian.com
Report fraud: 1-888-397-3742

TransUnion
www.transunion.com
Report fraud: 1-800-680-7289

Equifax
www.equifax.com
Report fraud: 1-800-525-6285

General information and complaints:

Office of Consumer Affairs and Business Regulation
www.mass.gov/ocabr
(888) 283-3757 Consumer Hotline

Questions and complaints about credit and collection agencies:

Massachusetts Division of Banks
www.mass.gov/dob
(617) 956-1501 Consumer Line
Fair Debt Collection

The Massachusetts Attorney General’s Debt Collection Regulations, 940 C.M.R. 7.00, prohibit many unfair debt collection practices by creditors, and regulations of the Massachusetts Division of Banks, 209 CMR 18.00, prohibit unfair debt collection practices by debt collection agencies.

When communicating directly with you, creditors and collection agencies may not:

☑ Call you at home more than twice for each debt in any seven-day period, or more than twice for each debt in any 30-day period at some place other than your home, such as your place of work.

☑ Call you at work if you have requested that they not call. Your oral request that a collector not call you at work is valid for 10 days only. Written requests are valid until you write to the collector removing the restriction.

☑ Call you without identifying both the name of the creditor and the name of the person calling. The caller may use a name other than his or her own, but the creditor or collection agency on whose behalf the call is being made must be able to identify that person.

☑ Contact you directly, if you have told the creditor or collection agency you are represented by an attorney.

☑ Use profane or obscene language.

☑ Cause expense to you in the form of long distance calls, express mail charges, wire fees, or other similar charges.

☑ Falsely threaten to take legal action that the creditor does not take or reasonably intend to take.

☑ Tell anyone (including your friends, neighbors, relatives, or employers) about your debt, without your written consent.

☑ Mail to you any printed or written materials that reveal or imply that you owe a debt (for example, by using a postcard to contact you or using a descriptive return address).

☑ Solicit post-dated checks from you.

☑ Visit your home at times other than your normal waking hours. A collector may not visit you more than once in any 30-day period for each debt, unless you give permission for additional visits.

☑ Call you at times other than your normal waking hours. If your waking hours are unknown, then the collector may only call between 8:00 a.m. and 9:00 p.m.

Know Your Rights

A creditor must allow you or your attorney to inspect any document on which the creditor is relying to prove that you owe the debt being collected, e.g., a credit card application, account statement, promissory note, ledger, account card, or similar record in the creditor’s possession, which reflects the date and amount of payments,
credits and charges related to the debt. Failure to do so is an unfair or deceptive act or practice under the Attorney General’s Debt Collection Regulations, 940 CMR 7.08.

Under State and Federal Law, if you want all debt collection contact to stop, and it is a debt collection agency (as opposed to the creditor itself) that is contacting you, you have the right to make a request in writing that all such contact stop. 15 U.S.C. 1692e(c), 209 CMR 18.14(3). Once you have made such a written request, the debt collection agency may not contact you again; however, the agency will still be permitted to sue you to try and collect the debt.

**Locating a Debtor**

Creditors and debt collection agencies are permitted to try to locate a debtor by contacting persons other than the debtor or persons residing in the debtor’s household, if the creditor or debt collection agency reasonably believes that it no longer has current information on the debtor’s location. However, it may not inform anyone it calls about your debt.

**For more information...**

For more detailed information about fair debt collection, please visit the Attorney General’s Office website, [www.mass.gov/ago](http://www.mass.gov/ago), and view the publication, The Attorney General’s Guide to Consumer Credit. You may also contact the Attorney General’s Consumer Complaint and Information hotline at (617) 727-8400.

**Credit reporting agencies:**

- **Experian**
  - [www.experian.com](http://www.experian.com)
  - To report fraud: 1-888-397-3742

- **TransUnion**
  - [www.transunion.com](http://www.transunion.com)
  - To report fraud: 1-800-680-7289

- **Equifax**
  - [www.equifax.com](http://www.equifax.com)
  - To report fraud: 1-800-525-6285

**General information and complaints:**

- **Office of the Attorney General Consumer Protection Division**
  - [www.mass.gov/ago](http://www.mass.gov/ago)
  - (617) 727-8400 Consumer Complaint and Information Hotline

- **Office of Consumer Affairs and Business Regulation**
  - [www.mass.gov/ocabr](http://www.mass.gov/ocabr)
  - (888) 283-3757 Consumer Hotline

**Questions and complaints about credit and collection agencies:**

- **Massachusetts Division of Banks**
  - [www.mass.gov/dob](http://www.mass.gov/dob)
  - (617) 956-1501 Consumer Line
Fair Credit Reporting

Private companies called “credit reporting agencies” collect information related to your access to and use of credit. They make that information available to others under certain circumstances, in the form of a “credit report.” Your credit report is relied upon by lending institutions, employers, insurance agencies, and future creditors to make decisions about you. For this reason, your credit report is an important document, and the law gives you certain protections against the reporting of incorrect information. Knowing your legal rights and remedies is a first step to resolving any problems associated with your credit report.

There are three major credit reporting agencies in the United States: TransUnion, Experian, and Equifax. These companies collect information and produce reports on individuals’ credit histories, which they may provide to a lender who is considering advancing credit to you.

Your Credit Report is Free

Under state and federal law, you are entitled to one free copy of your credit report per calendar year from each of the three main credit reporting agencies, which are listed at the end of this brochure. Requesting a copy every year to ensure your report is without errors is worthwhile and recommended.

If you ever apply for and are denied credit, you should immediately obtain a copy of your report to verify that all the information is correct. You have the right to know which credit reporting agency prepared the report that was used in the denial of your credit application. Under state law, you have the right to a free copy of your credit report within 60 days of being denied credit. M.G.L. c. 93, § 56.

Correcting Your Credit Report

If there is incorrect information in your credit report, you may ask the credit reporting agency to investigate. You must do so in writing and it is recommended you do so by certified mail to ensure that it is received. The credit reporting agency must investigate your claim within 30 business days by asking the creditor in question to review its records, unless the agency believes that the dispute is “frivolous or irrelevant.” The credit reporting agency is required under state and federal law to correct, complete, or delete any information that is erroneous, incomplete, or unverified. M.G.L. c. 93, § 58.

Additionally, negative information that is more than seven years old may not be included in your credit report. There are several exceptions to this rule; the primary one is bankruptcy, which may be reported for up to 10 years. M.G.L. c. 93, § 52.
Credit reporting agencies are generally not permitted to include in a credit report adverse information which is more than seven years old on the date of the report, although bankruptcy information may stay on a report for 10 years. These rules do not apply if the credit transaction at issue is for $50,000 or more, or if the report is being provided in connection with employment in a job that involves an annual salary of $20,000 or more.

If you disagree with the results of the credit reporting agency’s investigation of the accuracy of an item on your credit report, you have the right to prepare a brief statement that explains your version of the dispute. The credit reporting agency is then required to include this statement with your credit report each time it sends out the report. **M.G.L. c. 93, § 58.**

If the consumer disputes the completeness or accuracy of any item of information in his or her credit report file, the general rule is that the credit reporting agency must investigate the dispute within 30 days, beginning on the date it receives the consumer’s request for a correction. The credit reporting agency may require that consumers’ requests for corrections be in writing. Within five business days of its receipt of a consumer’s request, a credit reporting agency must notify the creditor that the consumer is disputing the information.

An agency may refuse to investigate a dispute if it has reasonable grounds to believe that the dispute is frivolous or irrelevant, including failure of the consumer to provide sufficient information, as requested by the agency, to resolve the dispute. An agency must notify the consumer by mail within five business days after it makes its determination that the dispute is frivolous or irrelevant, stating specific reasons for the finding.

If after investigation, a credit reporting agency determines that certain information about a consumer is inaccurate or can no longer be verified, it must delete that information within three business days. If an investigation fails to resolve the dispute, the consumer may submit a statement of no more than 100 words describing the dispute. The credit reporting agency must include a copy of that statement with any credit report it issues on that consumer.

If information is deleted from the consumer’s credit report file because it is inaccurate or can not be verified, it may not be reinserted unless the consumer’s creditor subsequently verifies that the information is accurate. If deleted information is subsequently reinserted in a credit report, the credit reporting agency must give the consumer a toll-free number to call to request the name, address, and telephone number of the person who directed the agency to reinsert previously deleted information. Within 15 days of receiving such a request, the agency must provide the consumer with that information.

A consumer may elect to have his or her name and address excluded from any list provided by a credit reporting agency to parties who wish to extend a “firm offer of credit” to consumers, such as “pre-screened” credit card offers that are often sent to consumers. The consumer may contact the credit reporting agency by a toll-free number or at the address provided for this purpose.
For more information...

For more detailed information about fair debt collection, please visit the Attorney General’s Office website, www.mass.gov/ago, and view the publication, The Attorney General’s Guide to Consumer Credit. You may also contact the Attorney General’s Consumer Complaint and Information hotline at (617) 727-8400.

Credit reporting agencies:

- **Experian**
  - www.experian.com
  - To report fraud: 1-888-397-3742

- **TransUnion**
  - www.transunion.com
  - To report fraud: 1-800-680-7289

- **Equifax**
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  - To report fraud: 1-800-525-6285

General information and complaints:

- **Office of the Attorney General Consumer Protection Division**
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- **Office of Consumer Affairs and Business Regulation**
  - www.mass.gov/ocabr
  - (888) 283-3757 Consumer Hotline

Questions and complaints about credit and collection agencies:

- **Massachusetts Division of Banks**
  - www.mass.gov/dob
  - (617) 956-1501 Consumer Line
Guide to Gift Cards and Certificates

A gift card or certificate is a way to give value – not a specific item – to the gift recipient, who can redeem it as he or she chooses.

Massachusetts Gift Certificate Law

Under Massachusetts law, a gift certificate or a merchant credit slip (given for returned merchandise) must be redeemable for a minimum of seven years from its date of issuance (M.G.L. c. 93, s. 14S). The seller must clearly indicate the date of issuance and expiration date on either the face of the certificate, or, if it is an electronic card with a banked dollar value, on the sales receipt, or by means of an Internet site or a toll-free number (M.G.L. c. 200A, s. 5D). If the expiration date is not made available by these means, the gift certificate/card is to be redeemable in perpetuity.

This law is effective as of April 1, 2003. Gift certificates issued but not yet redeemed as of this date are also to be good for seven years from the date they were issued. Once a gift certificate has been redeemed for 90% of its value or more, the consumer may elect to receive the balance of the remaining value in cash.

Note: The term “gift certificate” does not apply to pre-paid phone cards (M.G.L. c. 155D, s. 1).

Gift Cards

Inspect gift cards before buying. Verify that none of the protective stickers have been removed. Also make certain that the codes on the back of the card have not been scratched off to reveal a PIN number. Report tampered cards to the store selling the cards.

Gift cards may look like credit or debit cards, but they are not. Even if a gift card carries a Visa or Mastercard logo, the card is not a credit or debit card and does not automatically come with the same protections if it is lost or stolen.

Using the Card or Certificate

Some gift cards or certificates can be used only at the retailer’s store locations; others can be used at any retailer and online. Some large corporations own chains of different stores, and often their gift cards/certificates can be used at all chains (for example, Gap, Inc., sells gift cards that may be used to purchase merchandise from Gap, Banana Republic, Old Navy, and Piperlime). Read the fine print and make sure you understand the terms and conditions before you buy.
If you are the recipient of a gift card or certificate, make sure that you have the card’s terms and conditions, the original purchase receipt, or the gift card’s ID number. If they weren’t given along with the card/certificate, ask for them from the person who gave you the gift, and then keep them in a safe place.

**Expiration Dates**

Some gift cards have expiration dates; others let the user “reload” or add money to the balance on the card. Information about expiration dates and fees may appear on the card/certificate itself, on the accompanying sleeve or envelope, or on the issuer’s website. If you don’t see it, ask. If the information is separate from the gift, give it to the recipient with the gift to help protect the value of the card/certificate.

Under Massachusetts law, a gift certificate or a merchant credit slip (given for returned merchandise) must be redeemable for a minimum of seven years from its date of issuance. However, Federal law, allowing for the deduction of fees from gift cards and other stored value cards issued by a national bank or thrift, may allow cards to terminate in a shorter period of time – in some cases in as little as eighteen months.

If your card or certificate expires before you’ve had a chance to use it or exhaust its value, contact the issuer. The issuer may extend the date, although it may charge a fee to do so. Some issuers have stopped charging inactivity fees or imposing expiration dates, so it pays to check with the issuer to make sure you’ve got the most up-to-date information.

**Fees**

Some gift cards or certificates may have fees, such as: activation fees; transaction fees (either for all transactions, for a high number of transactions, or for certain types of transactions); monthly maintenance fees; replacement fees for lost or stolen cards/certificates; balance inquiry fees; fees for inactivity (especially for gift cards – if the card holder has not used the card over a long period of time, a fee might be deducted from the balance each month); or shipping and handling fees if the card or certificate is purchased online or by phone. Some fees may be paid in cash, but others are simply deducted from the value of the card or certificate. As noted above, if the card is issued by a national bank or thrift, federal regulations allow fees to be charged.

Before buying, consider potential purchase fees, as noted above. Also consider any potential fees for the recipient.

**For More Information**

If you have a problem with a gift card or certificate, first contact the store or financial institution from which it was issued. If the problem can’t be resolved, you may wish to file a complaint, either to see if the matter can be mediated, or to express your objection to the regulating agency.
For more detailed information about retail rights, please visit the Attorney General’s Office website, www.mass.gov/ago, and view the publication, The Attorney General’s Guide to Retail Rights. You may also contact the Attorney General’s Consumer Complaint and Information hotline at (617) 727-8400.

For cards/certificates issued by retailers:

Office of the Attorney General
www.mass.gov/ago
(617) 727-8400 Consumer Complaint and Information Hotline

Federal Trade Commission
www.ftc.gov
1-877-FTC-HELP (382-4357)

For cards issued by national banks:

Comptroller of the Currency (OCC) Customer Assistance Group
customer.assistance@occ.treas.gov
(800) 613-6743

Office of Thrift Supervision
www.ots.treas.gov
(202) 906-6000

Some of the information included in this fact sheet was obtained from the Federal Trade Commission and the Comptroller of the Currency.
Payments Related to Tenancy

A landlord may only ask for the following payments up front:

- The first month’s rent
- A security deposit to cover the cost of any damage to the apartment beyond normal wear and tear (which may not exceed the amount of one month’s rent)
- The last month’s rent (the month that will turn out to be the tenant’s last one in the apartment)
- The cost of a new lock and key for the apartment

The landlord should provide a signed receipt for any payment that is made with cash or a money order. The receipt should say the amount paid, the date the payment was made, and what the payment was for. The receipt should also include the landlord’s name, the tenant’s name, and the name of the person to whom the payment was given.

Laws Governing the Security Deposit

All security deposits must be deposited in a Massachusetts bank, in an account that collects interest, and within the first month of the tenancy. The landlord must provide the tenant with the name and address of the bank holding the security deposit, plus the actual account number. Each year, the landlord must either pay the tenant the interest on the security deposit or let the tenant deduct that amount from a rent payment.

The landlord should give the tenant a “statement of condition” within 10 days of receipt of the security deposit, which describes the condition of the apartment and any damage that exists at that time. The tenant has 15 days to add to the “statement of condition” or make changes to it. Both parties should keep copies of the final “statement of condition.” M.G.L. c. 186, § 15B.

When the tenancy ends, the landlord must return the security deposit, plus interest, within 30 days. However, the landlord may keep any unpaid rent or the amount of money needed to repair damage done to the apartment (beyond normal wear and tear). If the lease provides for it, the landlord may also deduct the tenant’s share of any increase in the landlord’s property taxes.

If the landlord must keep all or a part of the security deposit for damages, then the landlord must give the tenant a written description of the damage and an estimate of the repair cost within 30 days from the time the tenant moves out.

Laws Governing the Last Month’s Rent

If the tenant provides the landlord with the last month’s rent at the commencement of the tenancy, then the landlord must give the tenant a signed receipt. Like all receipts in the tenancy process, the receipt
should say the amount paid, the date the payment was made, what the payment was for, the landlord’s name, the tenant’s name, and the name of the person to whom the payment was given. When the tenancy ends, the tenant is entitled to any interest earned on the last month’s rent. **M.G.L. c. 186, § 15B.**

**For more information...**

For more detailed information about landlord and tenant rights, please visit the Attorney General’s Office website, [www.mass.gov/ago](http://www.mass.gov/ago), and view the publication, *The Attorney General’s Guide to Landlord/Tenant Rights*. You may also contact the Attorney General’s Consumer Complaint and Information hotline at (617) 727-8400.

**Resources**

Office of the Attorney General Consumer Protection Division  
[www.mass.gov/ago](http://www.mass.gov/ago)  
(617) 727-8400 Consumer Complaint and Information Hotline

Massachusetts Department of Housing and Community Development  
[www.mass.gov/dhcd](http://www.mass.gov/dhcd)  
(617) 573-1100

Massachusetts Housing Court  
(617) 788-6500

Massachusetts Commission Against Discrimination  
[www.mass.gov/mcad](http://www.mass.gov/mcad)  
(617) 994-6000 Boston  
(413) 739-2145 Springfield
Renting an Apartment in Massachusetts

In Massachusetts, there are many laws and regulations that govern the relationship between a landlord and a tenant, and the obligations of each party. These laws apply whether you live in or own a two-family with an apartment or a multi-family apartment building.

Before entering a rental agreement...

In addition to these laws, there are several issues that any prospective tenant and landlord should consider before entering a rental agreement:

- Does the rent cover all utilities? If the tenant is responsible for paying for the heat and hot water, the landlord should make clear whether these run on electric power, oil, natural gas, or propane. Is there is information available that will provide a prospective tenant with an idea of the annual utility costs for the apartment?

- The landlord and the prospective tenant together should check every plumbing fixture, light switch, cupboard door, and appliance to make sure they all work properly. If repairs are necessary, both parties should discuss whether the landlord will make the repairs before the tenant moves in.

- Similarly, the lease or rental agreement should include a list of all repairs that the landlord agrees to make during the tenancy, and the timeframe in which the repairs must be completed.

- Are major appliances included with the tenancy? If so, what? Is this outlined in the rental agreement?

- Is parking available? Is there a fee involved, and if so, is it included in the rental payment?

- Will the landlord or the tenant will be responsible for snow shoveled from the walks in winter? Is it plowed from the driveway or parking area? Is there a fee involved, and if so, who pays for it?

For more information...

For more detailed information about landlord and tenant rights, please visit the Attorney General’s Office website, www.mass.gov/ago, and view the publication, The Attorney General’s Guide to Landlord/Tenant Rights. You may also contact the Attorney General’s Consumer Complaint and Information hotline at (617) 727-8400.