

SECTION 1. DECLARATION OF EMERGENCY.

Pursuant to the authority vested in the City of Somerville by Chapter 527 of 1983, as amended by Chapter 709 of XXXX, and Chapter 218 of the Acts and Resolves of 1985, the City of Somerville finds and declares that a serious public emergency exists with respect to the housing of a substantial number of the citizens of the City of Somerville. This rental housing emergency has been created by the lack of sufficient new rental housing production, by prolonged increases in housing costs at a rate substantially exceeding increases in personal income, by increased costs of new housing construction and finance, and by recent increases in residential mortgage interest rates for some variable rate mortgages, resulting in an increase in foreclosures which is detrimental to renters. It has also been created by the effect of conversion of rental housing into condominiums or cooperatives. These forms of home ownership constitute an important and positive dimension in addressing the housing needs of the City of Somerville. However, absent sufficient new rental housing production, such conversion necessarily reduces the stock of rental housing otherwise available. A substantial and increasing shortage of rental housing, especially for the elderly, the handicapped, and persons and families of low and moderate income, has been and will continue to be the result of this emergency. Unless the available stock of rental housing, and the tenants who reside therein, receive further protection from the consequences of conversion of said accommodations to condominiums and cooperatives than the law now affords, this rental housing shortage will generate serious threats to the public health, safety, and general welfare of the citizens of the City, particularly the elderly, the handicapped, and persons and families of low and moderate income. It is therefore necessary that such emergency be dealt with immediately.

SECTION 2. This Ordinance shall be known and may be cited as the "Somerville Condominium/Cooperative Conversion Ordinance."

SECTION 3. As used in this ordinance, the following words shall, unless the context clearly requires otherwise, have the following meanings:

"condominium review board", the City of Somerville board established pursuant to Section 9 herein.

"condominium unit", a unit in a housing condominium as that term is defined in chapter one hundred and eighty-three A of the Massachusetts General Laws.

"conversion permit", the permit referred to in Section 8 herein.

"cooperative unit", a unit in a housing cooperative as set forth in chapter one hundred and fifty-seven of the Massachusetts General Laws.

"condominium or cooperative conversion eviction", an eviction of a tenant for the purpose of removing such tenant from a housing accommodation or a 2/3 family dwelling in order to facilitate the initial sale and transfer of legal title to a condominium or cooperative unit in such housing accommodation or 2/3 family dwelling to a prospective purchaser or an eviction of a tenant by any other person who has purchased a

condominium or cooperative unit in a housing accommodation or 2/3 family dwelling when the tenant whose eviction is sought was a resident of the housing accommodation or 2/3 family dwelling at the time the notice of intent to convert is given to convert the building or buildings to the condominium or cooperative form of ownership pursuant to section four or, in the case of a 2/3 family dwelling, pursuant to section five; provided, however, that the eviction of a tenant for non-payment of rent or other violation of a rental agreement shall in no event be deemed a condominium or cooperative conversion eviction. For purposes of this definition, the "initial sale and transfer of legal title" shall mean the first bona fide sale or proprietary lease for fair value; and "eviction" shall include, without limitation, any action by an owner of a housing accommodation or 2/3 family dwelling which causes substantial deprivation of a tenant's beneficial use of such housing accommodation or 2/3 family dwelling, materially impairs such tenant's beneficial enjoyment of such housing accommodation or 2/3 family dwelling, or is intended to compel such tenant to vacate or to be constructively evicted from such housing accommodation or 2/3 family dwelling. An eviction shall be presumed to be a condominium or cooperative conversion eviction if the owner has the intent to convert, as defined herein.

"convert", the initial offer, in any manner, for sale and transfer of title to any residential unit as one or more condominium units pursuant to an individual unit deed or deeds or, in the case of a cooperative, an individual proprietary lease or leases.

"elderly tenant", a tenant who is a person or group of persons residing in the same unit of a housing accommodation or 2/3 family dwelling, any one of whom has reached the age of sixty-two years or over as of the date the notice provided for hereunder is given.

"handicapped tenant", a tenant who is a person or group of persons residing in the same unit of a housing accommodation or 2/3 family dwelling any one of whom has a physical or mental impairment, as of the date the notice provided for hereunder is given, which (1) substantially limits such person's ability to care for him or herself, perform manual tasks, walk, see, hear, speak, breathe, learn or work; or (2) significantly limits the housing appropriate for such person or significantly limits such person's ability to seek new housing; or (3) would be eligible for housing for handicapped persons under the provisions of G.L. c. 121B, Section 1.

"housing accommodation", any building or buildings, structure or structures, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all services connected with the use or occupancy of such property, including two or more adjacent, adjoining, or contiguous buildings under common legal or beneficial ownership which are used in whole or in part for residential purposes and which collectively contain four or more residential units, but not including the following:

- (i) housing accommodations which the United States or the commonwealth or any authority created under the laws thereof either owns or operates;
- (ii) housing accommodations in any hospital, convent, monastery, asylum, public institution or college or school dormitory operated exclusively for charitable or educational purposes, or in any nursing or rest home for the aged;

- (iii) housing accommodations in hotels, motels, inns, tourist homes, and rooming and boarding houses which are occupied by transient guests staying for a period of fewer than fourteen consecutive days.

“household”, all persons who occupy a unit in a housing accommodation or 2/3 family dwelling, including a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share such unit.¹

“intent to convert”, the intent to make the initial sale and transfer of title to a residential unit in a housing accommodation or 2/3 family dwelling as one or more condominium or cooperative units pursuant to an individual unit deed or deeds, or, in the case of a cooperative, a proprietary lease or leases. Factors which shall be considered in determining whether an owner has the intent to convert are:

- (i) a master deed or articles of organization for the housing accommodation or 2/3 family dwelling has been prepared or recorded;
- (ii) the owner of the housing accommodation or 2/3 family dwelling has prepared or is in the process of preparing a purchase and sale agreement for the sale of any unit as a condominium or cooperative unit;
- (iii) the owner has advertised for sale any unit in the housing accommodation or 2/3 family dwelling as a condominium or cooperative unit;
- (iv) the owner has shown to any prospective purchaser a unit in the housing accommodation or 2/3 family dwelling for the sale of such unit as a condominium or cooperative unit;
- (v) the owner has made any communication, written or oral, to any person residing in the housing accommodation or 2/3 family dwelling expressly indicating an intent to sell any unit as a condominium or cooperative unit;
- (vi) the owner has had any unit in the housing accommodation or 2/3 family dwelling measured or inspected to facilitate the sale of the units as a condominium or cooperative unit;
- (vii) the owner has had the land surveyed, an engineering study performed or architectural plans prepared for the purpose of converting such housing accommodation or 2/3 family dwelling into one or more condominium or cooperative units.

“low/moderate income tenant”, a tenant who is a person or group of persons residing in the same unit of a housing accommodation or 2/3 family dwelling whose total income for the twelve months immediately preceding the date the notice provided for hereunder is given is at or below 80% of Boston Area Median Income, adjusted for household size, as published annually by the U.S. Department of Housing and Urban Development.

“notice”, the notice of intent to convert required in Section 4(a) of this ordinance.

“owner”, a person who holds title in any manner to a building or housing accommodation or 2/3 family dwelling, including without limitation, a corporation, partnership or trust, and an employee, agent, servant or other representative of such owner.

¹ “household” definition adapted from Community Development Block Grant regulations at 24 CFR 570.3.

“tenant”, a person or group of persons who are collectively entitled to occupy a unit in a housing accommodation or 2/3 family dwelling pursuant to a rental agreement written or implied, and who occupy such unit on the date that the notice required hereunder is given or should have been given.

“tenant subsidy”, any payment made by the federal or state government for or on behalf of any tenant to be applied toward the reduction of the tenant’s rental payment.

“2/3 family dwelling”, any building or buildings or structure or structures, or part thereof, or land appurtenant thereto, including two or more adjacent, adjoining, or contiguous buildings under common legal or beneficial ownership which are used in whole or in part for residential purposes and which collectively contain not less than two residential units nor more than three residential units, but not including the following:

- (i) buildings, structures, or units which the United States or the commonwealth or any authority created under the laws thereof either owns or operates;
- (ii) buildings or structures operated as, or units in, hospital, convent, monastery, asylum, public institution or college or school dormitory operated exclusively for charitable or educational purposes, or in any nursing or rest home for the aged; or
- (iii) hotels, motels, inns, tourist homes, and rooming and boarding houses which are occupied by transient guests staying for a period of fewer than fourteen consecutive days.

“ unit” or “residential unit”, the room or group of rooms within a housing accommodation or 2/3 family dwelling which is used or intended for use as a residence by one household.

SECTION 4. (a) At such time as an owner has an intent to convert a housing accommodation to the condominium or cooperative form of ownership, such owner shall give to each tenant then residing in a unit in such housing accommodation a written notice stating the following in clear and conspicuous language:

- (i) that the owner intends to file (or has filed) a master deed at the Middlesex South District Registry of Deeds or Land Registration Office in Cambridge, thereby converting the housing accommodation to a condominium; or that the owner intends to file (or has filed) articles of organization with the secretary of the commonwealth, thereby converting the housing accommodation to a cooperative; and
- (ii) that the tenant shall have one year from the date the notice is given before the tenant shall be required to vacate the housing accommodation, except that any elderly, handicapped, or low/ moderate income tenant shall have two years from the date the notice is given before such tenant shall be required to vacate the housing accommodation; and
- (iii) that the tenant shall have a period of ninety days from the date the notice is given to purchase the tenant’s unit on terms and conditions which are substantially the same as or more favorable than those which the owner intends to extend and actually extends to the public generally during the

- ninety days following the expiration of said tenant's right to purchase, as provided in Section 4(c); and
- (iv) that there is a permit review process involving a hearing before the City of Somerville Condominium/Cooperative Conversion Review Board and that the tenant has a right to attend the hearing and to present evidence as to whether the owner has or has not met the requirements of the Somerville Condominium/Cooperative Conversion Ordinance; and
 - (v) that if the tenant does not purchase the tenant's unit or another unit in the housing accommodation, the tenant has a right to relocation benefits as provided in Section 4(d); and
 - (vi) that the owner is obliged to find comparable housing for elderly, handicapped, and low or moderate income tenants as provided in Section 4(e) or the notice period will be extended for up to two additional years; and that no change may be made in the tenant's rental agreement during the notice period, except that the owner may increase the rent at the expiration of the tenancy agreement by an amount not to exceed the sum which would result by multiplying said rent by the percentage increase in the consumer price index for all urban consumers as published by the United States Department of Labor, Bureau of Labor Statistics during the calendar year immediately preceding the date of the proposed rent increase, or ten percent, whichever is less and the owner may collect real estate taxes due under a valid tax escalation clause;
 - (vii) that the tenant is entitled to an extension of the tenant's rental agreement to coincide with the period of notice, as provided in Section 4(f) of this ordinance;
 - (viii) that the tenant is entitled to freedom from unreasonable disruption as a result rehabilitation, repairs or improvements made by the owner during the period of notice, as provided in Section 4(g); and
 - (vii) that the date the notice is deemed "given" is the date on which the notice is delivered in person to the tenant or the date on which the notice is mailed to the tenant by certified or registered mail, return receipt requested, or the date of service by a deputy sheriff or constable.

Notice shall be deemed given on the date when a written notice is delivered in hand to the tenant; mailed by express mail, certified mail, or registered mail, return receipt requested; or served by a deputy sheriff or constable.

The burden of proving that a tenant is elderly, handicapped, or low or moderate income shall, if contested, rest with the tenant. The owner shall be entitled to provide the tenant with a written request to disclose whether the tenant claims to be elderly, handicapped, or low or moderate income. In the event the tenant confirms in writing that they do not claim that they are elderly, handicapped, or low or moderate income, then there shall be a rebuttable presumption that the tenant is not elderly, handicapped, or low or moderate income, which presumption shall only be overcome by clear and convincing evidence to the contrary.

If an owner intends to sell or offer for sale fewer than all of the units in a housing accommodation, the owner shall give to each tenant in a unit which the owner does not intend to sell or offer for sale within the one-year or two-year period of the notice (whichever is applicable) a notice which (a) informs such tenant of the date when the owner reasonably expects to offer the tenant's unit for sale and (b) states that, on or

about such date, the owner will give to the tenant the notice required by Section 4(a)(i)-(vii) hereunder; and thereafter, at such time as the owner is ready to offer the unit for sale, the owner shall give the tenant then occupying such unit the notice required by Section 4(a)(i)-(vii) hereunder.

If a tenant who is entitled to receive the notice of intent to convert vacates such tenant's unit before the initial sale and transfer of title to the residential unit as a condominium unit has occurred, and/or if the owner has otherwise already obtained a conversion permit for a unit which has not expired pursuant to Section (8)(a)(ii), then the owner shall give each prospective tenant of the unit written notice, prior to the inception of the tenancy, which informs such prospective tenant that the unit is being or will be offered for sale as a condominium or proprietary lease as a cooperative, but such prospective tenants shall not be entitled to the protections of this ordinance.

(b) No person shall seek or conduct a condominium or cooperative eviction in a housing accommodation until the expiration of the notice periods required under Section 4(a).

(c) An owner shall extend to a tenant who is entitled to receive notice of intent to convert an exclusive right to purchase such tenant's unit, which right shall extend for a period of ninety days, beginning on the date the tenant receives a purchase and sale agreement from the owner containing the same or more favorable terms of sale than those the owner intends to offer to the general public. The tenant may exercise the right to purchase the tenant's unit by executing such purchase and sale agreement within the ninety day period, whereupon the owner shall promptly countersign the agreement. If the tenant does not exercise the tenant's right to purchase and the tenant so notifies the owner prior to the expiration of the ninety-day period, the ninety-day period shall be deemed to have expired as of the date of the owner receives such notice. The same ninety-day right of first refusal to purchase that is provided to the tenant shall also be provided to non-profit affordable housing developers, including the Somerville Housing Authority, maintained on a list by the City of Somerville's Office of Strategic Planning and Community Development. The ninety day time period for this right of purchase shall run concurrently with the tenant's ninety day right to purchase. A non-profit entity wishing to purchase shall inform the owner of its intent to purchase within thirty days and shall execute a purchase and sale agreement within the remaining sixty days of the ninety day period. In the event that the tenant wishes to exercise his/her right to purchase, the tenant shall have priority over any non-profit entity also wishing the purchase the condominium unit. Nothing herein shall be construed to provide any right to purchase, or obligation of any Owner to sell, any Unit for an amount which is less than the amount being offered to third parties.

(d) An owner shall pay to a tenant who is entitled to receive notice of the owner's intent to convert, and who does not purchase the unit which such tenant occupies or another unit in the same housing accommodation, a relocation benefit of \$4,000.00 per unit for elderly, handicapped, or low/moderate income tenants and \$2,000.00 per unit for all other tenants. This dollar amount shall be adjusted annually in February of each year, beginning February 2009, by an amount equal to the increase in the consumer price index for all urban consumers (as published by the United States Department of Labor, Bureau of Labor Statistics) during the immediately preceding calendar year. No tenant, shall be eligible for such relocation benefits unless all rent due and payable for

said unit under the rental agreement or extension of such agreement, if any, has been paid by the tenant prior to the date on which the housing accommodation is vacated and then, only as long as the tenant voluntarily vacates the housing accommodation on or before the expiration of the notice period. However, in the event an elderly, disabled, low or moderate income tenant is seeking public or subsidized housing and requires a judgment for possession to be issued in order to obtain emergency status or other preference/priority necessary to access such housing or housing subsidy program on an expedited basis, such tenant shall continue to be entitled to the relocation benefit whether or not the tenant has vacated by the end of the notice period so long as the tenant vacates the unit within sixty days of any trial date set forth in a summary process complaint filed against the tenant, or such longer time period as agreed upon by the parties.

Relocation benefits shall be paid to the tenant within ten days after the date on which the tenant vacates the unit with the following exception: in recognition of the fact that many relocation costs must be paid in whole or in part before a tenant actually moves out, the owner shall, upon request of the tenant, make payments, up to the amount authorized by this section, directly to a moving company, realtor, storage facility, or successor landlord (upon receipt of a signed lease, tenancy at will agreement, or letter signed by the prospective landlord indicating that he/she has agreed to rent a particular unit to the tenant as of a date certain with a copy of proof of ownership).

(e) Any owner shall assist elderly, handicapped, and low or moderate income tenants who are entitled to notice of intent to convert by locating, within the two-year period of the notice to such tenants, comparable rental housing within the City of Somerville which rents, for at least the remainder of the notice period, for a sum which is equal to or less than the sum which any such tenant had been paying for the tenant's unit. The failure of the owner of such residential property to find such comparable housing shall extend the period of notice required by Section 4(a)(ii) until the owner locates such comparable rental housing, or for two additional years, whichever occurs first.

(f) An owner shall give to a tenant who is entitled to notice of intent to convert an extension of such tenant's rental agreement, whether it be a lease or a written or oral tenancy at will, until the expiration of the notice period or the ninety-day right to purchase period, whichever is later. Conversely, if the one-year or two-year notice period would expire before the expiration date of such tenant's rental agreement, then the notice period shall be extended to coincide with the expiration date of such rental agreement. The provisions of such rental agreement may not be modified by the owner except with respect to the amount of annual rent. The total increase in rent for any one year during the period of notice shall not exceed an amount equal to the sum which would result by multiplying said rent by the percentage increase in the consumer price index for all urban consumers as published by the United States Department of Labor, Bureau of Labor Statistics, during the calendar year immediately preceding the date of receipt of the notice of intent to convert, or ten percent, whichever is less; provided, however, nothing herein shall limit the right of an owner to any amounts which may be due under a valid tax escalation clause.

(g) In addition to the requirements of G.L. c. 186, §14, for so long as a tenant has the right to occupy a unit under (a) or (e) above, an owner shall not undertake rehabilitation

or improvement of the unit of a tenant entitled to notice of intent to convert hereunder unless requested by such tenant. However, where an owner has a lease entitling him or her to undertake rehabilitation or improvement of the unit, the owner shall have the right to undergo such rehabilitation or make such improvement so long as the rehabilitation or improvement does not materially interfere with the tenant's quiet enjoyment of the premises. No owner shall permit work to be done to the common areas or vacant units of a housing accommodation which creates unreasonable disruption for a tenant who is entitled to notice of intent to convert hereunder. Nothing in this section shall be read so as to prohibit or prevent an owner from making repairs to a unit where such repairs are required by the State Sanitary Code or otherwise.

(h) The rights specified in Section 4 hereunder shall vest with a tenant at the time that the owner has an intent to convert, and shall, in addition, where the owner does not intend to offer a unit for sale within the one or two-year notice period, vest with a tenant occupying a unit at the time the owner does intend to sell, as provided in the -fourth paragraph of Section 4(a).

SECTION 5. (a) At such time as an owner has an intent to convert a 2/3 family dwelling to the condominium or cooperative form of ownership, such owner shall give to each tenant then residing in a unit in such dwelling a written notice stating the following in clear and conspicuous language:

- (i) that the owner intends to file (or has filed) a master deed at the Middlesex South District Registry of Deeds or Land Registration Office in Cambridge, thereby converting the 2/3 family dwelling to a condominium; or that the owner intends to file (or has filed) articles of organization with the secretary of the commonwealth, thereby converting the 2/3 family dwelling to a cooperative; and
- (ii) that the tenant shall have six months from the date the notice is given before the tenant shall be required to vacate the housing accommodation; and
- (iii) that the tenant shall have a 90-day right to purchase the tenant's unit as provided in Section 5(c); and
- (iv) that if the tenant does not purchase the tenant's unit or another unit in the housing accommodation, the tenant has a right to relocation benefits as provided in Section 5(d); and
- (v) that there is a permit review process involving a hearing before the City of Somerville Condominium/Cooperative Conversion Review Board and that the tenant has a right to attend the hearing and to present evidence as to whether the owner has or has not met the requirements of the Somerville Condominium/Cooperative Conversion Ordinance; and
- (vi) that the tenant is entitled to an extension of the tenant's rental agreement to coincide with the period of notice, as provided in Section 5(e) ; and
- (vii) that the date the notice is deemed "given" is the date on which the notice is delivered in person to the tenant or the date on which the notice is mailed to the tenant by certified or registered mail, return receipt requested, or the date of service by a deputy sheriff or constable.

If an owner intends to sell or offer for sale fewer than all of the units in a 2/3 family dwelling, the owner shall give to each tenant in a unit which the owner does not intends to sell or offer for sale within the six month notice period a notice which (a) informs such

tenant of the date when the owner reasonably expects to offer the tenant's unit for sale and (b) states that, on or about such date, the owner will give to the tenant the six-month notice required by Section 5(a); and thereafter, at such time as the owner is ready to offer the unit for sale, the owner shall give the tenant then occupying such unit the six-month notice required by Section 5(a).

If a tenant who is entitled to receive the notice of intent of convert vacates such tenant's unit before the initial sale and transfer of title to the residential unit as a condominium unit has occurred, and/or if the owner has otherwise already obtained a conversion permit for a unit, then the owner shall give each prospective tenant of the unit written notice, prior to the inception of the tenancy, which informs such prospective tenant that the unit is being or will be offered for sale as a condominium or proprietary lease as a cooperative, but such prospective tenants shall not be entitled to the protections of this ordinance.

Notice shall be deemed given on the date when a written notice is delivered in hand to the tenant; mailed by express mail, certified mail, or registered mail, return receipt requested; or served by a deputy sheriff or constable.

The burden of proving that a tenant is elderly, handicapped, or low or moderate income shall, if contested, rest with the tenant. The owner shall be entitled to provide the tenant with a written request to disclose whether the tenant claims to be elderly, handicapped, or low or moderate income. In the event the tenant confirms in writing that they do not claim that they are elderly, handicapped, or low or moderate income, then there shall be a rebuttable presumption that the tenant is not elderly, handicapped, or low or moderate income, which presumption shall only be overcome by clear and convincing evidence to the contrary.

(b) No person shall seek or conduct a condominium or cooperative eviction in a 2/3 family dwelling until the expiration of the notice periods required under Section 5(a).

(c) An owner shall extend to a tenant who is entitled to receive notice of intent to convert an exclusive right to purchase such tenant's unit, which right shall extend for a period of ninety days, beginning on the date the tenant receives a purchase and sale agreement from the owner containing the same or more favorable terms of sale than those the owner intends to offer to the general public. The tenant may exercise the right to purchase the tenant's unit by executing such purchase and sale agreement within the ninety day period, whereupon the owner shall promptly countersign the agreement. If the tenant does not exercise the tenant's right to purchase and the tenant so notifies the owner prior to the expiration of the ninety-day period, the ninety-day period shall be deemed to have expired as of the date of the owner receives such notice. The same ninety-day right of purchase that is provided to the tenant shall also be provided to non-profit affordable housing developers, including the Somerville Housing Authority, maintained on a list by the City of Somerville's Office of Strategic Planning and Community Development. The ninety day time period for this right of purchase shall run concurrently with the tenant's ninety day right to purchase. A non-profit entity wishing to purchase shall inform the owner of its intent to purchase within thirty days and shall execute a purchase and sale agreement within the remaining sixty days of the ninety day period. In the event that the tenant wishes to exercise his/her right to purchase, the tenant shall have priority over any non-profit entity also wishing the purchase the condominium unit. Nothing herein shall be construed to provide any right to purchase,

or obligation of any Owner to sell, any Unit for an amount which is less than the amount being offered to third parties.

(d) An owner shall pay to a tenant who is entitled to receive the six-month notice under Section 5(a) and who does not purchase the unit which such tenant occupies or another unit in the same 2/3 family dwelling, a relocation benefit of \$2,000.00 per unit. This dollar amount shall be adjusted annually in February of each year, beginning February 2009, by an amount equal to the increase in the consumer price index for all urban consumers (as published by the United States Department of Labor, Bureau of Labor Statistics) during the immediately preceding calendar year. No tenant, shall be eligible for such relocation benefits unless all rent due and payable for said unit under the rental agreement or extension of such agreement, if any, has been paid by the tenant prior to the date on which the housing accommodation is vacated and then, only as long as the tenant voluntarily vacates the housing accommodation on or before the expiration of the notice period. However, in the event an elderly, disabled, low or moderate income tenant is seeking public or subsidized housing and requires a judgment for possession to be issued in order to obtain emergency status or other preference/priority necessary to access such housing or housing subsidy program on an expedited basis, such tenant shall continue to be entitled to the relocation benefit whether or not the tenant has vacated by the end of the notice period so long as the tenant vacates the unit within sixty days of any trial date set forth in a summary process complaint filed against the tenant, or such longer time period as agreed upon by the parties.

Relocation benefits shall be paid to the tenant within ten days after the date on which the tenant vacates the unit with the following exception: in recognition of the fact that many relocation costs must be paid in whole or in part before a tenant actually moves out, the owner shall, upon request of an elderly, handicapped, or low/moderate income tenant, make payments, up to the amount authorized by this section, directly to a moving company, realtor, storage facility, or successor landlord (upon receipt of a signed lease, tenancy at will agreement or letter signed by the prospective landlord indicating that he/she has agreed to rent a particular unit to the tenant as of a date certain with proof of ownership).

(e) An owner shall give to a tenant who is entitled to the six-month notice of intent to convert under Section 5(a) an extension of such tenant's rental agreement, whether it be a lease or a written or oral tenancy at will, until the expiration of the notice period. Conversely, if the six-month notice period would expire before the expiration date of such tenant's rental agreement, then the notice period shall be extended to coincide with the expiration date of such rental agreement. The provisions of such rental agreement may not be modified by the owner except with respect to the amount of annual rent. The total increase in rent for any one year during the period of notice shall not exceed an amount equal to the sum which would result by multiplying said rent by the percentage increase in the consumer price index for all urban consumers as published by the United States Department of Labor, Bureau of Labor Statistics, during the calendar year immediately preceding the date of receipt of the notice of intent to convert, or ten percent, whichever is less; provided, however, nothing herein shall limit the right of an owner to any amounts which may be due under a valid tax escalation clause.

(f) In addition to the requirements of G.L. c. 186, §14, for so long as a tenant has the right to occupy a unit under (a) or (e) above, an owner shall not undertake rehabilitation or improvement of the unit of a tenant entitled to notice of intent to convert hereunder unless requested by such tenant. However, where an owner has a lease entitling him or her to undertake rehabilitation or improvement of the unit, the owner shall have the right to undergo such rehabilitation or make such improvement so long as the rehabilitation or improvement does not materially interfere with the tenant's quiet enjoyment of the premises. No owner shall permit work to be done to the common areas or vacant units of a housing accommodation which creates unreasonable disruption for a tenant who is entitled to notice of intent to convert hereunder. Nothing in this section shall be read so as to prohibit or prevent an owner from making repairs to a unit where such repairs are required by the State Sanitary Code or otherwise.

(g) The rights specified in this Section 5 (a) through (f) shall vest with a tenant at the time that the owner has an intent to convert, and shall, in addition, where the owner does not intend to offer a unit for sale within the six-month notice period, vest with a tenant occupying a unit at the time the owner does intend to sell, as provided in the second paragraph of Section 5(a).

SECTION 6. Any owner who violates any provisions of this ordinance shall be punished by a fine of not less than one thousand dollars. Each violation shall constitute a separate offense. In addition, a tenant who is entitled to the protections of this act shall have a civil cause of action and, if the tenant prevails, the tenant shall be entitled to actual and consequential damages or one month's rent, whichever is greater, plus costs and reasonable attorney's fees.

Any violation of this ordinance by an owner shall not affect the validity of a conveyance of a condominium unit or an interest in a housing cooperative to a purchaser for value who has no knowledge of the violation.

The Somerville District Court and the Middlesex Superior Court shall have jurisdiction over an action arising from any violation of this ordinance and shall have jurisdiction in equity to restrain any such violation.

SECTION 7A. In the case of any housing accommodation for which the one- or two-year notice required under City of Somerville Ordinance 1985-9 was given prior to the adoption of this ordinance, the period of notice shall be deemed to have commenced on the date the notice was received by the tenant.

SECTION 7B. The provisions of this ordinance shall not be applicable:

(a) to any unit in a housing accommodation converted to the condominium or cooperative form of ownership for which, on or before the date of adoption of this ordinance, a master deed has been recorded or articles of organization have been filed, and a deed or, in the case of a cooperative, a proprietary lease, conveying the unit to a bona fide purchaser for value (as evidenced by a cancelled check or its equivalent establishing said value), who intends to occupy such unit as a principal residence, has been recorded (in the case of such deed) at the Middlesex South District Registry of Deeds; or

(b) to any housing accommodation converted to the condominium or cooperative form of ownership for which, on or before the date of adoption of this ordinance, a master deed has been recorded or articles of organization have been filed and, for not less than one-third of the units in such condominium or cooperative, purchase and sale agreements have been executed by, or deeds or proprietary leases have been conveyed to, bona fide purchasers for value who intend to occupy such units as a principal residence, and in the case of a deed, the deed has been recorded at the Middlesex South District Registry of Deeds; or

(c) to any 2/3 family dwelling converted to the condominium or cooperative form of ownership before the date of adoption of this ordinance.

SECTION 8.

(a) Any owner who has an intent to convert a housing accommodation or 2/3 family dwelling shall obtain a permit ("Conversion Permit") for each unit in such housing accommodation or 2/3 family dwelling.

(i) The Conversion Permit fee shall be \$750.00 per unit.

(ii) A Conversion Permit shall lapse and the owner shall reapply for a new Permit subject to the then current provisions of this Ordinance or any successor Ordinance in the case of either of the following: (1) the owner has failed to file a Master Deed within one year of the date on which the Conversion Permit has been granted; or (2) the unit for which a Conversion Permit has been granted has not been sold to a bona fide purchaser or leased by proprietary lease to a bona fide lessee within five (5) years after the date of the granting of said Permit, except that in the event that the owner is required to seek a new permit he or she shall not be required to pay any additional administrative fee for seeking such permit.

SECTION 9.

(a) There is hereby established a condominium/cooperative conversion review board ("Review Board") to consist of five members, all of whom shall be City of Somerville residents. The failure of a Review Board member to reside in Somerville shall result in automatic termination of membership. Review Board members shall serve staggered terms of three (3) years each. The Review Board shall include two homeowners, two tenants, and one elderly, handicapped, or low or moderate income person, who may be either a homeowner or a tenant.

(b) Review Board members shall be appointed by the Mayor, subject to confirmation by the Board of Aldermen. For good cause shown, a Review Board member may be removed by the Mayor prior to the expiration of such member's term of office. Members of the Review Board shall receive such annual compensation as the Mayor shall propose and the Board of Aldermen shall approve.

(c) The Review Board shall have the power to enforce the provisions of this ordinance and shall be responsible for promulgating such policies and procedures as it may deem advisable in furtherance of its purposes. The Review Board may adopt rules and regulations by majority vote. Without limiting the generality of the foregoing, the

Review Board shall be responsible for developing administrative forms (including a form of notice for 4+ housing accommodations and for 2/3 family dwellings which shall be used by owners), conducting hearings, and granting or denying Conversion Permits.

(d) Granting or Denying Conversion Permits/Public Hearing:

A Conversion Permit shall be granted where all documents required by the Review Board have been submitted and the Review Board has made a determination at a public hearing, of which notice has been provided to tenants as required by paragraph (f) below, that the requirements of (i) Sections 4 (a) through (h) in the case of a housing accommodation, or (ii) Sections 5(a) through (g) in the case of a 2/3 family dwelling have been met. The Review Board may deny a Conversion Permit where documentation is incomplete in any material respect. The Review Board shall deny a Conversion Permit where it has made a determination that any document or statement is false in any material respect, and the Review Board may revoke a Conversion Permit previously granted where it makes a determination that any document or statement was false in any material respect at the time of the Review Board's decision to grant the Conversion Permit. The Review Board shall have the power to require the submission of additional documentation, including without limitation, purchase and sale agreements, deeds, agreements with real estate brokers, and/or cancelled checks, if in the Review Board's reasonable judgment, such documentation is necessary to ensure the fairness of its deliberations. The Review Board may, in its discretion, continue a hearing either at the request of one or both parties or, in the case of conflicting evidence, to obtain further information. A decision shall be rendered by the Review Board within forty-five days of the close of the public hearing. At the request of an owner, the Review Board shall conduct a preliminary public hearing, with notice to tenants as provided in paragraph (f) below, for the purpose of determining whether the notice required Section 4(a) or 5(a), whichever is applicable, has met the requirements of this Ordinance as to content and service, but a Conversion Permit shall not be issued until the final public hearing described above, at which the Review Board has determined that all other requirements of this Ordinance have been met.

(e) In addition to other documentation required for a Conversion Permit, an owner applying for a Permit shall submit with the application a complete list of names and addresses of (i) current tenants; (ii) former tenants who vacated during the previous twelve months; (iii) any tenant who was evicted during the previous twelve months along with a copy of the summons and complaint; and (iv) any tenants who received a notice to quit or a notice of rent increase during the previous twelve months, with a copy of the notice to quit and/or the notice of rent increase.

(f) The Review Board shall be responsible for giving written notice to the tenants described in paragraph (e) above stating the date, time, and place of any public hearing regarding the housing accommodation or 2/3 family dwelling in which such tenants reside or formerly resided. Tenants may waive any or all rights under this Ordinance by executing and providing to the Review Board a written waiver in the form provided by the Review Board.

(g) Review Board members shall be deemed public employees for purposes of G.L. c. 258. Review Board members shall be deemed special municipal employees for purposes of G.L. c. 268A, and a Review Board member shall recuse himself or herself from hearing any matter regarding which he or she has a conflict of interest.

