



Medford City Council
Medford, Massachusetts

Planning and Permitting Committee, December 16, 2025

Voting Members

Kit Collins, Chair
Matt Leming, Vice Chair
Isaac B. "Zac" Bears
Anna Callahan
George A. Scarpelli

This meeting will take place at 6:00 P.M. in the City Council Chamber, 2nd Floor, Medford City Hall, 85 George P. Hassett Drive, Medford, MA and via Zoom.

Zoom Link:

<https://us06web.zoom.us/j/86435281579?pwd=Yq6PPvmQHgtMdcLWN4rK5oBRFO0XaV.1>

Call-in Number: +19292056099,,86435281579#,,, *966294# US

Live: Channel 22 (Comcast), Channel 43 (Verizon), [YouTube](#), and medfordtv.org.

To submit written comments, please email REliseo@medford-ma.gov.

[IGNORE_INDENT]

CALL TO ORDER & ROLL CALL

ACTION AND DISCUSSION ITEMS

22-321 - Offered by Vice President Collins

Condominium Conversion Ordinance

Adjournment

12/10/25 DRAFT Condominium and Cooperative Conversion Ordinance

Paper #22-321

Previous meetings on paper: 3/23/2023 and 9/13/2023

CHAPTER ____ – Condominium and Cooperative Conversion.

ARTICLE I. - IN GENERAL

Section 1. Intent and Purpose.

Whereas, a serious public emergency exists with respect to the housing of a substantial number of residents of Medford; and

Whereas, an insufficient supply of new rental housing at affordable rates have resulted in a critical shortage of safe, decent, and affordably-priced rental housing accommodations; and

Whereas, increases in housing costs are exceeding increases in personal income; and

Whereas, at present in the City there is great interest in and a significant number of conversions of multiple-unit rental housing occupied by tenants into condominium units or cooperatives occupied by individual owners thereof; and

Whereas, while homeownership is good, beneficial and a laudable aspiration for many, the unchecked shrinking of the rental market is detrimental to residents for whom homeownership is not desirable or not possible, such as students, the elderly, and low-income households; and

Whereas, the expensive and displacing effects of condominium conversion evictions on tenants can be mitigated by ensuring tenants are given sufficient time to relocate and mitigation funds for relocation, and adequate time and resources can help ensure that tenants displaced by condominium conversion have the best chance of relocating within Medford instead of leaving the community;

Now therefore, be it ordained by the Medford City Council as follows:

Section 2. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- Condominium or cooperative conversion eviction:
 - 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

- 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 building or buildings 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 owner was converting the building to condominiums.
- Condominium unit: a unit in a housing condominium as defined in G. L. c. 183A.
- 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.
- Cooperative unit, a unit in a housing cooperative as set forth in G. L. c. 157.
- Disabled tenant: A person who is disabled as defined in G. L. c 239 Sec 9.
- Elderly tenant: A person, or a group of persons residing in the same housing accommodation any of whom has reached the age of fifty-nine (59) years or over as of the date of receipt of the notice provided for.
- Household: all tenants who occupy a unit in a housing accommodation, 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.
- 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, or any additional residential units created out of existing residential space, 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, but not including the following:
 - (a) housing accommodations which the United States or the commonwealth or any authority created under the laws thereof either owns or operates;
 - (b) 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;
 - (c) 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 14 consecutive days; and
 - (d) single family dwellings; except where additional units will be added to the same or adjacent property, whether the project adding such units is phased or not,

and the existing single-family dwelling will be one or more or part thereof multiple condominium units governed by the same condominium association.

- Intent to convert: 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 which shall be considered in determining whether an owner has the intent to convert are:
 - (a) a master deed or articles of organization for the housing accommodation has been prepared or recorded;
 - (b) the owner 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;
 - (c) the owner has advertised for sale any unit in the housing accommodation as a condominium or cooperative unit;
 - (d) the owner has shown to any prospective purchaser a unit in the housing accommodation for the sale of such unit as a condominium or cooperative unit;
 - (e) the owner 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;
 - (f) the owner has had any unit in the housing accommodation measured or inspected to facilitate the sale of the units as a condominium or cooperative unit;
 - (g) the owner 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;
 - (h) demolition of the housing accommodation and construction of condominium units;
 - (i) retaining a real estate agent for the sale of the converted unit; and
 - (j) retaining an attorney for the purpose of pursuing a conversion.
- Low/moderate income tenant household: a tenant/household is a person or group of persons residing in the same unit of a housing accommodation whose total income for the 12 months immediately preceding the date the notice provided for hereunder is given or should have been 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 **Section 3** of this ordinance.
- Owner: a person who holds title in any manner to a building or housing accommodation, including without limitation, a corporation, partnership or trust, and an employee, agent, servant, or other representative of such owner.

- Owner-occupied unit: a unit occupied as the principal place of residence by a person who has a present ownership interest in the property. No corporation, irrevocable trust, partnership, limited partnership, or association may be considered an owner-occupant.
- Rent: all periodic payments, and all nonmonetary consideration including but not limited to, the fair market value of goods or services rendered to or for the benefit of the landlord under an agreement, written or oral, concerning the use or occupancy of a rental unit, premises, or amenities.
- Tenant: a person or group of persons who are collectively entitled to occupy a unit in a housing accommodation 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.
- Subsidy or 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.
- Unit or residential unit: the room or group of rooms within a housing accommodation which is used or intended for use as a residence by one household.

Section 3. Condominium conversion requirements.

(1) Notice requirements.

(a) Vacant units or owner-occupied units.

If an owner has an intent to convert an unoccupied or owner-occupied housing accommodation to the condominium or cooperative form of ownership, the owner shall give one-year advance notice to the review board on a form provided by the review board. This one-year notice period shall begin from the date the review board grants a conditional/preliminary permit. This one-year waiting period requirement shall not apply under the following circumstances:

- i. Where the unit had been previously occupied by the owner for the 12 months immediately preceding the unit becoming vacant; or
- ii. Where the City or its designee purchases the vacant unit that is presently occupied by the owner and has been for 12 months immediately preceding the intent to convert;
- iii. Where the unit is or converted unit shall be deed-restricted for affordability in perpetuity; or
- iv. Where the owner is selling the unit to a family member as provided for under **Section (3)(4)(b)**.

(b) Occupied units.

If an owner has an intent to convert an occupied 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 and simultaneously

give to the condominium review board a written notice translated into the tenant's primary language, if a need for such translation has been identified or is otherwise apparent to a reasonable person. This 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. The notice shall state the following in clear and conspicuous language:

- v. 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
- vi. that any tenant shall have three years from the date the notice is given 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
- vii. that, except as set forth in Section (3)(4)(b), the tenant shall have a period of 120 days, or 180 days in the case of an elderly, disabled, or low/moderate income tenant, 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 would, in good faith, extend or actually extends to prospective arm's length purchasers of such unit during the applicable period following the expiration of said tenant's right to purchase, as provided in Section (3)(4), provided that such terms and conditions represent fair market value for such unit in "as is" condition as described in the last sentence of Section (3)(4)(a); and
- viii. that there is a permit review process involving (1) a preliminary hearing after service of this notice and (2) a final hearing for a conversion permit at the end of the notice period or upon vacancy of the tenant, in addition to hearings as necessary that may be initiated by the tenants, owner or review board. These hearings shall be before the review board and that the tenant and owner shall be notified of the date and time at least two weeks prior to the hearing date. The tenant and owner shall have a right to attend any such hearings and to present evidence as to whether the owner has or has not met the requirements of the Condominium/Cooperative Conversion Ordinance; and

Commented [KC1]: The notice mechanism is one decision point for the Council. This draft adapts Marlborough's practice of 5 years of notice for protected tenants and 3 years of notice for all other tenants. Other communities' practices include:

Somerville - 5+1

Boston - 5+1

Marlborough - 5+3 or lease period whichever is greater

New Bedford - 5+1 or lease period whichever is greater

Lexington - not specified

Commented [KC2]: Somerville, Boston, Marlborough, and New Bedford all include some version of tenant first right of refusal, on differing terms. This section aligns with Somerville's, with respect to the right of refusal period being 180 days for protected tenants and 120 days for all other tenants. Period is shorter for Boston and New Bedford and unspecified for Marlborough.

- ix. 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 (3)(5)**; and
- x. that the owner is obliged to find comparable housing for elderly, disabled, and low or moderate income tenants as provided in **Section (3)(6)** unless the owner is exempt thereunder **or the notice period will be extended for an additional two 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, provided such tax escalation clause was included within the rental agreement existing as of the date of the notice of intent to convert; and
- xi. 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 (3)(7)** of this ordinance; and
- xii. 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 owner during the period of notice, as provided in **Section (3)(9)**; and
- xiii. 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.

Commented [KC3]: Noting that this is another mechanism whereby the ordinance increases protections for vulnerable tenants. Council can deliberate on the number of additional years of notice owners can be ordered to provide if not providing relocation assistance.

(c) **Protected tenants.**

The burden of proving that a tenant is elderly, disabled, 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, disabled, or low or 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.

Commented [KC4]: This language is included in other communities' comparable ordinances. Is it additive/necessary and is there a place in this ordinance where it makes more sense for this context to go?

(2) Renting units during conversion.

- a. If an owner intends to sell or offer for sale any of the units in a housing accommodation, the owner shall give all tenants the notice required by **Section (3)(1)**. The notice required herein must 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.
- b. 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 unit has occurred, and/or after the owner has otherwise already obtained a conversion permit for a unit which has not expired pursuant to **Section 5**, 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, except that they shall be entitled to the benefits of any remaining notice period for which the original tenant was entitled to, not to exceed one year**. If such notice is **not** provided to the prospective tenant prior to the inception of the tenancy, the prospective tenant will then be afforded full tenant rights pursuant to **Section (1)(b)** and the applicable notice period will restart in accordance with the status of the new tenant.

(3) Condominium/cooperative eviction.

No owner shall seek or conduct a condominium or cooperative eviction against a tenant in occupancy of a housing accommodation at the time the notice of conversion was served or should have been served pursuant to **Section (3)(1)** above until the expiration of the notice period required therein. Failure of the owner to comply with the provisions of this ordinance shall constitute a defense in a summary process action against such tenant(s).

(4) Tenant right to purchase.

- (a) Occupied units.
 - i. 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 120 days, or 180 days in the case of an elderly, disabled, or low/moderate income tenant 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 would, in good faith, offer, or actually does offer, to prospective arms' length purchasers of such unit, provided that such terms and conditions represent fair market value for such unit in "as is" condition. A copy of such agreement shall be contemporaneously provided to the condominium review

board. Once the owner sets these terms of sale, the owner may not sell the unit under more favorable terms for 90 days from the expiration of the tenant's right to purchase. The tenant may exercise the right to purchase the tenant's unit by executing such purchase and sale agreement within the applicable period, whereupon the owner shall promptly countersign the agreement.

- ii. Where there is more than one unrelated adult tenant in a household, the right to purchase shall only apply if (a) all tenants opt to purchase the unit jointly or (b) if all tenants other than those opting to exercise their rights to purchase waive their right to purchase under this section.
- iii. If the tenant does not wish to exercise the tenant's right to purchase and the tenant so notifies the owner, in writing, prior to the expiration of the applicable period, the applicable period shall be deemed to have expired as of the date the owner receives such notice from the tenant.
- iv. The same applicable right to purchase that is provided to the tenant shall also be provided to the City of Medford or its designee, which may include the Medford Affordable Housing Trust, who will maintain the property as affordable housing in perpetuity. In the event that the city or its designee purchases such unit and to the extent possible dependent on any restrictions of funding source, no tenant shall be displaced as result of such sale. The applicable period for this right to purchase shall run concurrently with the tenant's applicable right to purchase, and shall extend to the full notice period of 120 or 180 days, whichever is applicable, unless or until the City or its designee also waive such rights in writing.
- v. In the event that the tenant wishes to exercise the tenant's right to purchase, the tenant shall have priority over any other entity also wishing to purchase the unit pursuant to a right to purchase.
- vi. 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, in good faith, to third parties, provided that such amount represents the fair market value of such unit in its condition as of the date of the notice set forth in **Section (3)(1)** above.
- vii. Fair market value shall include the cost of repairs required by law in the tenant's unit in order to sell it as a condominium and a proportional amount of costs based on square footage for repairs required by law to be performed to the common areas in order to sell the unit as a condominium. Fair market value in "as is" condition does not contemplate pricing reflecting the cost of optional upgrades or any required upgrades or repairs that are triggered by optional upgrades.

(b) Unoccupied units.

- i. With respect to unoccupied units, the owner shall provide a 120 day right to purchase to the City of Medford or its designee, within 30 days of notification to the condominium/cooperative review board of the intent to convert, containing

the same or more favorable terms of sale than those the owner intends to offer to prospective arms' length purchasers. If the City of Medford or its designee wishes to purchase, it shall inform the owner of its intent to purchase within 120 days of the notice and shall execute a purchase and sale agreement within 30 days of informing the owner of its intent to purchase.

- ii. 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, in good faith, to third parties, provided that such amount represents the fair market value of such unit in its condition as of the date of the notice set forth in **Section (3)(1)** above.

(c) Exceptions for transfer of converted unit by owner to family.

- i. If an owner has an intent to convert a housing accommodation to a condominium or cooperative form of ownership, and the owner is transferring property as part of a conversion to a relative within the fourth degree of kindred, there shall be no tenant/city right to purchase.
- ii. Any subsequent sale of such unit, after the transfer from the owner to a relative within the fourth degree of kindred, within a two-year period from the date of sale shall be subject to the city or its designee's right to purchase and all notice requirements of **Section (3)**.

Commented [KC5]: Somerville's ordinance goes on to say that Notice Requirements for occupied units should also be exempted in this case. I don't think that is worth adopting; protections for current tenants should still be preserved, even if tenant right to purchase is not.

(5) Relocation benefits.

(a) Payment.

- i. 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 and who relocates within the notice period or such longer period allowed for access to public or subsidized housing as set forth in this section below, a relocation benefit of **\$10,000.00 per unit for elderly, disabled, or low/moderate income tenants and \$6,000.00 per unit for all other tenants.**
- ii. In the event that a tenant vacates the premises pursuant to a notice under this ordinance without having paid all rent due, the owner may subtract any sums owed from the required payment of moving expenses.
- iii. Relocation benefits shall be paid to the tenant no later than ten days after the date on which the tenant vacates the unit. 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), prior to the date on which they vacate the premises.

Commented [KC6]: These amounts align us with Somerville. Escalating to \$15k/\$10k would align us with Boston. New Bedford and Marlborough's relocation payments are far lower and well below cost of moving for any municipality in the region.

- iv. 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 90 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.

(b) Annual adjustment.

This dollar amount shall be adjusted annually in February of each year, 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.

(6) Relocation/housing search assistance.

Any owner shall assist elderly, disabled, and low or moderate income tenants who are entitled to notice of intent to convert by locating, within the five-year period of the notice to such tenants, comparable rental housing within the City of Medford 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 (3)(1)(b)(x)** until the owner locates such comparable rental housing, or for 2 additional years, whichever occurs first.

Exemption. Any owner who has both kept rent levels at or below Medford Housing Authority Section 8 payment standards in place at the time the notice is served for a minimum of 3 consecutive years, and has limited rent increases to no more than 5% annually for 3 consecutive years, shall be exempt from (a) being required to locate comparable rental housing and (b) from providing an additional 2-year notice period in the event that after five years, the elderly, disabled or low or moderate-income tenant has not yet located alternative housing.

(7) Extension/modification of rental agreement.

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 applicable right to purchase period, whichever is later. Conversely, if the three-year or five-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 U.S. 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 tent 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, provided such tax escalation clause was included within the rental agreement existing as of the date of the notice of intent to convert. The review board shall be notified of any rent increase on a form prescribed by the review board.

(8) Regulation of conversions.

(a) Applicability of Chapter 527 of the Acts of 1983.

Owners shall be required to comply with the provisions of Section 4 of Chapter 527 of the Acts of 1983 and the provisions of this ordinance, which shall be construed to be supplementary to the provisions of Chapter 527 of the Acts of 1983. Any protection or benefits for tenants created by this ordinance or conditions imposed by the City or review board for the protection and benefit of tenants shall be in addition to, and not instead of, any benefits or protection provided by any statute of the Commonwealth or by any decision of any court.

(b) Conversion permit required.

No housing accommodation in the City shall be converted to a condominium or cooperative unless the owner shall have first secured a permit from the review board. The review board shall have the authority to grant permits for the conversion of rental housing accommodations to condominium or cooperative accommodations. Under this ordinance, no conversion of rental housing shall be licensed until the review board, by written decision, grants a permit.

(c) Permit subject to board discretion and reasonable conditions.

The Board may make the permit subject to reasonable conditions for the protection of any tenants, and the public interest of the City of Medford, including but not limited to such factors as:

- i. The hardships imposed on the tenants residing in the accommodations proposed to be converted;
- ii. The aggravation of the shortage of rental housing accommodations in the Town, especially accommodations suitable for families of low and moderate income persons, for single parent households, for elderly, for disabled people or for people on fixed incomes, which may result from the conversion;
- iii. Reasonable arrangements, made by the owner or third parties, to alleviate the hardship on the tenants affected by the proposed condominium conversion;
- iv. An intent by owner to offer a reasonable percentage of the accommodations for sale or conveyance to the Medford Housing Authority, Medford Affordable Housing Trust, or a limited profit or non-profit legal entity on such terms and conditions as will make the offeree eligible for state or federal subsidies and as will make it economically feasible for the unit to be purchased for rental to persons of low or

Commented [KC7]: Do we want the ordinance text to require this, or leave documentation up to the discretion/rulemaking of the board?

Commented [KC8]: Note - Lexington ordinance used as guide for this section.

Commented [KC9]: This draft leaves discretion with review board based on a number of factors, rather than a cap, i.e. no more than 25% of units in a building per year, like in Marlborough's example.

moderate income, wherein such units shall be permanently kept as rental accommodations for low and moderate income persons.

Commented [KC10]: How does this align with Section 3-4 (tenant right to purchase, City right to purchase)?

(9) Renovations to units during 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 a tenanted unit undergoing conversion that are required by the State Sanitary or Building Codes. Other unit renovations or improvements may only be undertaken with the express written consent of the tenant. In the event that the owner wishes to make optional upgrades to vacant units or common areas, the owner must comply with review board rules and policies regarding such repairs or renovations including, but not limited to, days and times repairs can be made, methods for notifying tenants in advance of the work schedule, rules regarding any interruption of services and clean up procedures.

(10) Tenant right to vacate.

A tenant shall be permitted to vacate the unit upon 30 days' notice without penalty regardless of the status or duration of their existing rental agreement, during the notice period.

The rights specified in this ordinance hereunder shall vest with a tenant at the time that the owner intends to convert any unit in such property to the condominium or cooperative form of ownership.

Section 4. Condominium/cooperative review board.

- (a) There is hereby established a condominium and cooperative conversion review board (hereunder, "Condominium and Cooperative Conversion Review Board" or "review board") to consist of seven full members and one alternate member. Review board members shall serve staggered terms of three years each. The review board shall include two homeowners; two tenants; at least one elderly, disabled, or low- or moderate-income person, who may be either a homeowner or a tenant; a representative from the Community Development Board; a representative from the Affordable Housing Trust or Medford Housing Authority; and an alternate who may be either a homeowner or a tenant and who shall serve as needed.
- (b) Review board members shall be appointed by the Mayor, subject to confirmation by the City Council. 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.
- (c) Members of the review board shall receive an annual stipend of \$900 per year.
- (d) The board's duties and powers shall be as follows:
 - a. The review board shall enforce the provisions of this ordinance and shall be responsible for promulgating such rules, policies, and procedures as it may deem advisable in furtherance of its purposes.
 - b. It shall create and make available condominium and cooperative conversion permit applications.

- c. It shall issue condominium and cooperative conversion permits to owners who comply with the provisions of this ordinance, subject to board discretion and reasonable conditions as described in **Section (3)(8)**.
- d. It shall hear complaints alleging violations of this section on behalf of tenants or owners.
- e. It shall assist in public awareness programs through participation in public events and media.
- f. It shall, from time to time, establish fees, with the approval of the Mayor and City Council, for the issuing of permits.
- g. It shall acquire, analyze, use and maintain related statistics and data for planning, evaluation and to assist it in enforcing this ordinance.
- h. It shall cooperate with municipal departments and other agencies to further the objectives and purposes of this section.
- i. It shall exercise such other powers and duties as, from time to time, may be granted by the Mayor and City Council.
- j. It shall not issue a permit to any owner who has taken any action within 12 months prior to the application for the permit to circumvent the provisions of G.L. A. c. 527 or of this ordinance, including but not limited to: Unreasonable rent increases, reduction or elimination of services, termination of any tenancy without cause, or the imposition of new conditions of the tenancy.

Section 5. Permitting process.

(a) Application for conversion permits.

Any owner who has an intent to convert a tenant-occupied housing accommodation shall concurrently provide notice of intent to convert to the review board and tenant as required in **Section 3**. In addition, the owner shall, within 30 days of service of said notice, submit to the review board staff a fully completed application, including all required tenant and other documentation, for a conversion permit.

Any owner who has an intent to convert an unoccupied housing accommodation shall provide notice to the review board on an application form provided by the review board.

If more than 30 days elapses between the original notice and the submission of a completed application, the owner shall be required to provide a new notice of intent pursuant to **Section 3**. If this occurs, all timelines for actions required by this ordinance shall be calculated based on the date of service of this new notice.

Upon submission of a completed application for a conversion permit, a hearing will be scheduled for an upcoming regularly scheduled review board meeting. For tenanted or formerly tenanted units, the review board shall be responsible for giving written notice at least two weeks in advance to the tenant(s) and former tenant(s) stating the date, time, and place of any hearing regarding the housing accommodation in which such tenants reside or formerly resided. For non-

tenanted units, the review board's written notice date shall comply with Massachusetts open meeting law requirements.

At such hearings the owner shall appear, and tenants may appear and testify, if so desired. The review board, after reviewing relevant documents and any testimony, will render a determination regarding whether the actions taken by the owner thus far comply with this ordinance. In addition, the review board shall review with any tenants present their rights afforded by this ordinance. If the review board agrees that the owner has complied with its obligations under this ordinance, that reasonable conditions pursuant to **Section (3)(8)(c)** are deemed to be met, a permit shall be issued.

(b) Conditional and preliminary permits.

Conditional or preliminary permits may be issued if the unit is tenanted and the expiration date of any applicable notice period. An owner may not seek a final conversion permit until the tenant has vacated the unit or the notice period has expired, whichever comes first.

Where a tenant has relinquished their right to purchase their unit pursuant to **Section (3)(4)** an owner who has received a conditional/preliminary permit may sell the unit to any other purchaser prior to issuance of a final conversion permit only under the condition that the new owner takes the unit subject to the tenant's rights under this 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 find comparable housing. In order to effectuate such a sale the owner must provide to the review board and the tenant a sworn document signed by the then current and future owners stating that the purchaser accepts the responsibilities of the prior owner and that they must fully comply with all obligations of the owner under this ordinance.

(c) Conversion permit granting process.

- (1) An owner may not engage in a condominium conversion eviction of a tenant or sell a unit for immediate occupancy by the purchasing owner prior to the granting of a final conversion permit by the board.
- (2) An owner of a unit that was occupied at the time the notice of intent was provided to the review board may request a conversion permit on a form provided by the review board no sooner than the earlier of: (a) the expiration of the notice period; (b) when the tenant vacates the premises, provided such vacation of the premises was fully knowing and voluntary; or (c) when the tenant purchases the unit.
- (3) An owner of a unit that was vacant at the time the notice of intent to convert was provided to the review board may request a conversion permit on a form provided by the review board at the end of any required waiting period.
- (4) In addition to other documentation required for a conditional/preliminary permit or a final conversion permit, an owner applying for a permit shall submit with the application a complete list of names and contact information of: (a) current tenants; (b) former tenants who vacated during the previous 12 months, if known, or reasonably discoverable in the exercise of due diligence; (c) any tenant who was

evicted during the previous 12 months along with a copy of the summons and complaint; and (d) any tenants who received a notice to quit or a notice of rent increase during the previous 12 months, with a copy of the notice to quit or the notice of rent increase.

- (5) A conversion permit shall be granted under the following conditions: that all documents required by the review board have been submitted; that the review board has, in its discretion, made a determination in favor of conversion after a duly-noticed hearing; and that the requirements of **Section (3)(1)** in the case of a housing accommodation have been met.
- (6) Notwithstanding the above, the review board may deny a conversion permit where documentation is incomplete in any material respect. The review board may also impose reasonable conditions on the granting of a permit. The review board may deny a conversion permit where it has made a determination that any document or statement is false in any material respect. In addition, the review board, in its discretion, may deny a conversion permit if the review board finds that the owner 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. 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. A decision shall be rendered by the review board within 60 days of the close of the hearing.

(d) Conversion permit expiration.

- 1) A conditional/preliminary conversion permit shall lapse and the owner shall reapply for a new permit on the last day of the month a unit's notice period expires, or, if a unit does not have a notice period, on the last day of the month one year from date of issuance, unless a final permit for said unit has already been requested on a form provided by the board.
- 2) A final conversion permit shall lapse and the owner shall reapply for a new permit in the case of either of the following:
 - a) the owner has failed to file a master deed within one year after the date on which the conversion permit has been granted;
 - b) When a unit is intended to be sold to family within the fourth degree of kindred but the sale is not executed within six months of the final permit being issued, or if said family member does not maintain ownership for at least two years after the sale. The owner shall submit proof of filing of the master deed

and proof of sale of each unit to review board staff within thirty days of each occurrence;

- c) Where a deed restriction limiting the sale or rental to eligible households is not recorded prior to the issuance of a certificate of occupancy, or a certificate of occupancy is not required, prior to the initial sale of the unit as a condominium under such conditions.
- d) A final conversion permit shall *not* expire if a unit is excluded from the two-year notice period under **Section (3)(1)(a)** and the unit continues to be occupied by an owner, or a non-rent paying tenant or occupant, as their primary place of residence.
- e) The review board may promulgate additional regulations on the expiry of conversion permits at its discretion and under advisement from legal counsel.

Section 6. Effective Date.

This ordinance shall take effect 6 months after its passage.

Section 7. Severability.

The provisions of this ordinance are severable, and if any provision shall be declared invalid by the valid judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining provisions, and the decision of such court shall not affect or impair any of the remaining provisions.

Section 8. Annual reporting.

The review board shall submit to the City Council, Building Department, and Office of Planning, Development and Sustainability an annual report which provides comprehensive data and other documentation on the development of conversion condominiums in the city, on the implementation of this ordinance, and other insights and data pursuant to this topic.

Section 9. Penalties for violation.

Any property owner who violates or knowingly permits a violation of a provision of this ordinance which is promulgated pursuant to the Acts of 1983, Chapter 527, Section 5, shall be punished by a fine of not less than \$1,000.00. Each violation of any individual provision shall constitute a separate offense. Nothing in this ordinance shall preclude a tenant from seeking civil remedies for violation of this ordinance as permitted by law.

All eligible fees and receipts collected pursuant to the enforcement of this ordinance or from violations thereof shall go into the Affordable Housing Trust Fund.

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 who has no knowledge of the violation.

