

HOUSE No. 3910

The Commonwealth of Massachusetts

PRESENTED BY:

Erika Uytterhoeven

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 authorizing the city of Somerville to enact right to purchase legislation.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
<i>Erika Uytterhoeven</i>	<i>27th Middlesex</i>	<i>3/6/2025</i>
<i>Patricia D. Jehlen</i>	<i>Second Middlesex</i>	<i>3/14/2025</i>
<i>Christine P. Barber</i>	<i>34th Middlesex</i>	<i>3/21/2025</i>

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By Representative Uytterhoeven of Somerville, a petition (accompanied by bill, House, No. 3910) of Erika Uytterhoeven and Patricia D. Jehlen (with the approval of the mayor and city council) that the city of Somerville be authorized to establish a program to provide certain tenants and entities the right to purchase the residential property in which the tenants reside when that residential property is being offered for sale. Housing. [Local Approval Received.]

The Commonwealth of Massachusetts

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

An Act authorizing the city of Somerville to enact right to purchase legislation.

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

1 PREAMBLE

2 The City of Somerville is herein authorized to enact a local ordinance for the purposes of
3 preserving affordable housing, providing tenant stability, and maintaining the general welfare of
4 Somerville residents. The ordinance will : (a) afford certain tenants and entities the right to
5 purchase the residential property in which the tenant(s) reside(s), when that residential property
6 is being offered for sale; and (b) set forth the manner in which that right to purchase shall be
7 effectuated, as well as establish remedies for violations. The ordinance shall contain substantially
8 the same language set forth in this Act, and may also contain additional language, terms and
9 provisions consistent with effectuating the purposes of this Act.

10

11 SECTION I: DEFINITIONS

12 For purposes of this Act, the following words shall have the following meanings:

13 “Bona Fide offer”- an offer made with honest and serious intent in an arm’s length
14 transaction for a fixed consideration.

15 “City” - the City of Somerville, Massachusetts.

16 “City Designee” - a nonprofit organization established pursuant to chapter 180 of the
17 General Laws, a public land trust, or other entity that has been designated by the City to acquire
18 residential properties and to maintain those properties as affordable housing pursuant to a deed
19 restriction, with terms as prescribed by the City.

20 “Covered property” - residential property located in the City of Somerville that is not
21 exempt from this Act pursuant to Section 4 of this Act.

22 “Owner” - a person, firm, partnership, corporation, trust, organization, limited liability
23 company or other entity or its successors or assigns that holds title to Residential Property as
24 defined herein.

25 “Purchase and Sale ” - a written agreement whereby an Owner agrees to sell property
26 including, without limitation, a purchase and sale agreement, contract of sale, purchase option, or
27 other similar instrument.

28 “Residential Property” - a building structure, or one or more units therein, designed and
29 equipped for human habitation and located within the City of Somerville.

30 “Sale” - an act by which an Owner conveys, transfers or disposes of property by deed or
31 otherwise, whether through a single transaction or a series of transactions; provided that a
32 disposition of housing by an Owner to an affiliate of such Owner shall not constitute a sale and a
33 transfer.

34 “Tenant” - a person or a household consisting of one or more persons that has entered
35 into a written lease or rental agreement with the owner for possession of a dwelling unit, or a
36 person or household consisting of persons that has paid rent to the owner of a lawful dwelling
37 unit and whose rent payment has been accepted by said owner, and that is residing in said
38 dwelling unit at the time of notification under Section 2(a) of this Act. If there is more than one
39 tenant or tenant household included in such a lease, or separately paying rent to the owner of a
40 dwelling unit, each such tenant or tenant household may exercise the rights granted under this
41 Act.

42 “Tenant Association” - an unincorporated organization with a minimum participation of
43 35% of all Tenants within a building or group of buildings being sold as a single parcel. The
44 tenants of such building or buildings shall have signified their intent to participate in the Tenant
45 Association by signing a form provided by the City.

46 “Tenant Association Designee” - a nonprofit organization established pursuant to chapter
47 180 of the General Laws, a public land trust, or a Tenant Cooperative as defined herein which
48 has been duly selected by the members of a Tenant Association, as defined herein, for the
49 purpose of acquiring the residential property occupied by the tenants.

50 “Tenant Cooperative” - a duly formed cooperative limited equity cooperative housing
51 corporation as defined in Section 4 of chapter 157B of the General Laws.

52 SECTION 2: TENANT OPPORTUNITY TO PURCHASE

53 (a) Notification of Tenants and the City: An owner of a covered property shall, within
54 two (2) business days of accepting, subject to the provisions under this Act and any Ordinance
55 promulgated hereunder, a bona fide offer to purchase that property, notify the municipality and
56 each Tenant that resides in that property, in writing by hand delivery and U.S. mail, that said
57 Owner (i) is selling the property, (ii) has received a bona fide offer for that property and (iii) is
58 offering to sell the property to the Tenant, Tenant Association, Tenant Association Designee, the
59 City, or City Designee for the price specified in the bona fide offer. Such notification shall
60 include a copy of the City's summary of this Act and any Ordinance promulgated hereunder and
61 any associated forms. Any receipt and conditional acceptance by an owner of an offer of a
62 reduced price of a previously received bona fide offer shall be considered a new bona fide offer
63 and all provisions of this Act in any Ordinance promulgated hereunder shall apply to such new
64 bona fide offer.

65 Nothing herein shall prohibit a Tenant, Tenant Association, the Tenant Association's
66 Designee, the City, or the City's Designee from making the initial offer to purchase any property
67 whether or not any previous offer on the property has been made. In the event that the City or the
68 City's Designee makes the initial offer to purchase the property, the Tenant or the Tenant
69 Association or Tenant Association's Designee shall have the same right to purchase provided
70 under this Act and shall have priority for such purpose over the City or City Designee.

71 In the event that a unit is being converted to the condominium form of ownership such
72 that the provisions of Ordinance No.2019-06, the Somerville Condominium/Cooperative
73 Conversion Ordinance are triggered and provide the tenant with the right to purchase the unit

74 they are living in, the provisions of Ordinance No. 2019-06, the Somerville
75 Condominium/Cooperative Conversion Ordinance shall apply instead of the right to purchase
76 provisions herein.

77 (b) Statement of Interest

78 (i) In the case of a covered property being sold as an individual condominium unit, the
79 Tenant shall, within fifteen (15) business days of said notification, notify the Owner and the City
80 using a Statement of Interest form approved by the City (“Statement of Interest”) as to whether
81 or not that Tenant wishes to purchase the property at the price specified in the bona fide offer, or
82 wishes to delegate its rights under this Ordinance to the City or City Designee.

83 (ii) In the case of a covered property consisting of more than one but less than seven
84 dwelling units, a Tenant Association shall within fifteen (15) business days of said notification,
85 notify the Owner and the City using a Statement of Interest form as to whether or not that Tenant
86 Association wishes to purchase the property at the price specified in the bona fide offer, or
87 wishes to delegate its rights under this Ordinance to a Tenant Association Designee.

88 (iii) In the case of a covered property consisting of seven (7) or more dwelling units, a
89 Tenant Association shall within thirty (30) days of said notification, notify the Owner and the
90 City using a Statement of Interest form as to whether or not that Tenant Association wishes to
91 purchase the property at the price specified in the bona fide offer, or wishes to delegate its rights
92 under this Ordinance to a Tenant Association Designee.

93 (iv) In regards to any covered property, the City or City Designee shall have the same
94 amount of time as provided herein to a Tenant or Tenant Association or Tenant Association

95 Designee to notify an owner of its interest in purchasing a covered property at the price specified
96 in the bona fide offer, using the Statement of Interest form.

97 SECTION 3: PURCHASE AND CLOSING ON THE PROPERTY

98 (a) The Tenant or Tenant Association or Tenant Association Designee filing a
99 Statement of Interest with respect to a covered property shall have ten (10) business days from
100 the due date for filing its Statement of Interest to negotiate a purchase and sale agreement with
101 that owner and to notify the City of the outcome of that negotiation. Both the Owner and the
102 Tenant or Tenant Association or Tenant Association Designee shall be obligated to negotiate in
103 good faith.

104 (b) The City or the City Designee shall have twenty (20) business days from the due
105 date for filing its Statement of Interest to negotiate a purchase and sale agreement with that
106 owner. This extended period allows the City or City Designee to negotiate a purchase and sale
107 agreement at the point that the Tenant, Tenant Association, or Tenant Association Designee has
108 declined or otherwise failed to do so. Both the Owner and the City or the City Designee shall be
109 obligated to negotiate in good faith.

110 (c) A purchase and sale agreement negotiated pursuant to subparagraph (a) or (b)
111 shall allow for contingencies including, at a minimum, that (i) the agreement is subject to
112 inspection of the property, and (ii) the agreement is subject to the ability of the buyer to obtain
113 financing.

114 (d) A purchase and sale agreement negotiated by the owner and a Tenant, Tenant
115 Association, or Tenant Association Designee may be assignable to the City or City Designee
116 with the consent of that Tenant, Tenant Association, or Tenant Association Designee and the

117 City or City Designee. Likewise, a purchase and sale agreement negotiated by the owner and the
118 City or City Designee may be assignable to a Tenant, Tenant Association, or Tenant Association
119 Designee with the consent of that Tenant, Tenant Association, or Tenant Association Designee
120 and the City or City Designee.

121 (e) The parties to a purchase and sale agreement shall have ninety (90) days to close
122 on the sale of the property unless such period of time is extended by mutual agreement of the
123 parties.

124 (f) If the Tenant or Tenant Association has entered into a purchase and sale
125 agreement with the Owner but is unable to close on the sale of the property, the contract may be
126 assigned to the City or City Designee, at the option of the City or City Designee. In such case,
127 the Owner and the City or City Designee may, by mutual agreement, extend the deadline for
128 closing.

129 SECTION 4: EXEMPTIONS

130 For the purposes of this Act, the term “covered property” shall not apply to the following:

131 (a) One, two or three unit residential properties which are owner occupied as the
132 owner’s principle place of residence;

133 (b) Any sale of property by an Owner to a spouse, sibling, parent, child, or
134 grandchild;

135 (c) Property that is the subject of a government taking by eminent domain or a
136 negotiated purchase in lieu of eminent domain;

137 (d) Any sale of publicly assisted housing, as defined in section 1 of chapter 40T of
138 the General Laws;

139 (e) Rental units in any hospital, skilled nursing facility or health facility;

140 (f) Rental units in a non-profit facility that has the primary purpose of providing
141 short term treatment, assistance, or therapy for alcohol, drug or other substance abuse providing
142 that such housing is incident to the recovery program, and where the client has been informed in
143 writing of the temporary or transitional nature of the housing;

144 (g) Rental units in a nonprofit facility which provides a structured living
145 environments that has the primary purpose of helping homeless persons obtain the skills
146 necessary for independent living in permanent housing and where occupancy is restricted to a
147 limited and specific period of time not more than twenty-four months and where the client has
148 been informed in writing of the temporary or transitional nature of the housing at the inception;

149 (h) Public housing units managed by Somerville Housing Authority;

150 (i) Any units which are held in trust on behalf of a disabled individual who
151 permanently occupies the unit, or a unit that is permanent occupied by a developmentally
152 disabled parent, sibling, child or grandparent of the owner of the unit; and

153 (j) Any rental unit that is owned or managed by a college or university exclusively
154 for the express purpose of housing students.

155 SECTION 5: TENANT STABILITY

156 An owner shall not evict a tenant or tenants or otherwise terminate a tenancy without just
157 cause if such eviction is for the purpose of avoiding application of this law. Any rights provided

158 under this act are not waivable except as provided in this Act and any provision of any lease or
159 other written agreement to the contrary shall be null and void.

160 SECTION 6: EFFECTIVE DATE

161 This act shall take effect upon its passage.