

# Tenant Rights During Condominium Conversion:

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**ALL tenants are protected and have rights under the Condominium Conversion Ordinance. The rights below apply to tenants living in rental units that the owner is seeking to convert to condominium units.**

## **Right to Proper Notice**

Tenants must be provided Notice of an application for Condominium Conversion by one of the following methods: delivered in person in the presence of a witness or with the tenant's acknowledgement of receipt, sent by certified or registered mail, return receipt requested, or served by a deputy sheriff or constable.

## **Right to Continued Occupancy (Notice Period)**

Tenants have the right to stay as a tenant in their rental unit for one year from the date they receive Notice. If a tenant is elderly, disabled or low-/moderate-income<sup>1</sup>, they have the right to remain as a tenant in their rental unit for five years from the date they receive Notice. Tenants are entitled to the notice period whether their rental agreement is a lease or a month-to-month tenancy at-will. If your owner contests that you are elderly, disabled or low-/moderate income you may need to provide them with verification of your status.

## **Right to Extend Terms of Rental Agreement**

If the one-year or five-year Notice period referred to above is longer than the term of your tenancy in your rental agreement, then the Landlord **must** extend the term of your tenancy to coincide with the expiration of the Notice period.

## **Right to Purchase**

Tenants have the right to purchase their rental unit *before* it goes on the market in 'as is' condition at a fair price. If a tenant is unable to purchase their unit or does not wish to purchase their unit, the City or a designee may purchase the unit for the purposes of maintaining the unit as affordable housing. Please contact Hannah Carrillo at 617-625-6600 x. 2575 with any questions regarding the City or designee right to purchase.

## **Right to Terminate Tenancy**

Tenants have the right to terminate their rental agreement without penalty so long as they give written notice to the Owner at least thirty (30) days before they leave. A property owner cannot terminate your tenancy during the notice period except in the event of non-payment of rent or other substantial violation of your rental agreement.

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<sup>1</sup> Definitions of each of these categories are on page 3

### **Renovation During the Notice Period**

Tenants are entitled to freedom from unreasonable disruption as a result of rehabilitation, repairs or improvements. The owner may only make repairs in your unit if such repairs are **required** by the State Sanitary or Building Codes and owners are required to provide at least 48 hours' notice to tenants prior to entering the unit for repairs. Other renovations or improvements to your unit may only be undertaken with your **express written consent**. Owners may renovate common areas or vacant units, but they *must* comply with Condominium Conversion Ordinance rules regarding how and when such renovations can be performed. Please contact Hannah Carrillo at 617-625-6600 x. 2575 for more information or with any questions or concerns.

### **Right to Housing Search Assistance**

A tenant who is elderly, disabled or low-/moderate-income is entitled to help from the property owner in finding a comparable apartment in Somerville unless they are exempt from this housing search requirement. An owner is exempt from this housing search requirement if (1) they have been renting their unit at or below the Somerville Housing Authority Section 8 payment standards; **and** (2) they have limited rent increases to less than 5% annually for the past three years. If an owner is required to provide housing search assistance and fails to do so, the tenant will be entitled to an additional two years of protections. Information on SHA payment standards can be found here: <http://sha-web.org/section8.aspx>

### **Right to Relocation Benefits**

If a tenant does not purchase their rental unit or another rental unit in the building, they have the right to a relocation payment in the amount of \$6,000.00/unit or \$10,000.00/unit if they are elderly, disabled or low-/moderate-income if they vacate the unit within the Notice period. Relocation payments must be paid within ten days after a tenant vacates the unit. However, if a tenant needs these funds in advance in order to relocate, the owner must make payments directly to the moving company, realtor, storage facility or new landlord before the tenant moves, upon request and once verification of the new apartment is provided.

**Please note:** If the owner receives **written** notice from a tenant indicating that they are vacating the unit **before** the owner forms the intent to convert to condominium units, the owner is not required to pay relocation expenses.

### **Right to Hearing Notice**

Any tenant who has received Notice is also entitled to receive notice of **any and all** hearings that are scheduled by the Condominium Review Board where their unit is on the agenda. This notice will include the date, time and location of the hearing. Tenants are not required to attend this hearing, but are welcome to and may provide the Review Board with any information regarding the application they feel is relevant. **If you plan to attend this hearing and need an interpreter please contact Hannah Carrillo at 617-625-6600 Ext. 2575 as soon as possible.**

## **Right to Request a Hearing**

If at any point any party (tenant or owner) feels the other is not complying with the requirements of the Condominium Conversion Ordinance, they may request the Board schedule a compliance hearing to review the matter. Whichever party requests the hearing must attend, and the other party may attend. Both parties will be notified of such hearings. Once a hearing is scheduled, you will be notified of the location, time and date of the hearing by the Condominium Review Board. Please contact Hannah Carrillo at 617-625-6600 x. 2575 with any questions on scheduling a compliance hearing. **If you need an interpreter please contact Hannah Carrillo at 617-625-6600 Ext. 2575 as soon as possible.**

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The Condominium Conversion Ordinance can be found on the City of Somerville website at: <https://www.somervillema.gov/departments/condominium-review-board>. A copy may also be provided upon request.

If you have any questions or concerns, please call Hannah Carrillo at 617-625-6600 x. 2575 or email at [hcarrillo@somervillema.gov](mailto:hcarrillo@somervillema.gov).

### **Below are the definitions of disabled, elderly and low-moderate income:**

**Disabled tenant-** a tenant who has a physical or mental impairment as of the date the notice was provided for should have been provided, which (1) substantially limits such person’s ability to care for themselves, 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) meet the disability related provisions contained within the definition of “handicapped persons of low income” in G.L. c. 121B § 1.

**Elderly tenant-** A tenant who is **65** years or over as of the date the notice was or should have been given.

**Low-/Moderate Income tenant:** If the combined income of your household for the past 12 months was below the income limit value that corresponds to your household size in the table below, your household is low-/moderate-income:

HUD Boston PMSA Income Limits – FY19								
Household Size	1	2	3	4	5	6	7	8
Income Limit	\$62,450	\$71,400	\$80,300	\$89,200	\$96,350	\$103,500	\$110,650	\$117,750

