

HOUSE No. 306

The Commonwealth of Massachusetts

PRESENTED BY:

Orlando Ramos

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act to guarantee a commercial tenant’s first right of refusal.

PETITION OF:

| NAME: | DISTRICT/ADDRESS: | DATE ADDED: |
|----------------------|-----------------------|------------------|
| <i>Orlando Ramos</i> | <i>9th Hampden</i> | <i>1/17/2025</i> |
| <i>Vanna Howard</i> | <i>17th Middlesex</i> | <i>7/8/2025</i> |

HOUSE No. 306

By Representative Ramos of Springfield, a petition (accompanied by bill, House, No. 306) of Orlando Ramos relative to a municipal option commercial tenant first right of refusal. Community Development and Small Businesses.

The Commonwealth of Massachusetts

**In the One Hundred and Ninety-Fourth General Court
(2025-2026)**

An Act to guarantee a commercial tenant’s first right of refusal.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Chapter 184 of the General Laws as appearing in the 2016 Official Edition
2 is hereby amended by the adding after section 21, the following new section:

3 Section 21A: Municipal Local Option for a Commercial Tenant’s Opportunity to
4 Purchase

5 (a) For the purposes of this section, the following words shall, unless the context clearly
6 requires otherwise, have the following meanings:

7 "Affiliate" an entity owned or controlled by an owner or under common control with the
8 owner.

9 “Auction” or "public auction", the sale of a commercial or mixed-use property, under
10 power of sale in a mortgage loan, by public bidding.

11 “Borrower”, a mortgagor of a Mortgage Loan.

12 "Commercial property," a building or buildings, structure or structures, or part thereof,
13 rented or offered for rent for business or commerce purposes, including, without limitation
14 storefronts, factories, restaurants, office parks, malls, shopping plaza, buildings, apartments,
15 suites and any similar or related structures on commercial or mixed-use land; provided, however,
16 that a commercial property shall not include houses, apartments, condominium units, cooperative
17 units and other multi-family commercial or mixed-use dwellings or other properties leased
18 exclusively for living or dwelling purposes; and provided, further that a commercial property
19 shall not include 1-4 unit borrower-occupied commercial property if the borrower is domiciled in
20 the commercial property at the initiation of the short-sale, deed in lieu, or foreclosure process.

21 "Deed in lieu," a deed for the collateral property, that the mortgagee accepts from the
22 borrower in exchange for the release of the borrower's obligation under the mortgage loan.

23 "Department", Department of Housing and Community Development, or its successor
24 agency.

25 "Designee", a nonprofit organization established pursuant to chapter 180, community
26 development financial institution certified by the United States Treasury, community
27 development corporation certified under chapter 40H of the General Laws, a local housing
28 authority, or a controlled nonprofit or for-profit affiliate of either such entity; provided that the
29 parent organization has requisite experience in developing, owning and/or operating commercial
30 or mixed-use real estate and with the financial capacity to secure the financing of the purchase
31 transaction; provided that any purchase by a Designee under this section shall be for the purpose
32 of the use of the property as long-term affordable rental commercial property set out in a
33 recorded restriction.

34 "Elderly Small Business" a commercial tenant with 50 employees or fewer, in which as 1
35 or more owners are age 65 or older.

36 "Foreclosure," a proceeding to terminate a borrower's interest in property instituted by
37 the mortgagee.

38 "Immediate Family Member", the parent, offspring, sibling, or spouse of the Owner.

39 "Member", a natural person who is a member of a Tenant Association.

40 "Minimum Tenant Participation Percentage", the minimum percentage of tenant-
41 occupied units that must participate as members of the Tenant Association, as stated in the
42 municipal ordinance or bylaw; provided, that the Minimum Tenant Participation Percentage shall
43 be not less than 51 per cent of the tenant-occupied units. The Minimum Tenant Participation
44 Percentage shall be calculated (rounded up) based on the number of tenant-occupied units in a
45 property, rather than the number of individual tenants. If there is more than 1 tenant residing in a
46 unit, any of the tenants in the unit may participate as members of the Tenant Association for the
47 unit to be counted towards the participating percentage of units. The Minimum Tenant
48 Participation Percentage will be presumed to have been achieved for a period of 1 year after it is
49 initially established.

50 "Mortgage loan," a loan secured wholly or partially by a mortgage on a commercial or
51 mixed-use property.

52 "Mortgagee," an entity to whom property is mortgaged, the mortgage creditor or lender
53 including, but not limited to, mortgage servicers, lenders in a mortgage agreement and any agent,

54 servant or employee of the mortgagee or any successor in interest or assignee of the mortgagee's
55 rights, interests or obligations under the mortgage agreement.

56 "Owner", a person, firm, partnership, corporation, trust, organization, limited liability
57 company or other entity, or its successors or assigns, that holds title to real property.

58 "Purchaser", a party who has entered into a purchase contract with an owner and who
59 will, upon performance of the purchase contract, become the new owner of the property.

60 "Purchase contract", a binding written agreement whereby an owner agrees to sell
61 property including, without limitation, a purchase and sale agreement, contract of sale, purchase
62 option or other similar instrument.

63 "Sale", an act by which an owner conveys, transfers or disposes of property by deed or
64 otherwise, whether through a single transaction or a series of transactions, within a 3 year period;
65 provided, that a disposition of property by an owner to an affiliate of such owner shall not
66 constitute a sale.

67 "Short-sale," a sale approved by the mortgagee to a bona fide purchaser at a price that is
68 less than the borrower's existing debt on the commercial or mixed-use property.

69 "Socially or Economically Disadvantaged Business," a business which may include, but
70 shall not be limited to, minority-owned, women-owned, veteran-owned or immigrant-owned
71 small businesses, that have historically faced obstacles to accessing capital.

72 "Successor", the entity through which a Tenant Association may take title to the
73 commercial or mixed-use property, including any of the following: (i) a nonprofit or for-profit
74 entity controlled by the Tenant Association, or (ii) a limited equity cooperative organized under

75 Chapter 157B or tenant controlled non-profit corporation organized under Chapter 180, in either
76 case controlled by the tenants of the property, or (iii) a joint venture between any of such entities
77 and another party with: (a) the requisite experience in acquiring, developing and owning
78 commercial or mixed-use property, and (b) the financial capacity to secure financing of the
79 purchase transaction; any such joint venture shall be for the purpose of the use of the property as
80 long-term affordable rental property set out in a recorded restriction.

81 "Tenant", a person entitled to possession or occupancy of a rental unit within commercial
82 or mixed-use property, including a subtenant, lessee and sublessee.

83 "Tenant Association", an organization with a membership limited to present tenants of a
84 property that: (i) is registered with, or if no registry exists, has provided a letter stating its
85 formation to the municipality that has adopted an ordinance consistent with this section, or (ii) is
86 a non-profit organization incorporated under chapter 180.

87 "Third-party offer", an offer to purchase the mortgaged property for valuable
88 consideration by an arm's length purchaser; provided, that a third-party offer shall not include an
89 offer by the borrower or the tenants.

90 "Third-party purchaser", a purchaser that is not the Tenant Association at the property, or
91 its Designee, Successor, or an Affiliate.

92 (b) A city or town may adopt this section in the manner provided in section 4 of chapter
93 4. The acceptance of this local option by a municipality shall take effect no later than 180 days
94 after such adoption. A city or town may at any time revoke the acceptance of this section in the
95 manner provided in section 4 of chapter 4. The revocation shall not affect agreements relative to
96 tenants' rights to purchase that have already been asserted, that is, when a Tenant Association,

97 it's Successor, Designee or Assignee, have submitted an offer to the owner, or executed the
98 proposed purchase contract or other agreement acceptable to both parties, prior to the revocation.

99 (c) A city or town's ordinance or bylaw accepting this Section may contain provisions
100 that establish:

101 (1) tenancy protections for non-elderly small business tenants and non-socially or
102 economically disadvantaged business tenants that do not participate in the Tenant Association;

103 (2) Additional penalties, municipal enforcement authority, and enforcement mechanisms,
104 in addition to recorded restrictions, for enforcing the ordinance and provisions of this section,
105 and/or rules and regulations implementing this section; and

106 (3) mandated use of a standard purchase contract, prepared or approved by the
107 municipality and consistent with this Section, for owners to provide to the Tenant Association,
108 its Designee or Successor, under paragraph (d)(4).

109 (d) In any city or town that adopts the provisions of this section:

110 (1) an owner of a commercial or mixed-use building shall:

111 (i) notify the municipality and each tenant, in writing by hand delivery and United States'
112 mail, of the owner's intention to sell the property (including entertaining an unsolicited offer
113 from a third-party to purchase the property), with copy of the municipality's prepared summary
114 of the ordinance adopted hereunder; and

115 (ii) provide a Tenant Association with the Minimum Tenant Participation Percentage, an
116 opportunity to purchase the property prior to entering into an agreement to sell such property

117 pursuant to the time periods contained in this section, but no owner shall be under any obligation
118 to enter into an agreement to sell such property to the tenants.

119 (2) A Tenant Association with the Minimum Tenant Participation Percentage may select
120 a Successor entity or a Designee to act on its behalf as purchaser of the property and shall give
121 the owner and the municipality notice of its selection.

122 (3) A Tenant Association with the Minimum Tenant Participation Percentage, or its
123 Successor or Designee, may, within 30 days after receipt of the owner's intention to sell, submit
124 an offer to the owner to purchase the property. Failure to submit a timely offer shall constitute
125 an irrevocable waiver of the tenants' rights under this paragraph (3) and the owner may enter into
126 a contract to sell the property to a third-party, subject to paragraphs (4) to (6), inclusive. If the
127 owner and the Tenant Association, or its Successor, or its Designee, have not entered into an
128 agreement within 30 days after receipt of the notice of the owner's intent to sell, the owner may
129 enter into an agreement to sell the property to a third-party, subject to subsections (4) to (7),
130 inclusive.

131 (4) Upon execution of any purchase contract with a third party, the owner shall, within 7
132 days, submit a copy of the executed contract and proof that the deposit toward the purchase has
133 been paid by the third party along with a proposed purchase contract for execution by Tenant
134 Association or its Successor, or Designee. A Tenant Association that exists at this time can
135 exercise this right. If the Tenant Association, or its Successor or, its Designee, elect to purchase
136 the property, the Tenant Association, or its Successor, or its Designee, shall within 30 days after
137 the receipt of the third-party purchase contract and the proposed purchase contract, execute the
138 proposed purchase contract or such other agreement as is acceptable to both parties. The time

139 periods set forth in this subsection may be extended by agreement between the owner and the
140 Tenant Association, its Successor or its Designee. Except as otherwise specified in subsection
141 (5), the terms and conditions of the proposed purchase contract offered to the Tenant
142 Association, Successor, or its Designee, shall be the same as those of the executed third-party
143 purchase contract. (5) Any purchase contract offered to, or proposed by, the Tenant Association,
144 its Successor or its Designee shall provide at least the following terms:

145 (i) the earnest money deposit shall not exceed the lesser of:

146 (A) the deposit in the third-party purchase contract;

147 (B) 5 per cent of the sale price; or

148 (C) \$250,000; provided, however, that the owner and the Tenant Association, or its

149 Successor, or its Designee, may agree to modify the terms of the earnest money deposit;

150 provided, further, that the earnest money deposit shall be held under commercially-reasonable

151 terms by an escrow agent selected jointly by the owner and the Tenant Association, its Successor

152 or its Designee;

153 (ii) the Owner must provide the following information, documentation, and permissions,

154 within 30 days of the date of the purchase contract of the Tenant Association, its Designee or

155 Successor: the current rent roll with names of all tenants; documentation of all operating

156 expenses for the prior two years, including utilities, insurance premiums, bills for repairs, and

157 capital improvements; permission to inspect all common and maintenance service areas of the

158 property, including roof, boiler room, electrical and telecommunications rooms; permission to

159 conduct inspections and tests for the presence of lead paint and asbestos, including permission to

160 do small amounts of demolition that will be restored after said inspections and tests are

161 completed; and permission to do tests for regulated environmental toxins on unbuilt areas of the
162 property, if required by the lender of the Tenant Association, or its Designee or Successor;

163 (iii) the contract will contain all reasonable contingencies, including financing,
164 marketability of title, and appraisal contingencies;

165 (iv) the earnest money deposit shall be refundable for not less than 90 days from the date
166 of execution of the purchase contract or such greater period as provided for in the third-party
167 purchase contract; provided, however, that if the owner unreasonably delays the buyer's ability to
168 conduct due diligence during the 90 day period, the earnest money deposit shall continue to be
169 refundable for an additional period of one day for every day beyond 30 days that the owner has
170 not complied with the provisions of subsection (5) (ii) above. After the expiration of the
171 specified time period, the earnest money deposit shall become non-refundable but shall continue
172 to be a deposit toward the full purchase price; and

173 (v) real estate broker commissions or fees that are associated with the third-party
174 purchase transaction shall be payable upon the closing of the purchase.

175 (6) The Tenant Association or its Successor, or Designee, shall have 160 days from
176 execution of the purchase and sale agreement to perform all due diligence, secure financing for
177 and close on the purchase of the building. Failure to exercise the purchase option within 160
178 days shall constitute a waiver of the purchase option by the Tenant Association, its Successor, or
179 its Designee. The 160 day period may be extended by agreement of both parties.

180 (7) If the Tenant Association, its Designee or Successor, do not exercise their purchase
181 option the Owner may proceed with the sale to the third-party. If the closing date in the third-
182 party contract is extended, for each such extension, the Owner shall provide the municipality and

183 the Tenant Association, Designee or Successor a notarized amendment to the purchase contract
184 extending the date of the closing. Within 7 days of the termination of the third-party purchase
185 contract the Owner shall notify the municipality and the Tenant Association, its Designee or its
186 Successor of the termination. Said notice shall trigger the provisions of paragraphs (d)(1) through
187 (d)(9) of this Section.

188 (8) The Tenant Association, Successor, or its Designee shall ensure that their purchase of
189 the property will not result in the displacement of any Elderly Small Businesses or Socially or
190 Economically Disadvantaged Business that choose not to participate in the purchase of the
191 property.

192 (9) The Department shall enforce this subsection and shall promulgate rules and
193 regulations necessary for enforcement. The Department shall provide municipalities with sample
194 purchase contracts incorporating the requirements of this Section that an owner can provide to a
195 Tenant Association, its Designee or Successor.

196 (e) Short-sales. In any city or town that adopts the provisions of this Section:

197 (1) An owner or a commercial or mixed-use property, shall give notice to each tenant of a
198 commercial or mixed-use property of the intention to sell the property by way of short-sale to
199 avoid foreclosure. Such notice shall be mailed by regular and certified mail, with a simultaneous
200 copy to the attorney general, and the municipality adopting this section within 2 business days of
201 the owner's submission of a request or application to the mortgagee for permission to sell the
202 commercial or mixed-use property by way of short-sale or to accept a deed in lieu. This notice
203 shall also include a notice of the rights provided by this section.

204 (2) No mortgagee may accept any third-party offers or deem the owner's application for
205 short-sale submitted for review unless and until: the mortgagee receives documentation in a form
206 approved by the attorney general demonstrating that the tenants of the commercial or mixed-use
207 property have been informed of the owner's intent to seek a short-sale or deed in lieu and the
208 tenants have had the opportunity to express their interest in exercising a right of first refusal
209 within 60 days or the opportunity to assigned their right of first refusal, or the tenants have
210 waived those rights. If tenants have not affirmatively expressed their interest in exercising a right
211 of first refusal or in assigning that right within 60 days, or have not affirmatively waived that
212 right within 60 days, the tenants' rights are deemed waived.

213 (3) Before a commercial or mixed-use property may be transferred by short-sale or deed-
214 in-lieu, the owner shall notify each tenant, with a simultaneous copy to the attorney general and
215 the municipality adopting this section, by regular and certified mail, of any bona fide offer that
216 the mortgagee intends to accept. Before any short-sale or transfer by deed-in-lieu, the owner
217 shall give each tenant such a notice of the offer only if non-residential units constituting at least
218 51 per cent of the non-residential units occupying the commercial or mixed-use property notify
219 the owner, in writing, that they collectively desire to receive information relating to the proposed
220 sale. Tenants may indicate this desire within the same notice described in paragraph (2). Any
221 notice of the offer required to be given under this subsection shall include the price, calculated as
222 a single lump sum amount and of any promissory notes offered in lieu of cash payment.

223 (4) A Tenant Association representing at least 51 per cent of the non-residential units
224 occupying the commercial or mixed-use property that are entitled to notice under the preceding
225 paragraph (3) shall have the collective right to purchase, in the case of a third-party offer that the
226 mortgagee intends to accept, provided that it:

227 (i) submits to the owner reasonable evidence that the tenants of at least 51 per cent of the
228 occupied units in the commercial or mixed-use property have approved the purchase of the
229 commercial or mixed-use property,

230 (ii) submits to the owner a proposed purchase and sale agreement on substantially
231 equivalent terms and conditions within 60 days of receipt of notice of the offer made under the
232 preceding paragraph (3),

233 (iii) obtains a binding commitment for any necessary financing or guarantees within an
234 additional 90 days after execution of the purchase and sale agreement, and

235 (iv) closes on such purchase within an additional 90 days after the end of the 90-day
236 period described in clause (iii).

237 No owner shall unreasonably refuse to enter into, or unreasonably delay the execution or
238 closing on a purchase and sale with tenants who have made a bona fide offer to meet the price
239 and substantially equivalent terms and conditions of an offer for which notice is required to be
240 given pursuant to paragraph (3). Failure of the tenants to submit such a purchase and sale
241 agreement within the first 60-day period, to obtain a binding commitment for financing within
242 the additional 90-day period or to close on the purchase within the second 90-day period, shall
243 serve to terminate the rights of such tenants to purchase. The time periods herein provided may
244 be extended by agreement. Nothing herein shall be construed to require an owner to provide
245 financing to such tenants. A Tenant Association that has the right to purchase hereunder, at its
246 election, may assign its purchase right hereunder to the city or town in which the commercial or
247 mixed-use property is located, or the housing authority of the city or town in which the
248 commercial or mixed-use property is located, or an agency of the commonwealth, nonprofit,

249 community development corporation, affordable property developer, or land trust. A right to
250 purchase hereunder shall be for the purpose of maintaining the use of the commercial or mixed-
251 use property as permanently affordable rental commercial property.

252 (5) The right of first refusal created herein shall inure to the tenants for the time periods
253 hereinbefore provided, beginning on the date of notice to the tenants under paragraph (1). The
254 effective period for such right of first refusal shall begin anew for each different offer to
255 purchase that the mortgagee intends to accept. The right of first refusal shall not apply with
256 respect to any offer received by the owner for which a notice is not required pursuant to said
257 paragraph (3).

258 (6) In any instance where the tenants are not the successful purchaser of the commercial
259 or mixed-use property, the mortgagee shall provide evidence of compliance with this section by
260 filing an affidavit of compliance with the attorney general, , and the registry of deeds for the
261 county and district where the property is located within 7 days of the sale.

262 (7) The attorney general shall enforce this subsection (e) and shall promulgate rules and
263 regulations necessary for enforcement. The attorney general may seek injunctive, declaratory,
264 and compensatory relief on behalf of tenants and the Commonwealth in a court of competent
265 jurisdiction. The attorney general shall post a sample intent to sell notice, sample proof of notice
266 to tenants, sample notice of offer, and other necessary documents.

267 (f) Foreclosures. In any city or town that adopts the provisions of this Section:

268 (1) When a mortgagee seeks to foreclose, the mortgagee shall provide copies of all
269 foreclosure notices required by Chapter 244, sections 14 and 35A, or any other applicable
270 foreclosure law, , by regular and certified mail to the tenants of the commercial or mixed-use

271 property and to the municipality adopting this Section. The mortgagee shall also provide tenants
272 and the municipality, by regular and certified mail, with a copy of any Complaint filed in Land
273 Court and any Order of Notice issued by the Land Court, pursuant to the Servicemembers Civil
274 Relief Act if applicable, within five (5) days of issuance.

275 (2) The mortgagee shall provide each tenant and the municipality adopting this Section,
276 by regular and certified mail, a copy of any and all Notices of Sale published pursuant to Section
277 14 of chapter 244. (3) No later than 5 business days before the foreclosure auction of a
278 commercial or mixed-use property, the tenants shall inform the mortgagee, in writing, if a
279 Tenants Association representing at least fifty-one percent of the non-residential units occupying
280 the commercial or mixed-use property or an entity to which they have assigned their right of first
281 refusal intend to exercise their right of first refusal at auction and desire to receive information
282 relating to the proposed auction.

283 (4) A Tenants Association representing at least fifty-one percent of the non-residential
284 units occupying the commercial or mixed-use property or their assignee may exercise their
285 collective right to purchase the commercial or mixed-use property, in the event of a third-party
286 offer at auction that the mortgagee receives, provided that the Tenants Association

287 (i) submits to the mortgagee reasonable evidence that the tenants of at least fifty-one
288 percent of the occupied units in the commercial or mixed-use property have approved the
289 purchase of the commercial or mixed-use property,

290 (ii) submits to the mortgagee a proposed purchase and sale agreement on substantially
291 equivalent terms and conditions to that received by the mortgagee in the third-party offer within
292 sixty days of receipt of notice of the bid made under paragraph (3) of this section,

293 (iii) obtains a binding commitment for any necessary financing or guarantees within an
294 additional ninety days after execution of the purchase and sale agreement, and

295 (iv) closes on such purchase within an additional ninety days after the end of the ninety-
296 day period under clause (iii).

297 No mortgagee shall unreasonably refuse to enter into, or unreasonably delay the
298 execution or closing on a purchase and sale with tenants who have made a bona fide offer
299 to meet the price and substantially equivalent terms and conditions of a bid received at auction.
300 Failure of the tenants to submit such a purchase and sale agreement within the first sixty day
301 period, to obtain a binding commitment for financing within the additional ninety day period or
302 to close on the purchase within the second ninety-day period, shall serve to terminate the rights
303 of such tenants to purchase. The time periods herein provided may be extended by agreement.

304 Nothing herein shall be construed to require a mortgagee to provide financing to such
305 tenants. A Tenant Association which has the right to purchase hereunder, at its election, may
306 assign its purchase right hereunder to the city, town, housing authority, or agency of the
307 commonwealth, nonprofit, community development corporation, affordable property developer,
308 or land trust; a right to purchase hereunder shall be for the purpose of maintaining the use of the
309 commercial or mixed-use property as permanently affordable rental commercial property.

310 If there are no third-party bids at auction for the commercial or mixed-use property, the
311 tenants shall have a right of first refusal whenever the mortgagee seeks to sell the commercial or
312 mixed-use property. The tenants shall be notified of any offers the mortgagee intends to accept
313 and shall be given an opportunity to meet the price and substantially the terms of a third-party
314 offer based on the same time line described in paragraph (4).

315 (5) The right of first refusal created herein shall inure to the tenants for the time
316 periods herein before provided, beginning on the date of notice to the tenants under paragraph
317 (1).

318 (6) The attorney general shall enforce this subsection (f) and shall promulgate rules and
319 regulations necessary for enforcement. The attorney general may seek injunctive, declaratory,
320 and compensatory relief on behalf of tenants and the Commonwealth in a court of competent
321 jurisdiction. The attorney general shall post a sample intent to sell notice, sample proof of notice
322 to tenants, sample notice of offer, and other necessary documents.

323 (g) In any instance where the tenants are not the successful purchaser, the seller of such
324 unit shall provide evidence of compliance with this section by filing an affidavit of compliance
325 with the attorney general, the Department, and the official records of the county where the
326 property is located within seven days of the sale.

327 (h) Any notice required by this section, except notice provided by a Tenant Association
328 to the municipality, shall be deemed to have been provided when delivered in person or mailed
329 by certified or registered mail, return receipt requested, to the party to whom notice is required;
330 except that with respect to providing notice to tenants, notice shall be deemed to have been
331 provided when either: (i) the notice is delivered in hand to the tenant or an adult member of the
332 tenant's unit; or (ii) the notice is sent by first class mail and a copy is left in or under the door of
333 the tenant's dwelling unit. A notice to the affected municipality shall be sent to the chief
334 executive officer.

335 (i) It is illegal for an owner or their agent to take any action to evict, threaten, coerce, or
336 retaliate against a tenant or tenants in order to avoid application of this Section.

337 (j) This section shall not apply to the following:

338 (1) property that is the subject of a government taking by eminent domain or a negotiated
339 purchase in lieu of eminent domain;

340 (2) a proposed sale to a purchaser pursuant to terms and conditions that preserve
341 affordability;

342 (3) any sale of publicly-assisted housing, as defined in section 1 of chapter 40T;

343 (4) rental units in any hospital, skilled nursing facility, or health facility;

344 (5) rental units in a nonprofit facility that has the primary purpose of providing short term
345 treatment, assistance, or therapy for alcohol, drug, or other substance abuse; provided, that such
346 housing is incident to the recovery program, and where the client has been informed in writing of
347 the temporary or transitional nature of the housing;

348 (6) rental units in a nonprofit facility that provides a structured living environment that
349 has the primary purpose of helping homeless persons obtain the skills necessary for independent
350 living in a permanent housing and where occupancy is restricted to a limited and specific period
351 of time of not more than 24 months and where the client has been informed in writing of the
352 temporary or transitional nature of the housing at its inception;

353 (7) public housing units owned or managed by or with a ground lease from the local
354 housing authority;

355 (8) any commercial or mixed-use property where the owner is a natural person(s) who,
356 together and separately, own no more than 2 commercial or mixed-use rental units in the
357 municipality and each of whom resides in the Commonwealth of Massachusetts;

358 (9) any unit that is held in trust on behalf of a disabled individual who permanently
359 occupies the unit, or a unit that is permanently occupied by a disabled parent, sibling, child, or
360 grandparent of the owner of that unit;

361 (10) any property that is owned by a college or university that is occupied exclusively by
362 students; or

363 (11) any sale to an Immediate Family Member of the owner for a total purchase price
364 below the current assessed value of the property.

365 (k) A Tenant, Tenant Association, or Successor, Designee or assignee shall not solicit or
366 accept payment or any other consideration for assigning or waiving any rights under this section.

367 (l) Aggrieved tenants, Tenant Associations, Designees, Successors, assignees, and
368 municipalities may seek damages under General Law Chapter 93A and may file a complaint with
369 the attorney general, and may also file a court complaint for equitable and/or monetary relief,
370 including but not limited to damages of a percentage of the sales price and/or injunctive relief in
371 the form of specific performance. Nothing in this Section shall be construed to limit or constrain
372 in any way the rights tenants currently have under applicable laws, including but not limited to
373 chapters 186 and 186A. At all times, all parties must negotiate in good faith.