

***BROOKLINE HEALTH DEPARTMENT
ENVIRONMENTAL HEALTH SERVICES
HOUSING INFORMATION SERIES***

FACT SHEET #12; OCCUPANT RESPONSIBILITIES
CHAPTER II, STATE SANITARY CODE

**LANDLORD / TENANT INFORMATION:
A Summary of Occupant Responsibilities**

Contains excerpts from:

**STATE SANITARY CODE ARTICLE II –105 CMR 410
Minimum Standards of Fitness for Human Habitation**

AND

**MASSACHUSETTS GENERAL LAWS CHAPTER 186 SECTION 15B
Entrance of premises prior to termination of leases**

105 CMR 410.010: Scope

- (A) No person shall occupy as owner-**occupant** or let to another for occupancy any dwelling, dwelling unit, mobile dwelling unit, or rooming unit for the purpose of living, sleeping, cooking or eating therein, which does not comply with the requirements of 105 CMR 410.000.

410.020: Definitions

Occupant means every person living or sleeping in a dwelling.

Representative or Occupant's Representative means any adult person designated and duly authorized to act on the occupant's behalf, including, but not limited to, any person or group designee from a tenant's organization or other community group.

410.352: **Occupant's** Installation and Maintenance Responsibilities

- (A) The **occupant** shall install in accordance with accepted plumbing, heating, gas fitting, and electrical wiring standards, and shall maintain free from leaks, obstructions and other defects, all occupant owned and installed equipment such as, but not limited to, refrigerators, clothes washing machines and dryers, dishwashers, stoves, garbage grinders and electrical fixtures.
- (B) Every **occupant** of a dwelling unit shall keep all toilets, wash basins, sinks, showers, bath tubs, stoves, refrigerators, and dishwashers in a clean and sanitary condition and exercise reasonable care in the proper use and operation thereof.

410.451: Egress Obstructions

The **occupant** shall be responsible for maintaining free from obstruction all means of exit leading from his/her unit and not common to the exit of any other unit.

410.452: Safe Condition

The owner shall maintain all means of egress at all times in a safe, operable condition and shall keep all exterior stairways, fire escapes, egress balconies and bridges free of snow and ice, provided, however, in those instances where a dwelling has an independent means of egress, not shared with other **occupants**, and a written letting agreement so states, the **occupant** is responsible for maintaining free of snow and ice, the means of egress under his or her exclusive use and control.

410.505: Occupant's responsibilities Respecting Structural Elements

The **occupant** shall exercise reasonable care in the use of the floors, walls, doors, windows, ceilings, staircases, porches, chimneys, and other structural elements of the dwelling.

410.550: Extermination of Insects, Rodents and Skunks

- (A) The **occupant** of a dwelling containing one dwelling unit shall maintain the unit free from all rodents, skunks, cockroaches and insect infestation, and shall be responsible for exterminating them, provided, however, that the owner shall maintain any screen, fence or other structural element necessary to keep rodents and skunks from entering the dwelling.

410.600: Storage of Garbage and Rubbish

- (D) The **occupants** of each dwelling, dwelling unit, and rooming unit shall be responsible for the proper placement of his garbage and rubbish in the receptacles required in 105 CMR 410.600 (C) or at the point of collection by the owner.

410.601: Collection of Garbage and Rubbish

...The **occupant** of a dwelling with one or two dwelling units shall be responsible for the final collection or ultimate disposal or incineration of garbage and rubbish...

410.602: Maintenance of Areas Free from Garbage and Rubbish

- (B) Dwelling Units. The **occupant** of any dwelling unit shall be responsible for maintaining in a clean and sanitary condition and free of garbage, rubbish, other filth or causes of sickness in that part of the dwelling which he/she exclusively occupies or controls.
- (C) Dwelling Containing Less than Three Dwelling Units. In a dwelling unit that contains less than three dwelling units, the **occupant** shall be responsible for maintaining in a clean and sanitary condition, free of garbage, rubbish, other filth or causes of sickness, the stairs or stairways leading to his/her dwelling unit and the landing adjacent to his dwelling unit if the stairs, stairways or landing are not used by another **occupant**.
- (D) Common Areas. In any dwelling the owner shall be responsible for maintaining in a clean and sanitary condition free of garbage, rubbish, other filth or causes of sickness that part of the dwelling which is used in common by the occupants and which is not occupied or controlled by one **occupant** exclusively.

410.620: Curtailment Prohibited

No owner or **occupant** shall cause any service, facility, equipment, or utility which is required to be made available by 105 CMR 410.000 to be removed from or shut off from any occupied dwelling except for such temporary period as may be necessary during actual repairs or alterations and where reasonable notice of curtailment of service is given to the **occupant**, or during temporary emergencies when curtailment of service is approved by the board of health. If any such service or facility that a person is required to provide by 105 CMR 410.000 or has agreed to supply by a written letting agreement becomes curtailed, that person shall take immediate steps to cause its restoration.

410.810: Access for Repairs and Alterations

Every **occupant** of a dwelling, dwelling unit, or rooming unit shall give the owner thereof, or his agent or employees, upon reasonable notice, reasonable access, if possible by appointment, to the dwelling, dwelling unit, or rooming unit for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of 105 CMR 410.

410.900: Penalties for Interference with Inspections

Any owner, **occupant**, or other person who refuses, impedes, inhibits, interferes with, restricts or obstructs entry and free access to every part of the structure, operation or premises where inspection authorized by this code is sought after a search warrant has been obtained and presented in accordance with 105 CMR 400.100 (C), shall be fined upon conviction not less than ten or more than \$500.00.

MGLc186 S.15B. Entrance of premises prior to termination of lease.

- (1) (a) No lease relating to residential real property shall contain a provision that a lessor tenant, purchaser, mortgagee or its agents, enter the premises before the termination date of such lease. A lessor may, however, enter such premises:
 - (i) in accordance with court order;
 - (ii) if the premises appear to have been abandoned by the lessee; or
 - (iii) to inspect, within the last thirty days of the tenancy of after either party has given notice to the other of intention to terminate the tenancy, the premises for the purpose of determining the amount of damage, if any, to the premises which would be cause for deduction from any security deposit held by the lessor pursuant to this section.

- (8) Any provision of a lease which conflicts with any provision if this section and any waiver by a tenant of prospective tenant of any provision of this section shall be deemed to be against public policy and therefore void and unenforceable.

Disclaimer:

- (1) Reasonable efforts have been made to assure the accuracy of this summary.
- (2) Be aware that complete and official versions of all state statutes and regulations are available through the statehouse bookstore and online at <http://www.state.ma.us>.
