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**CITY OF BOSTON
IN CITY COUNCIL**



**AN ORDINANCE EXTENDING AND ENHANCING
PROTECTIONS FOR TENANTS FACING DISPLACEMENT BY
CONDOMINIUM OR COOPERATIVE CONVERSION**

WHEREAS, In accordance with St. 1983, c. 527, the current conditions in the City of Boston continue to constitute an acute rental housing emergency requiring action by the City due to the high prices of condominiums and rents; and,

WHEREAS, The high cost of new housing construction, and the reduction of rental housing stock through the conversion of rental housing units into condominiums or cooperatives is resulting in the continuing threat of displacement to existing tenants; and,

WHEREAS, Stronger condominium or cooperative conversion laws would help fight against displacement of persons of low and moderate income, elderly persons, disabled persons, those with rental assistance, and aide in the ability of tenants to secure more forms of affordable housing; and,

WHEREAS, Therefore, it is necessary to extend certain protections for tenants facing displacement by condominium or cooperative conversion first enacted by Chapter 8 of the Ordinances of 1999, and previously extended by the City Council in 2004, 2009, 2014, 2019, and 2020; *NOW, THEREFORE BE IT*

ORDERED, That the Boston City Council submit this ordinance to amend the City of Boston Code, pursuant to the City's authority and under St. 1983, c. 527, to extend and enhance protections for tenants facing displacement by condominium or cooperative conversion.

Filed in Boston City Council: January 25, 2021

Be it ordained by the City Council of Boston, as follows:

SECTION 1.

City of Boston Code, Ordinances, Chapter X is hereby amended by deleting Section 10-2.1 in its entirety and replacing it with the following:

10-2.1 Definitions

When used in this section, unless the context otherwise requires, the following terms shall have the following meanings:

a. Condominium or Cooperative Conversion shall mean the initial sale or transfer of legal title to a housing accommodation and the recording of the master deed or articles of organization pursuant to Chapters 156B, 157, 157B, or 183A of the General Laws. As used herein, such term shall also mean any activity by a landlord, developer, investor or other persons which would result, is intended to result, or does result in a change in the form of ownership of any housing accommodation to a condominium or cooperative unit, whether by conversion of an existing housing accommodation or through demolition and construction of a new accommodation, or in the sale or transfer of legal title of any housing accommodation as a condominium or cooperative unit, and shall include the transfer, sale, marketing, advertisement, or Boston Redevelopment Authority, City of Boston Zoning Commission, or City of Boston Zoning Board of Appeals approval of any housing accommodation as a condominium or cooperative unit.

b. Condominium or Cooperative Conversion Eviction shall mean:

(i) an eviction of a tenant for the purpose of removing such tenant from a housing accommodation in order to facilitate the initial sale and transfer of legal title to a condominium or cooperative unit in such housing accommodation to a prospective purchaser; or

(ii) an eviction of a tenant by any other person who has purchased a condominium or cooperative unit in a housing accommodation when the tenant whose eviction is sought was a resident of the housing accommodation at the time the notice of intent to convert is given or should have been given to convert the housing accommodation to the condominium or cooperative form of ownership pursuant to this ordinance. However, the eviction of a tenant for non-payment of rent or other substantial violation of a rental agreement shall in no event be deemed a condominium or cooperative conversion eviction, as long as the landlord would have taken the same action at the same time whether or not the landlord was converting the housing accommodation to the condominium or cooperative form of ownership.

If a landlord intends to transfer the housing accommodation to a prospective purchaser where the landlord knows or should have known that the prospective purchaser intends to convert the housing accommodation to a condominium or cooperative unit, and such prior landlord seeks to evict the tenant in anticipation of conversion, such eviction shall be deemed to be a condominium or cooperative conversion eviction for the purpose of this section.

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 market value and “eviction” shall include, without limitation, any action by a landlord of a housing accommodation which causes substantial deprivation of a tenant’s beneficial use of such housing accommodation, materially impairs such tenant’s beneficial enjoyment of such housing accommodation, or is intended to compel such tenant to vacate or be constructively evicted from such housing accommodation. An eviction shall be presumed to be a condominium or cooperative conversion eviction if the landlord has the intent to convert, as defined below.

c. *Condominium Unit* shall mean as defined in section 3 of chapter 527 of the acts of 1983.

d. *Conversion Permit* shall mean the permit granted by the Inspectional Services Department to the person or entity who intends to convert a housing accommodation into a condominium or cooperative unit, allowing the person who intends to make the initial sale and transfer of title to a residential unit in a housing accommodation 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.

e. *Conversion Plan* shall mean the plan approved by the Office of Housing Stability which details tenants’ rights, landlord’s responsibilities, and requirements needed to apply for a Conversion Permit.

f. *Convert* shall mean 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.

g. *Cooperative Unit* shall mean a unit in a housing cooperative as set forth in G. L. c. 157.

h. *Disabled tenant* shall mean tenant or tenant household in which at least one (1) member has a physical or mental impairment, as of the date of the receipt of any notice provided for hereunder is given or should have been given, or the exercising of any right, whichever may occur later, under this ordinance, which (1) substantially limits such person’s ability to care for them or 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, sec. 1. provided, a condition of dependency on alcohol or any controlled substance shall not be the basis of a determination of a disability.

i. *Elderly tenant* shall mean a tenant or tenant household in which at least one (1) member is at least sixty-two (62) years of age as of the date of receipt of any notice or the exercising of any right, whichever may occur later, under this section.

j. *Housing Accommodations* shall mean 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, within the City, including without limitation, houses, apartments, condominium units, cooperative units, rooming or boarding house units, and other properties used for living or dwelling purposes, together with all services connected with the use or occupancy of such property, provided however, that mobile homes, trailers, or trailer or mobile home lots in mobile home parks, and publicly owned dwelling units shall not be subject to this section, but shall continue to be subject to the protections contained in City of Boston Code, Chapter X, Section [10-2.2](#), and that to the extent such housing accommodations are publicly owned housing, publicly subsidized housing, or Federally assisted housing within the meaning of G.L. c. 40P, § 3(c), such that the City of Boston may have continued rent control enabling authority for such housing accommodation, such housing accommodation shall not be subject to this Ordinance, but shall continue to be subject to the protections contained in City of Boston Code, Chapter X, Section [10-2](#), and [10-3](#) that the following shall not be contained within the definition of housing accommodations for the purpose of this section:

1. Housing accommodations which the United States or the Commonwealth of Massachusetts or any authority created under the laws thereof either owns or operates;
2. 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;
3. Buildings containing fewer than four (4) residential units, except for buildings which are part of a housing development as defined herein;
4. 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 (14) consecutive calendar days;
5. Housing accommodations which are converted to a limited equity housing cooperative organized and operated primarily for the benefit of low to moderate income persons, and whose equity, after allowance for the maximum transfer value of its stock, is dedicated through

recorded deed restrictions to providing housing to persons of low and moderate income for a period of no less than thirty (30) years.

6. Subsidized housing accommodations which are to be converted to a condominium structure in order to enable the necessary financing to retain, replace, or augment the subsidized housing units.

In addition, the following housing accommodations, while within the definition contained in St. 1983, c. 527, as amended, shall only be subject to the provisions or requirements contained in St. 1983, c. 527, as amended, to the extent not exempted under subsection 10-2.1h, 1-5 above, and not to the additional provisions or requirements contained in this section: (1) Housing accommodations constructed, or created by conversion from a non-housing to a housing use, on or after November 30, 1983; (2) housing accommodations which were constructed or substantially rehabilitated pursuant to any federal mortgage insurance program, without any interest subsidy or tenant subsidy or tenant subsidy attached thereto; and (3) housing accommodations financed through the Massachusetts Housing Finance Agency, with an interest subsidy attached thereto.

k. *Housing Development* shall mean as defined in section 3 of chapter 527 of the acts of 1983, as amended by section 5 of chapter 709 of the acts of 1989.

l. *Housing Services* shall mean services of facilities provided by a landlord or required by law or by the terms of a rental housing agreement to be provided by a landlord to a tenant in connection with the use and occupancy of any housing accommodation, including without limitation, services, furniture, furnishings, and equipment; repairs, decorating, and maintenance; provision of light, heat, hot water, cold water, telephone and elevator service; kitchen, bath, and laundry facilities and privileges; use of halls, corridors, stairs, common rooms, yards and other common areas; maid service, linen service, janitorial service, removal of refuse, parking facilities, and any other benefit, privilege, or facility connected with the use or occupancy of any housing accommodation. Housing services to a housing accommodation shall include a proportionate share of the services provided to common facilities of the building in which the housing accommodation is located.

m. *Intent to Convert*, shall mean the intent to make the initial sale and transfer of title to a residential unit in a housing accommodation 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 that indicate such an intent to convert which shall be considered in determining whether a landlord has the intent to convert are:

(i) a master deed or articles of organization for the housing accommodation has been prepared or recorded;

(ii) the landlord of the housing accommodation 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 landlord has advertised for sale any unit in the housing accommodation as a condominium or cooperative unit;

(iv) the landlord has shown to any prospective purchaser a unit in the housing accommodation for the sale of such unit as a condominium or cooperative unit;

(v) the landlord has made any communication, written or oral, to any person residing in the housing accommodation expressly indicating an intent to sell any unit as a condominium or cooperative unit;

(vi) The landlord has had any unit in the housing accommodation measured or inspected to facilitate the sale of the unit as a condominium or cooperative unit;

(vii) The landlord has had the land surveyed, an engineering study performed or architectural plans prepared for the purpose of converting such housing accommodation into one or more condominium or cooperative units;

(viii) retaining a real estate agent for the sale of the converted unit;

(ix) retaining an attorney for the purpose of pursuing a conversion; and

(x) The landlord has submitted documentation to the Boston Redevelopment Authority as part of the development review process under City of Boston Zoning Code Article 80-B (large project review), Article 80-C (planned development area review), or Article 80-E (small project review) identifying the project as containing a condominium or cooperative use.

n. *Interest Subsidy* shall mean any payment made by a federal or state government to reduce the effective interest rate payable by a mortgagor.

o. *ISD* shall mean the City of Boston Inspectional Services Department.

p. *Landlord* shall mean the individual who holds title to any housing accommodation in any manner, including without limitation, a partnership, corporation, or trust. For purposes of this ordinance, the rights and duties of the landlord hereunder shall be the obligation of anyone who manages, controls, or customarily accepts rent on behalf of the landlord.

q. *Low or Moderate Income tenant* shall mean a tenant or group of tenants, all of whom occupy the same dwelling unit, whose total income for the twelve (12) months immediately preceding the date of the notice provided for hereunder is given or shown to have been given, or

the exercising of any right, whichever may occur later, is not more than eighty (80%) percent of the area median income, adjusted for household size, as published annually by the United States Department of Housing and Urban Development.

r. *The Office of Housing Stability, or "OHS"* shall mean the Office of Housing Stability, a division within the City of Boston Department of Neighborhood Development charged with a number of responsibilities that include, but are not limited to, helping tenants and landlords understand their rights and responsibilities under State and local landlord-tenant laws, and providing assistance to support renter households who are at risk of displacement due to fires, evictions, and other physical, economic, or health circumstances.

s. *Rent* shall mean the consideration, including without limitation, all bonuses, benefits, gratuities, or charges contingent or otherwise, demanded or received for, or in connection with, the use or occupancy of a housing accommodation, for housing services, or for the transfer of a lease of a housing accommodation.

t. *Rental Housing Agreement* shall mean an agreement, oral, written, or implied, between a landlord and a tenant for the use and occupancy of a housing accommodation and for housing services.

u. *Tenant* shall mean a tenant, subtenant, lessee, sub-lessee, or other person, entitled under the terms of a rental housing agreement to the use and occupancy of any housing accommodation.

v. *Unit* shall mean as defined in section 3 of chapter 527 of the acts of 1983, as amended by section 7 of chapter 709 of the acts of 1989.

SECTION 2.

City of Boston Code, Ordinances, Chapter X is hereby amended by deleting Section 10-2.10 in its entirety and replacing it with the following:

10-2.10 Condominium and Cooperative Conversion

a. No person shall convert a housing accommodation, or engage in a condominium or cooperative conversion eviction, or sell a unit for immediate occupancy by the purchasing landlord until they have:

1. Provided notice of conversion to tenants as required by this section;
2. Filed a Conversion Plan with OHS;
3. Provided benefits to tenants as required by this section and set forth in conversion plan; and

4. Obtained a Conversion Permit from ISD pursuant to this section.

b. *Required Notice.*

1. A landlord who has an intent to convert any housing accommodation shall give written notice of intent to convert to each tenant then residing in a unit in such housing accommodation. The notice shall be provided using a model notice form created by the OHS and made available on the internet. A copy of the notice provided to each tenant shall be filed with the OHS promptly after it is delivered to a tenant. The notice delivered to a tenant shall be translated into the tenant's primary language, if a need for such translation has been identified or is otherwise apparent to a reasonable person. The notice shall be deemed given on the date when the notice is delivered in person to the tenant or the date on which the notice is received by the tenant after being sent by certified or registered mail, return receipt requested, or the date of service by a deputy sheriff or constable.

2. Notice of the intent to convert shall be given to the tenant at least one year before the landlord will seek to have the tenant vacate the unit in the housing accommodation. However, where a unit in a housing accommodation is occupied by an elderly, disabled, or low or moderate income tenant, notice of intent to convert shall be given to the tenant at least five years before the landlord will seek to have the tenant vacate the unit in the housing accommodation

(i) Except where a tenant has previously been determined to be elderly, disabled, or low or moderate income under prior rent control or condominium conversion laws, the burden of proving that a tenant is elderly, disabled, or low or moderate income shall, if contested, rest with the tenant. The landlord shall be entitled to provide the tenant with a written request to disclose whether the tenant claims to be elderly, disabled or low to moderate income. In the event the tenant confirms in writing that they do not claim that they are elderly, disabled, or low or moderate income, then there shall be a rebuttable presumption that the tenant is not elderly, disabled, or low or moderate income, which presumption shall only be overcome by clear and convincing evidence to the contrary. Any tenant may request that the OHS assist the tenant in establishing eligibility for extended protections on account of age, disability, or status as a low- or moderate-income household, and the OHS's determination of whether a tenant qualifies will be incorporated into its approval of a conversion plan as provided below.

3. The notice shall state the following in clear and conspicuous language:

(i) That the landlord intends to convert their housing accommodation into a condominium or cooperative unit; and

(ii) That the tenant shall have one year from the date the notice is given, or until the end of the lease term, whichever is greater, before the tenant shall be required to vacate the housing accommodation, except that any elderly, disabled, or low or moderate income tenant shall have five years from the date the notice is given before such tenant shall be required to vacate the housing accommodation; and

(iii) That, except as set forth below, the tenant shall be offered the opportunity to purchase the unit on terms and conditions which are substantially the same as or more favorable than those which the landlord will offer the unit for sale to the public; and

(iv) That the landlord will have to apply for and have a Conversion Plan approved by the OHS, and will be required to apply for and received a condominium Conversion Permit before a Housing Accommodation may be sold.

(v) If at any point, including at the end of the applicable notice period, a tenant or a landlord believes that the other has not complied with their obligations under this ordinance, the tenant or landlord may request a hearing before the OHS or ISD, whichever is applicable.

(vi) 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 of \$10,000 or \$15,000, depending on their eligibility status; and

(vii) That the landlord is obligated to assist any elderly, disabled, and low or moderate income tenants in finding comparable housing; and

(viii) That the tenant is entitled to an extension of the tenant's rental agreement to coincide with the period of notice; and

(ix) That the tenant is entitled to freedom from unreasonable disruption and breach of quiet enjoyment as a result of rehabilitation, repairs or improvements made by the landlord during the period of notice; and

(x) 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 received by the tenant after being sent by certified or registered mail, return receipt requested, or the date of service by a deputy sheriff or constable.

c. Rights of Tenants

1. *Extension of Rental Housing Agreement; Limitations on Rent Increases During Notice Period.* For any tenant whose current rental housing agreement expires before the end of the one

or five year notice period to which they are entitled under this ordinance, the landlord shall extend the tenant's rental housing agreement for the entire length of the required notice period. The provisions of such extended rental housing agreement may not be modified from the existing terms, except that the amount of annual rent may be increased by ten (10%) percent, or the percentage increase in the consumer price index during the calendar year immediately preceding the date upon which such rental housing agreement is extended, whichever is less.

2. *Relocation Benefit.* Any tenant who receives or is entitled to receive a notice pursuant to this subsection, who chooses not to exercise the right to purchase the unit he or she occupies pursuant to paragraph f. of this subsection or who does not purchase another unit or units in the same building or buildings, or in the instance where there is a demolition and new construction, in the newly constructed building, shall, upon vacating said unit within the appropriate notice period as established by paragraph a., be paid by the landlord a relocation expense allowance of ten thousand dollars (\$10,000.00) per housing accommodation; provided, however, that if such housing accommodation is occupied in whole or in part by a disabled, elderly, or low or moderate income tenant, the relocation expense allowance shall be fifteen thousand dollars (\$15,000.00). Such relocation benefits shall be payable within ten (10) days after the date on which the tenant vacates the housing accommodation occupied by him/her, provided, in recognition of the fact that many relocation costs must be paid in whole or in part before a tenant actually moves out, the landlord may 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 they have agreed to rent a particular unit to the tenant as of a date certain with a copy of proof of ownership), or to a utility company or housing voucher administrator in order to satisfy exists arrearages, prior to the date on which they vacate the premises. However, 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 only as long as the tenant voluntarily vacates the housing accommodation on or before the expiration of the notice period. Should the tenant be in arrears but the relocation expense allowance exceeds the amount of the arrearage, the landlord shall pay the tenant the balance remaining after the arrearage is deducted within such ten (10) day period. A tenant shall be permitted to vacate the housing accommodation upon 30 days' notice without penalty regardless of the status of their rental agreement during the notice period and this shall not affect their entitlement to the relocation expense allowance. The landlord shall file an affidavit of compliance with the OHS within thirty (30) days of making any relocation payment under this paragraph, detailing the name and address of the tenant, the amount of payment, and the method of payment.

In the event an elderly, disabled, or 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 vacated the unit within 90 days of the judgment or such longer period as agreed upon by the parties or established by the court.

3. *Assistance in Securing Comparable Housing for Elderly, Disabled, and Low or Moderate Income tenants.* Where an elderly, disabled, or low to moderate income tenant has received or is entitled to receive a notice pursuant to this subsection, the landlord shall assist the tenant to locate accessible, appropriately sized, comparable rental housing within the City of Boston and, if requested by the tenant, within the same neighborhood of the City of Boston where the tenant resides, for a rent which is equal to or less than the rent which such tenant had been paying for the housing accommodation at the time of receipt of the notice. The OHS shall assist landlords and tenants in identifying accessible, appropriately sized, comparable rental housing.

4. *Right to Purchase Unit.*

(i). Any tenant entitled to receive a notice of conversion shall be given the right to purchase the housing accommodation they occupy or occupied. The landlord shall extend this offer to purchase no later than six months before the end of the notice period. The tenant shall have up to 120 days after receiving the offer to sign a purchase and sale agreement for the housing accommodation. This offer shall be on terms and conditions which are substantially the same as, or more favorable than, those which the landlord extends to the public generally, or to a third party, whichever is less. Upon delivering notice to the tenant of the right to purchase, such notice shall include information sufficient for the tenant to be able to make a reasonable assessment of the purchase, including but not limited to the price of the unit, anticipated condominium fees, and expected renovations of the unit. The time periods herein provided may be extended by agreement between the tenant and the landlord.

If, after the initial offer period has lapsed and during the notice period, the landlord accepts any offer from a third party for less than the price offered to the tenant, the tenant shall have the right to purchase the housing accommodation at such lower price. The tenant shall have 30 days to sign a purchase and sale agreement at such price.

(ii). *Exception to right to purchase.* If the landlord has an intent to convert a housing accommodation to a condominium or cooperative form of ownership and the landlord is transferring the housing accommodation as part of a conversion to a relative within the fourth degree of kindred, there shall be no tenant right to purchase, and the notice of tenant rights may omit this with ISD approval. All other tenant protections shall continue to apply.

(iii). *Reduction in the number of accommodations.* If through the renovation of the housing accommodations associated with conversion, there is a reduction in the number of units, the tenant shall have a right to purchase a unit in the housing accommodations, under the same terms and conditions as outlined above. If more tenants wish to purchase

than there are units available, or there are multiple tenants seeking the same unit, the OHS or its designee shall hold a lottery to determine who is able to purchase. OHS may ask the landlord to provide mitigation to avoid hardship for residents due to the reduction of the number of units.

(iv). *Demolition.* If the condominium or cooperative is to be created by the demolition of the housing accommodations and construction of a new building or structure, tenants have the right to purchase a unit in the new housing accommodations, under the same terms and conditions as outlined above. This right extends to any income restricted units within the housing accommodations, if the tenant is otherwise eligible for such units. If there are insufficient units to accommodate all the tenants seeking to purchase, or there are multiple tenants seeking the same unit, the OHS or its designee shall hold a lottery to determine who is able to purchase. The OHS may ask the landlord to provide mitigation to avoid hardship for residents due to the demolition of units.

d. Conversion Permit Required to Convert.

1. No person shall convert a housing accommodation without a Conversion Permit, or engage in a condominium or cooperative conversion eviction, or sell a unit for immediate occupancy by the purchasing landlord until they have obtained a Conversion Permit from ISD pursuant to this section.
2. The conversion permit process shall take place in two steps. First, the landlord shall apply to the OHS to create a conversion plan. Upon fulfilling the requirements established by the OHS, the landlord may apply to ISD for the conversion permit.
3. The OHS shall have the power to establish the provisions of the conversion plan consistent with this section, and shall be responsible for developing administrative forms, establishing reasonable application fees, conducting hearings, and approving or waiving conversion plans.
4. ISD shall be responsible for promulgating such rules, policies and procedures as it may deem advisable in establishing and maintaining a conversion permit process. ISD shall be responsible for developing administrative forms, setting reasonable application fees, conducting hearings, and granting or denying conversion permits. ISD may deny a building or occupancy permit for a proposed condominium or cooperative unit on the grounds that such project failed to obtain a conversion permit under this ordinance.
5. Any landlord who has an intent to convert a housing accommodation to a condominium or cooperative form of ownership shall provide notice of intent to convert to the OHS and the tenant as required in this ordinance. In addition, the landlord shall, within one month of service of said notice, apply to the OHS for a conversion plan and submit all required documentation.

(i) Housing accommodations with occupied units. If a landlord has an intent to convert an occupied housing accommodation to the condominium or cooperative form of ownership, the landlord shall apply to the OHS for a conversion plan at least one year prior to any condominium or cooperative conversion eviction.

(ii) Vacant housing accommodations. If the landlord has an intent to convert an unoccupied housing accommodation to the condominium or cooperative form of ownership, the landlord may apply to the OHS for a conversion plan at any time prior to the conversion of the housing accommodations, and shall provide to the best of their ability all information required by the OHS to determine that no tenant who occupied the housing accommodations in the 12 months immediately preceding the date of the application to the OHS was denied any of the protections or benefits of this ordinance.

6. In addition to any documentation required by the OHS, a landlord applying for a conversion plan shall submit with the application a complete list of names and contact information of (i) current tenants; (ii) former tenants who vacated during the previous 12 months, if known or reasonably discoverable in the exercise of due diligence; (iii) any tenant who was evicted during the previous 12 months along with a copy of the summons and complaint and court disposition; and (iv) any tenants who received a notice to quit and/or a notice of rent increase during the previous 12 months, with a copy of the notice to quit and/or the notice of rent increase.

7. The OHS will contact each tenant and assess the eligibility of tenants for any benefits under this ordinance. Upon determination of the rights and responsibilities for each tenant, the OHS shall, in conjunction with the landlord, draft a conversion plan. Such conditional conversion permit shall indicate if any units are occupied and the expiration date of any applicable notice period for each unit.

8. After reviewing relevant documentation and evidence, the OHS will render a determination regarding whether the actions taken by the landlord (and any predecessors in interest) thus far comply with this ordinance. If the OHS determines that the landlord (and any predecessors in interest) have complied with obligations under the ordinance and have established a conversion plan, the OHS shall approve the conversion plan.

9. For vacant units, if, after reviewing relevant documentation and evidence, the OHS determines that the actions taken by the landlord (and any predecessors in interest) complied with obligations under the ordinance, the OHS may waive the conversion plan requirement, and the landlord may then proceed to apply to ISD for a conversion permit.

10. In the event that the tenant has relinquished their right to purchase the unit, a landlord who has received a conversion plan may sell the unit to any other purchaser prior to issuance of a

conversion permit only under the condition that the new landlord takes the unit subject to the tenant's rights under the ordinance including, but not limited to, the right to remain in their unit for the remainder of any notice period, payment of relocation expenses and the duty to assist in finding comparable housing. In order to effectuate such a sale, the landlord must provide to the OHS and the tenant a sworn document signed by the then current and future landlords stating that the purchaser stands in the shoes of the prior landlord and that they must fully comply with all obligations of the landlord under this ordinance.

11. If at any point, including at the end of the applicable notice period, a tenant or a landlord believes that the other has not complied with their obligations under this ordinance, they may request a hearing before the OHS or ISD, whichever is applicable. The tenant, the landlord, and all other housing accommodation tenants also undergoing conversion shall be notified of the date and time at least two weeks prior to the hearing date. The tenant and landlord shall have a right to attend any such hearings and to present evidence as to whether the landlord has or has not met the requirements of this ordinance.

12. Given that individual units within housing accommodations may have different notification periods and/or may be vacant, ISD will issue conversion permits for individual units within the housing accommodations. A landlord who has received a conversion plan may request that ISD issue a conversion permit on a form provided by the ISD no sooner than the earlier of (i) the expiration of the notice period; (ii) when the tenant vacates the premises; or (iii) when the tenant purchases the unit. A landlord of a unit that was vacant at the time the notice of intent to convert was provided to ISD may request a conversion permit on a form provided by ISD at any time that they have completed all requirements imposed by the OHS.

13. After a request by the landlord for a conversion permit, a conversion permit shall be granted where all documents required by ISD have been submitted and ISD has made a determination that the requirements of this ordinance have been met, that the OHS has certified that all requirements imposed by the conversion plan for the relevant unit has been met, and there does not appear to be any unlawful displacement.

14. Notwithstanding the above, the OHS or ISD may deny a conversion plan or a conversion permit where documentation is incomplete in any material respect. The OHS or ISD may also impose reasonable conditions on the granting of a conversion plan or conversion permit. ISD may deny a permit where it has made a determination that any document or statement is false in any material respect. In addition, ISD, in its discretion, may deny a permit if the OHS finds that the landlord has taken any action to circumvent the state or local condominium law, including, but not limited to, unreasonable rent increases, reduction or elimination of services, termination of tenancy without cause, or the imposition of new conditions of the tenancy. ISD may revoke a permit previously granted where it makes a determination that any document or statement was

false in any material respect at the time of ISD's decision to grant the permit. The OHS and ISD 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 ISD's reasonable judgment such documentation is necessary to ensure the fairness of its determinations. ISD may, in its discretion, continue a hearing. A decision on a conditional conversion permit shall be rendered by ISD within 60 days of the close of the hearing.

15. A conversion permit shall lapse and the landlord shall reapply for a new permit in the case of any of the following: (i) the landlord failed to file a master deed within one year after the date on which the conversion permit has been granted; (ii) the unit for which a conversion permit has been granted has not been sold to a bona fide purchaser within two years after the date of the granting of said conversion permit, or (iii) the master deed or articles of organization have been rescinded and the housing accommodations no longer are condominiums or cooperatives.

16. *Limited Conversion Permit:* A conversion plan and a conversion permit may be sought by a person who solely intends to convert a property to the condominium or cooperative form of ownership and to market condominium or cooperative units but does not have any plan for current tenants to be displaced. In such case, the conversion plan and the subsequent conversion permit shall be so limited, and the tenants shall be given the right of first purchase, as described herein, but shall not be given notices of intent to terminate tenancy or relocation benefits as described herein. The tenants and OHS shall have the right to enforce such conditions. If the person or any successor in interests acts in a manner inconsistent with the limitations on the permit or engages in conduct which would otherwise be barred by this ordinance. In addition, if a person obtains a permit without such limitations, but a successor in interest no longer wishes to displace the tenant (for example, an investor landlord intends to maintain tenants, and only realize sales to owner-occupants upon normal turnover of the unit), it shall notify ISD and the OHS of this in writing, and ISD shall then modify the conversion permit to a limited conversion permit. If at any subsequent date a person with a limited conversion permit wishes to displace a tenant in place at the time of conversion in order to facilitate the sale or owner occupancy of a unit, the person must seek and obtain a full conversion permit in accordance with this ordinance

e. *Renting units during conversion.* If a tenant who is entitled to receive the notice of intent to convert vacates such tenant's unit either before the initial sale and transfer of title to the residential unit as a condominium or cooperative unit has occurred, and/or after the landlord has otherwise already obtained a conversion permit for a unit which has not expired, then the landlord shall give each prospective tenant of the unit written notice, prior to the inception of a 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, except that they shall be entitled to the benefits of their rental agreement.

f. Limitation on Recovery of Possession for Condominium and Cooperative Conversion Eviction

1. No person shall bring any action to recover possession of a housing accommodation for the purpose of a condominium or cooperative conversion eviction in any building or structure converted to a condominium or cooperative form of ownership until they have been granted a conversion permit, and until the one- or five-year notice period required by this section has elapsed.

2. Except as otherwise authorized in this section, any action to recover possession of a housing accommodation or to increase the rent of a tenant in a housing accommodation who was in occupancy at the time of conversion of the housing accommodation to the condominium or cooperative form of ownership, or at the time of initial sale of the unit as an individual condominium or cooperative unit, shall be presumed to be a condominium or cooperative conversion eviction where any one (1) or more of the following has occurred:

(a) Any dwelling unit in any building or structure in which the housing accommodation is located has been sold as a condominium or cooperative unit; or

(b) A master deed or articles of organization for the building or structure in which the housing accommodation is located has been duly recorded pursuant to the provisions of Chapter 156B, 157, 157B, or 183A of the General Laws;

(c) A master deed or articles of organization for the building or structure in which the housing accommodation is located is duly recorded pursuant to the provisions of Chapters 156B, 157, 157B, or 183A of the General Laws, or the landlord gives notice of conversion or planned conversion under subsection 10-2.13A of this section, within twelve (12) months after an action is brought to recover such possession or action is taken to increase the tenant's rent;

(d) Any tenant of any unit of housing accommodation in the building or structure wherein the unit or housing accommodation is located has received any notice required by paragraph a. of this subsection.

(e) In any unit converted to a condominium or cooperative, the landlord has increased or is seeking to increase the tenant's rent beyond the increases authorized by paragraph a. of this subsection, unless the landlord shows that his intent is not to facilitate the sale or transfer of the housing accommodation to a prospective purchaser.

3. An eviction shall be presumed to be a condominium or cooperative conversion eviction if the landlord has the intent to convert, as defined herein.

4. A landlord may seek to recover possession of a housing accommodation which has already been converted to the condominium or cooperative form of ownership for just cause other than a condominium or cooperative conversion eviction. The landlord must allege such just cause as part of the notice of termination of tenancy given to the tenant and as part of the summary process summons and complaint. The landlord shall give notice of the commencement of such summary process action to the OHS at the same time the action is entered in court, together with a copy of the notice of termination of tenancy and summary process complaint. The landlord must prove such “just cause” and rebut the presumption of condominium or cooperative conversion as part of his burden of recovering possession. The provisions of this subsection shall apply only where the tenant was in occupancy at the time of conversion of the housing accommodation to the condominium or cooperative form of ownership.

g. Penalties for Violation. Any person who violates a provision of this ordinance, which is promulgated pursuant to St. 1983, c. 527, shall be punished by a fine of not less than three hundred dollars and, if applicable, by seeking to restrain a violation of this section by injunction. Each violation, per day, of any provision shall constitute a separate offense. Each unit converted in violation of this act constitutes a separate offense. Fines may be issued pursuant to the noncriminal disposition process of M.G.L. c. 40, s. 21D, and may also be enforced according to M.G.L. Chapter 40U.

k. Annual Reporting: ISD shall submit an annual report to the City Council which provides comprehensive data and other documentation on the conversion of housing accommodations to condominiums and cooperatives in the city and the implementation of this ordinance.

SECTION 3.

City of Boston Code, Ordinances, Chapter X is hereby amended by deleting Section 10-2.18 in its entirety and replacing it with the following:

10-2.18 Judicial Review.

All decisions of the OHS or ISD, except as otherwise provided in this subsection, may be appealed to the Housing Court Department of the Trial Courts, Eastern Division, within thirty (30) calendar days after the date of such decision; provided, however, that this section shall not be construed to provide a right of appeal of a general adjustment decision pursuant to subsection 10-2.5a.

SECTION 4.

City of Boston Code, Ordinances, Chapter X is hereby amended by deleting Section 10-2.20 in its entirety and replacing it with the following:

10-2.20 Effective Date and Duration

This section shall become effective as of the date signed by the Mayor or acting Mayor and shall remain in effect until December 31, 2025 or until a prior determination by the Mayor and City Council that the present rental housing emergency no longer exists.