

The Campaign for the Tenant Right to Purchase in Greater Boston

by

David W. Tisel

B.A. Politics and Economics
Oberlin College, 2013

SUBMITTED TO THE DEPARTMENT OF URBAN STUDIES AND PLANNING IN
PARTIAL FULFILLMENT OF THE REQUIREMENTS FOR THE DEGREE OF

MASTER IN CITY PLANNING
AT THE
MASSACHUSETTS INSTITUTE OF TECHNOLOGY

June 2018

©2018 David W. Tisel. All rights reserved.

The author hereby grants to MIT permission to reproduce and to distribute publicly paper and
electronic copies of this thesis document in whole or in part in any medium now known or
hereafter created.

Author: _____

Signature redacted

Department of Urban Studies and Planning

Certified by: _____

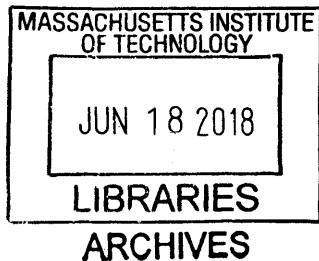
Signature redacted

Professor Justin Steil
Thesis Supervisor

Accepted by: _____

Signature redacted

Professor of the Practice, Cesar McDowell
Chair, MCP Committee
Department of Urban Studies and Planning



The Campaign for the Tenant Right to Purchase in Greater Boston

by

David W. Tisel

Submitted to the Department of Urban Studies and Planning
On May 22, 2018 in partial fulfillment of the requirements for the Degree of
Master in City Planning

ABSTRACT

In this client-based thesis project, I sought to pass a law in Massachusetts, and in the process, to generate knowledge about how regular people can engender progressive policy change. I worked with State Representative Denise Provost, local elected officials, and affordable housing practitioners to write legislation based on Washington D.C.'s Tenant Opportunity to Purchase Act (TOPA) for Massachusetts. While developing this legislation, I lobbied legislators, mobilized advocates, and organized a constituency to try to pass the bill at the state and local levels. Political interest groups representing property owners and the real estate industry opposed the bill and successfully prevented its passage in the Statehouse and in the City of Cambridge in this legislative session, although the campaign for a Somerville Home Rule Petition is ongoing.

To better understand why the urban displacement crisis has not resulted in stronger legal protections for tenants, and to offer strategies for change, I analyze this campaign as an extended case study on the nature of power in state and local governance. I argue that Lukes' three dimensions of power are at work in this case: first, landlords and real estate interests have won all recent open political conflicts with tenants in Massachusetts, creating a path-dependence effect that reinforces the power imbalance; second, governance in Greater Boston represents a pro-development regime (Stone, Molotch), which has removed tenants' rights from the public agenda and reframed the affordable housing issue in terms of supply and demand; third, many tenants do not question their lack of rights as renters due to the ideological supremacy of private property rights. To overcome these obstacles to change, advocates for anti-displacement legislation should focus on developing tenant leadership by building organizations that create new sources of power.

Thesis Advisor: Professor Justin Steil

Client Sponsor: The Honorable Representative Denise Provost of the 27th Middlesex District in the General Court of the Commonwealth of Massachusetts

Acknowledgements

Thank you, Denise, for your dedication to this project, for supporting my learning and development, and for modeling the type of principled leadership that our world needs.

Thank you, Justin, for pushing me to think more deeply about the connections between theory and practice, and for teaching by creating space for critical thinking.

Thank you for your contributions to this project: Representative Michael Connolly, Mayor Joseph Curtatone, Alderman Ben Ewen-Campen, Alderman JT Scott, Alderman Will Mbah, Alderman Stephanie Hirsch, Alderman Marc Niedergang, Alderman Jesse Clingan, Alderman Matt McLaughlin, Alderman Lance Davis, Alderman Katjana Ballantyne, Alderman Bill White, Alderman Mary Jo Rosetti, Councilor Ayanna Pressley, Councilor Dennis Carlone, Councilor Quinton Zondervan, Councilor Sumbul Siddiqui, Prof. Gerald Frug, Prof. Marshall Ganz, Sean Tierney, Fred Berman, Matt Thall, Jon Seward, Jon Achatz, Ellen Schacter, Karen Narefsky, Daniel Leblanc, Rene Mardones, Annie Connor, Jason Grossfield, Hannah Carillo, Michael Faloney, Ben Echevarria, Jordan Neerhof, Nisa Marks, Elizabeth Haney, Nayeli Rodriguez, Alex Bob, Eliana Golding, Dan Totten, Joel Wool, Ronald Claude, Luke Shaber, Nick Kelly, Susie Husted, Katherine D'Onfro.

Special thanks, for helping to take care of me while I've been working on this project, in big and small ways, to Bella Purdy, Tamara Knox, and Hariotte Ranvig.

Dedication: To my parents, Jim and Carol, who nurture and educate to change the world.

Table of Contents

1. Introduction: Tenant Displacement in Somerville, MA.....	9
2. Methods.....	15
3. The Tenant Opportunity to Purchase Act (TOPA) and Limited Equity Cooperatives in Washington, D.C.....	19
4. Home Rule Legal Precedent: the Need for State Authorization in Massachusetts.....	25
5. Campaign Summary and Timeline.....	29
6. Evolution of Legislative Language: State Enabling Legislation to Home Rule Petitions.....	33
7. Reflections from Organizing: Democracy and Change in Theory and Practice.....	39
8. Appendices:	
A. 1/2017 State Enabling Legislation (H3017) by Rep. Provost.....	63
B. 12/2017 Unofficial “Redraft” of H3017 by Tierney, Provost, Thall, Achatz, Tisel.....	65
C. 1/2018 Draft Somerville Local Ordinance by Tisel.....	71
D. 2/2018 Somerville Solicitor’s Draft Home Rule Petition by Grossfield, Tisel....	85
E. 3/2018 Redraft of Somerville Home Rule Petition by Berman, Tisel.....	93
F. Statehouse Hearing Panelists on 10/16/2017.....	107
G. Summary Visual of Network Analysis for State Enabling Legislation.....	109
H. Path from Bill to Law in Massachusetts.....	110
I. H3017 Fact Sheet.....	111
J. Tenant Purchase Timeline.....	112
K. Call Script for Enabling Legislation.....	113

Introduction: Tenant Displacement in Somerville, MA

Charline Lake has not unpacked her boxes.

It has been more than a year since she moved to Arlington when her apartment building in Somerville was sold. The new owner, a Somerville dentist and real estate entrepreneur named Mouhab Rizkallah, forced the tenants out by doubling the rent, harassing tenants with unannounced construction and utility shut-offs, and evicting the rest. Today, “The Chadwick,” the 25 unit apartment building at 131 Orchard St., is empty except for the construction workers hauling out debris.

When the sale was final, we were informed that it had taken place and Dr. Rizkallah sent us letters saying the rent would be more than doubling in the next year[...] He wanted us out of there. It was just hell. Noise, pollution, workers tromping around with no warning, parking pickup trucks on the lawn, tearing out all the landscaping because it was all going to be replaced. It was like living on a construction site[...] I was really really upset. On behalf of everyone else in the building. I mean there were people in the building who were very low income. Some disabled. Many had been there for a very long time. And it just felt like Stormtroopers were coming in.¹

After 14 years of living at The Chadwick, Charline, now 73, searched for a new place in her neighborhood, Davis Square, and then in every other neighborhood on the Red Line, but could not find anything remotely affordable to rent for an amount she could pay with her retirement and social security income. With severely impaired vision, Charline prefers not to drive, especially at night. So she moved to Arlington, which is on a bus line that connects to Davis Square. But she has found that bus to be extremely unreliable and frustrating. When I asked Charline about her new neighborhood, she told me:

I hate it. I loathe it. There’s no street life. There’s no street musicians. There’s no panhandlers, there no young people, there’s no life. Every time I come to Davis Square, I think, “I’m home.” I do not feel at home there [in Arlington]. I moved a year ago March 1st and I have not unpacked my boxes. I don’t want to. I don’t live there. I sleep there, I stay there, and I know I don’t have a choice about it. But I don’t live there. I don’t want to unpack. My friends say I would feel happier if I would unpack. And I say: would I

¹ Interview with Charline Lake. 4/22/2018.

really? I might unpack eventually... or not. I'm 73—ultimately I'll die. It will be easier if I'm all packed up when that happens. I mean I wouldn't mind finding my toaster but hey.²

Winning the Lottery for an Affordable Home

Somerville is a city of renters, but not for renters. Fully two-thirds (67%) of Somerville households are renters, nearly half of whom (44%) experience what the Department of Housing and Urban Development calls a *housing cost-burden*, paying more than 30% of their gross household income on housing expenses.³ The median Somerville rent (\$2,641),⁴ not including heat or utilities, represents 44% of the median household income of Somerville residents.⁵ A single tenant working full-time at \$15 per hour would not be able to pay the median rent in Somerville even if she paid no taxes and put 100% of her income towards rent.⁶

In 2015, the City of Somerville created a Sustainable Neighborhoods Working Group to study the housing conditions in the city and recommend policy solutions. The working group's final report found that 74% of Somerville renters would not be able to afford to rent another apartment in the city if they had to leave their current apartment.⁷ Furthermore, “the vast majority of low-income families, who in turn comprise the vast majority of Somerville Public School students, are at risk of displacement or extreme cost burden.”⁸

The Metropolitan Area Planning Commission (MAPC) defines “displacement” as occurring on a systemic level “when out-migration exceeds the natural turnover rate because residents who otherwise would not consider moving feel pressure to do so due to changes in the cost and availability of housing.”⁹ Renter turnover occurs in regularly functioning housing markets, and individual tenants often choose to move without being “displaced.” Tenant displacement from hot housing markets occurs when tenants leave because they cannot pay rent increases, are evicted, or choose to leave because of landlord harassment, and when tenants want to remain in the neighborhood but cannot find another place that they can afford.

In 2015, Somerville commissioned a housing needs assessment as part of its implementation of inclusionary zoning for affordable housing. This assessment mirrored the findings of the Sustainable Neighborhoods Working Group, finding that “the challenges facing low income

² Interview with Charline Lake. 4/22/2018.

³ Metropolitan Area Planning Commission (MAPC). “The Dimensions of Displacement: Baseline Data for Managing Neighborhood Change in Somerville’s Green Line Corridor.” 2014.

⁴ Data from Zillow. Accessed 4/23/2018. <https://www.zillow.com/somerville-ma/home-values/>

⁵ Data USA. Accessed 4/23/2018. <https://datausa.io/profile/geo/somerville-ma/>

⁶ Author’s math based on median rent data from Zillow and assumed wages and hours.

⁷ City of Somerville. Sustainable Neighborhoods Working Group Report. 2015.

⁸ Sustainable Neighborhoods Working Group Report 2015

⁹ MAPC 2014

households in the rental market are likely to intensify, given recent rent increases that have led to a monthly affordability gap of over \$1,000 for renter households with incomes under 80% of AMI and the fact that such households outnumber the supply of affordable units by 7,649.”¹⁰

The Somerville Community Corporation reports that over 3,400 individuals applied to participate in a housing lottery for 35 new affordable rental units at 181 Washington St. Eight of these units will be affordable to families earning under 30% of the Area Median Income (AMI), or \$32,350 per year for a family of four, and the remaining 27 will be affordable at 60% AMI, or \$65,700 per year for a family of four.¹¹ All of the units will be permanently affordable with predictable and stable rent increases. Approximately one in a hundred applicants will be accepted. For renters, finding housing stability in Somerville is literally winning the lottery.

Transit-Oriented Displacement

In 1990, the Commonwealth of Massachusetts agreed to extend the MBTA Green Line from Lechmere in Cambridge to College Avenue in Medford—adding five stations in Somerville—as part of a legal settlement with the Conservation Law Foundation over air quality remediation from traffic rerouted through Somerville during construction of the central artery tunnel (“The Big Dig”).¹² Twenty-eight years later, in 2018, the project has begun construction and is expected to be complete in 2021. This project will bring rail transit to Union Square, East Somerville, Gilman Square, Magoun Square, and Ball Square. This extension of rail transit has already had—and will continue to have—a drastic impact on the housing market in these neighborhoods.

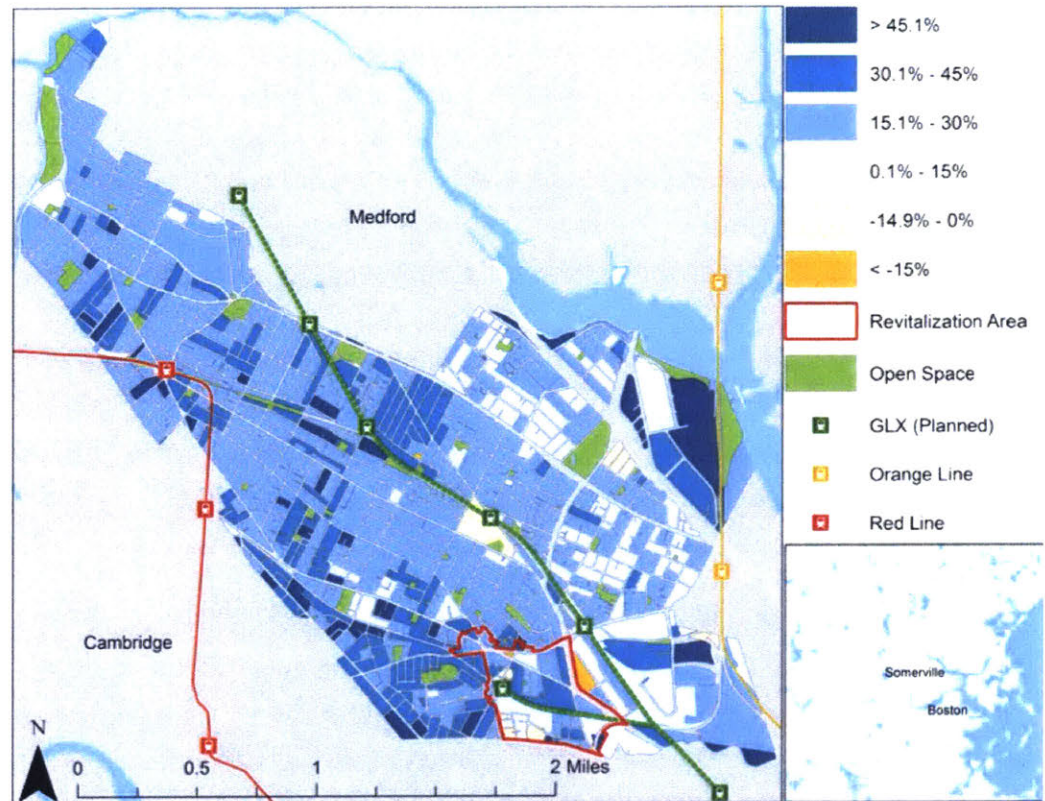
¹⁰ LDS Consulting Group. Somerville Housing Needs Assessment. 2015

¹¹ The 2018 Area Median Income for Metro-Boston is \$107,800 for a family of four. Affordable rents for a 2 bedroom apartment is \$625 per month at 30% AMI, and \$1,251 per month at 60% AMI. Boston Planning and Development Agency. <http://www.bostonplans.org/housing/income,-asset,-and-price-limits>.

¹² AS GREEN LINE EXTENSION MOVES FORWARD, LOCALS HOPE FOR EXPANSION INTO MEDFORD. Joe Walsh. Tufts News Daily. 1.18.2018.

2012-2016: Somerville

Percent Change in
Per Square Foot
Property Values
by Census Block



Sources: Somerville Assessor Data, FY2012 & FY2016; Tufts University GIS Center; Somerville Open Data; MassGIS; MBTA

GIS Analysis by Jordan, Tisel, Vice (2016).

This will not be the first time that rail transit expansion changed the character of a Somerville neighborhood: in 1984, the MBTA Red Line station was opened at Davis Square, precipitating an increase in rents and home values in the decades since. The property value appreciation accelerated further when Massachusetts outlawed rent control after a statewide ballot initiative in 1994. Subsequent rent increases in nearby Cambridge increased demand for housing in Somerville.¹³ Few targeted actions were taken to create or preserve affordable housing in Davis Square, or to create any new housing near the new station. Today, Davis Square home values and rents are the highest in Somerville.¹⁴

In a 2014 report, MAPC projected that neighborhoods near the planned Green Line Extension (GLX) stations will face similar challenges:

We project that between 740 and 810 lower-income households may become newly cost burdened, if the balance between supply and demand along the GLX matches that near

¹³ Teitell, Beth. Boston Globe. "Somerville worries it's growing too hip." August 23, 2013. <<https://www.bostonglobe.com/lifestyle/style/2013/08/22/some-somerville-worry-become-too-hip-for-its-own-good/lbas2h5Q5p9MTl82qQ2OwK/story.html>>

¹⁴ Trulia Heat Map. Accessed 4/26/2018. https://www.trulia.com/home_prices/Massachusetts/Somerville-heat_map/

the existing Red Line stations. Second, conversion of two- and three-family homes to condominiums may displace up to 475 renter households. Third, another 245 households in the GLX corridor face the very serious prospect of expiring affordability restrictions by 2020. Finally, we found that property tax increases, fortunately, will not be a significant source of displacement risk.”¹⁵

Without targeted measures to create and preserve affordable housing in neighborhoods around future stations, the Green Line Extension will be an engine of tenant displacement.

Unfortunately, Matt Levallee will not be taking the Green Line to work. He used to live at 410 Medford St. in Winter Hill, a short walk from the planned Lowell St. station. After living there for six years—“the longest I have ever lived in one address”—he was served a notice to quit by his landlord.¹⁶ “There was no communication before the notice to quit. There was an inspection from the bank three or four months before, but when I asked if the inspection would lead to a sale of the building, [the landlord] said no.”¹⁷ Matt scrambled to find a new place and ended up moving to Somerville’s far West side, “in a four bedroom apartment with strangers.”¹⁸

I was distressed. I have really enjoyed living in this town, it’s very important to me and I have a lot of social capital built up here and I’m just a sentimental person. The prospect of being displaced to a place further away from my employment was disturbing and the prospect of being displaced from my friends was distressing. It was a small miracle that I managed to stay in the city.¹⁹

After Matt was forced to leave, the owners sold the building at 410 Medford St., and Matt’s old one bedroom apartment with an office is now a three bedroom apartment “with much higher rent.”²⁰

Supply and Demand

The common sense “solution” to the problem of housing affordability is to increase the supply of housing. Based on housing demand projections from the Metropolitan Area Planning Council

¹⁵ Metropolitan Area Planning Commission (MAPC). “The Dimensions of Displacement: Baseline Data for Managing Neighborhood Change in Somerville’s Green Line Corridor.” 2014.

¹⁶ Interview with Matt Levallee. 4/20/2018

¹⁷ Interview with Matt Levallee. 4/20/2018

¹⁸ Interview with Matt Levallee. 4/20/2018

¹⁹ Interview with Matt Levallee. 4/20/2018

²⁰ Interview with Matt Levallee. 4/20/2018

(MAPC), the Somerville Comprehensive Plan for 2010-2030 sets a housing production goal of 6,000 units by 2030, 1,200 of which are to be permanently affordable.²¹

But housing production alone will not stop tenant displacement. In the absence of government intervention, low- to moderate-income renters will continue to be pushed from their homes, forced to move to locations farther from rapid transit, work, friends and family.

This project is an incomplete attempt to strengthen the ability of tenants to stay in their homes as their neighborhoods become more attractive to outside investment. I worked with State Representative Denise Provost, local elected officials, and affordable housing practitioners, to adapt the Tenant Opportunity to Purchase Act (TOPA) from Washington, D.C. for Massachusetts. We attempted to pass legislation inspired by TOPA in the Massachusetts state legislature, and then in the cities of Somerville, Cambridge, and Boston. The campaign is ongoing at the time of this writing. This thesis uses the story of the campaign as an extended case study on the relationship between political action and legislative language, and the nature and forms of power involved in local and state decision-making.

²¹ City of Somerville. Somervision Comprehensive Plan 2010-2030. 2012.

Methods

At the start of this project in June, 2017, I asked myself: if I wanted to pass a tenant right to purchase bill in Massachusetts, what would I do? Then, I employed a mixed strategy of lobbying, organizing, and mobilizing, to try to pass the bill. I experienced dozens of failures and successes and I kept a journal to reflect on what was working and what wasn't working. Now, almost a year later, I hope to capture key lessons from this experience and to share that learning with others engaged in organizing for local progressive change.

In this case, my “methods” are best described by my theory of practice. I used three such theories to guide my work. First, Schön’s work on reflective practice provides a template for connecting learning with action.²² Second, Davidoff’s image of the advocate planner describes a symbiotic connection between technical expertise and advocating for change.²³ Finally, Burawoy’s model of the extended case method provides a theory of knowledge that undergirds my broader conclusions in this thesis about the nature of power in society.²⁴ To provide context on the conditions that motivated this work, I also interviewed four tenants who had been displaced from Somerville, and reviewed reports on housing affordability in Greater Boston.

Table 1: Methods Summary

Author	Method	Summary of Application
Schön	Reflective Practitioner	Connecting learning and action
Davidoff	Advocate Planner	Using technical expertise in the service of social change
Burawoy	Extended Case Method	Understanding the world by trying to change it

Reflective practice, or “learning in action,” describes my attempt to create a circle between theory and practice throughout this campaign. For Schön, reflective practitioners reflect after and during action. Reflection is active in the sense that it guides action in the moment: past experiences form a base of knowledge that allows practitioners to evaluate moments and change

²² Schön, Donald. The Reflective Practitioner: How Professionals Think in Action. Basic Books, New York, 1983.

²³ Davidoff, Paul. Advocacy and Pluralism in Planning. *Journal of the American Institute of Planners*, 31:4. 1965.

²⁴ Burawoy, Michael. The Extended Case Method. “Sociological Theory.” *American Sociological Association*. 16:1. March 1999.

course in the middle of action, if needed. For the reflective practitioner, knowledge flows from participation, and strategy is emergent rather than fully predetermined.

In this project, I worked on redrafting legislation while organizing for its passage. This proved to be a valuable combination, as I could translate legislative language to language that was necessary to mobilize my neighbors and elected representatives to support the bill. Here, I found a useful role for technical expertise in the service of advocacy, similar to Davidoff's description of the "advocate planner," where "the planner as advocate would plead for his own and his client's view of the good society."²⁵ Consistent with the vision of Union United and the Union Square Neighborhood Council, our coalition advocated for development without displacement: we planned a city that would retain ethnic and socioeconomic diversity after the green line extension.

Following Davidoff, in my experience with this campaign, I realized that local governments and local political organizations often lack the capacity to develop new, transformative policies, even in the presence of incredible political will. Davidoff writes: "There is very little evidence that local political organizations have the interest, ability, or concern to establish well developed programs for their communities."²⁶ In my experience, the local government and political organizations in Somerville have no lack of interest and concern about the city, but they often lack capacity to design or implement specific strategies for change. The Somerville Board of Aldermen has no staff, and most Aldermen have other jobs and have families. At the state level, Rep. Provost has one staff person, and hundreds of commitments to attend to. I positioned the technical part of this project as providing capacity to elected officials and advocates who were supportive of the intervention but unable to spend the time or resources necessary to fully develop the policy. In sum, I saw the technical work of developing the text of the legislation as vitally connected to the political work to pass it, and I could assist in its passage by providing technical expertise as well as organizing in support.

While reflective practice provides a connection between action and knowledge at the micro-level of campaign strategy, the extended case method connects personal experience with knowledge in the broader sense of drawing theoretical conclusions from the "case" of the campaign as a whole. The extended case method is a form of participant-observation where the researcher embeds her or himself in an institution to explore its workings from the inside. It is form of social science that embraces its own incompleteness based on the researcher's subjective vantage point within the system. Burawoy summarizes: "In the positive mode, social science stands back and observes

²⁵ Davidoff Page 334

²⁶ *ibid.*

the world it studies, whereas in the reflexive mode, social theory intervenes in the world it seeks to grasp, destabilizing its own analysis.”²⁷

In the extended case method, the researcher acknowledges his or her positionality as an inseparable part of the research. Rather than claiming objectivity as the basis for the authority of knowledge, it embraces the truism that “the observer effects the observed,”²⁸ and that knowledge is socially embedded.

The reflexive perspective embraces participation as intervention precisely because it distorts and disturbs. A social order reveals itself in the way it responds to pressure. Even the most passive observer produces ripples worthy of examination, while the activist who seeks to transform the world can learn much from its obduracy.²⁹

In the case of the campaign for a tenant right to purchase, our attempts to pass an incremental tenant protection created backlash from property rights idealists and the real estate industry, and their success at suppressing change is instructive in the workings of power in state and local government in Massachusetts. As advocates for an extreme view of property rights came forward to police public discourse and fight against reasonable regulations of property, they revealed a “third face of power”³⁰ in an ideological commitment to private property rights above reasonable regulations in the public interest. This campaign made a small crack in the normally silent hegemony of the property rights discourse, prompting power to be expressed in more visible ways in public fora.



Yard Sign at 83 Prichard Ave., Somerville (Photo by David Tisel, 2018)

²⁷ Burawoy Page 22.

²⁸ McCarney R, Warner J, Iliffe S, van Haselen R, Griffin M, Fisher P; Warner; Iliffe; Van Haselen; Griffin; Fisher (2007). "The Hawthorne Effect: a randomised, controlled trial". *BMC Med Res Methodol.* 7: 30.

²⁹ Burawoy Page 17.

³⁰ Lukes, Steven. 2005. *Power: A Radical View*. London: Palgrave Macmillan.

Before elaborating further on the campaign for the tenant right to purchase in Greater Boston, the following sections describe what the tenant right to purchase is, based on the Tenant Opportunity to Purchase Act (TOPA) program in Washington, D.C., and why, legally speaking, state authorization is required for a city to establish such a program in Massachusetts.

The Tenant Opportunity to Purchase Act (TOPA) and Limited Equity Cooperatives in Washington, D.C.

History of Passage

Two years after Congress granted “Home Rule” to the District of Columbia, in 1975, D.C. residents elected a City Council for the first time in the 20th Century.³¹ Congress’s Home Rule grant gave the District the authority to pass legislation as if the District were a state, but with Congressional veto power over the District’s ordinances and budget.

The early days of D.C. Home Rule constituted a radical political moment for D.C.’s African American residents and renters. After decades of white flight and disinvestment, the District became the first “state” that was majority African American. Many of the first Councilors, and Mayor Marion Barry, were veterans of the Civil Rights movement. D.C. was also a majority renter jurisdiction where most property owners lived outside of the District. After years of tenant activist pressure to halt displacement from evictions and condominium conversions, the Washington Post called 1978 “The Year of the Renters’ Revolt in the District of Columbia.”³² With a pro-black, redistributive agenda, the D.C. Council quickly became the most tenant-friendly legislative body in the United States.

In 1980, the D.C. Council passed the Tenant Opportunity to Purchase Act (TOPA) as part of the Rental Housing Conversion and Sale Act of 1980. TOPA was part of a larger tenant protection agenda that included rent control, just cause eviction, and regulation of condominium conversion.

TOPA Summary

TOPA gives residential tenants a right of first refusal to purchase their building before it is sold to another buyer. In multifamily buildings, this is a right held in common, rather than individually. Tenants must create a tenant association, and the elected leadership of this tenant association decides if and how they want to exercise their collective right: they can purchase the building as a cooperative or condominium, or they can assign their right of first refusal to another developer. In the case of assignment of rights, the tenant association interviews multiple

³¹ Huron, Amanda. *Creating a Commons in the Capital: The Emergence of Limited-Equity Cooperatives in Washington, D.C.* “Washington History.” Historical Society of Washington, D.C. Vol. 26 #2. 2014.

³² *ibid*

developers and chooses one with a plan favored by the tenant association leaders. This development agreement could include a plan to keep rents low and make needed building improvements (an affordable housing preservation plan), or cash for tenants to move out (a tenant “buyout”). TOPA stipulates that “the exercise, assignment, or sale of tenant rights may be for any consideration which the tenant, in the tenant’s sole discretion, finds acceptable.”³³ This aspect of TOPA has been perhaps the most criticized by conservatives and landlords,^{34,35} and was also a contested part of the bill in the Council deliberations in 1979.³⁶ The Council Chair at the time, Arrington Dixon, argued that the opportunity for tenants to sell their rights was an important part of self-determination and tenant choice, and that the government should not tell tenants what to do with their right of first refusal.³⁷

This is the tenant purchase timeline for buildings with five or more units:

- Landlords must give notice to tenants and the city when they have received an offer to purchase the building that they intend to accept.
- Tenants then have 45 days to incorporate a tenant association and send the owner a statement of interest to purchase.
- The tenant association then has a 120 day negotiation period in which they interview developer partners, negotiate with the owner, and determine the plan of action.
- After the 120 day negotiation period, if the tenant association has signed a contract with the landlord, then they have an additional 120 days to secure financing and close.
- If the landlord does not provide proper notice or is found to be not bargaining in good faith, these timelines can be extended.

TOPA also applies to single family homes and two- to four-unit buildings. The timelines and regulations are slightly different in these two cases. Tenants in single family homes have an individual right of first refusal with a shorter timeline. Tenants in two to four unit buildings have a joint opportunity to purchase, and then an individual opportunity to purchase, with timelines that are also shorter than for the larger buildings.

³³ DC Code § 42–3404.06

³⁴ “Some D.C. Renters Make Tens of Thousands of Dollars Exploiting Decades-Old Law.” NBC4 Washington. 5.11.2017.

<<https://www.nbcwashington.com/investigations/Some-DC-Renters-Make-Tens-of-Thousands-of-Dollars-Exploiting-Decades-Old-Law-421942054.html>>

³⁵ “D.C. Council Considers TOPA Changes After Huge Payouts Exposed.” NBC4 Washington. 9.21.2017.

<<https://www.nbcwashington.com/investigations/DC-Council-Considers-TOPA-Changes-After-Huge-Payouts-Exposed-446570283.html>>

³⁶ Interview with Rick Eisen. 1.11.2018.

³⁷ Ibid.

Limited Equity Cooperatives

One of the outcomes of TOPA is that Washington D.C. has the largest share of housing units that are limited equity cooperatives in the country, second in absolute number only to New York City.

³⁸ Forming a limited equity cooperative (LEC) is one of the many options available to tenant associations exercising their rights under TOPA.

An LEC is a collective form of ownership that gives each resident a share of the cooperative corporation that owns the building. Ownership of a share entitles residents to live in a specific unit. When residents move, they sell their share for a price that is below market value compared to what the unit would sell for as an unrestricted condominium. The share price and rate of appreciation are set in the cooperative bylaws and sometimes doubly enforced by external covenants with lenders who have an interest in affordable housing preservation (such as the City or a Community Development Financial Institution). Residents, or shareholders, are voting members of the cooperative who elect a Board of Directors that oversees the management of the building. The Board determines the annual increase in carrying charges, which are similar to condominium fees that residents pay the cooperative on a monthly basis. The cooperative uses this income to pay down its mortgage on the building and to pay operating expenses. Typically in D.C., LECs contract with a property management company, which reports directly to the Board.

LECs provide tenure security and low cost housing for low- to moderate-income people while creating a democratic ownership and management structure that empowers residents. LECs can also provide modest equity gains, depending on the cost and appreciation structure of the shares. The share value could be as low as what tenants would pay for a security deposit, and pegged to inflation, or it could be as high as tens or hundreds of thousands of dollars, with a 5% annual appreciation rate, for example. The Board has wide discretion and flexibility on setting these terms, within the confines of any external covenants.

The main challenge with the higher, but still limited, equity approach is that it can be difficult to obtain personal mortgage financing for a limited equity cooperative share (or share mortgage). Banks are often hesitant to offer this product due to its novelty and perceived complexity, and because Fannie Mae has traditionally not securitized LEC share mortgages. This may change now that FHFA has passed regulations on the Duty to Serve Program, which “requires Fannie Mae and Freddie Mac to provide leadership to facilitate a secondary market for mortgages on housing for very low-, low-, and moderate-income families,” including a commitment to increase

³⁸ National Co-op Research. Urban Homestead Assistance Board. Accessed 2.15.18.
<<http://www.uhab.org/coopresearch>>

securitization of limited equity mortgages.³⁹ If share mortgages were more readily available from commercial banks, it would allow LEC boards of directors to increase their share prices while keeping the housing accessible to low- to moderate-income people, thus increasing the equity-building opportunity for current and future residents. In the absence of share mortgages, a choice to increase share prices would exclude anyone from the co-op who did not have a large amount of cash on hand. Anecdotally, when LECs have increased share prices without providing share financing, the character and demographics of the cooperative slowly change to serve a wealthier population, even if income restrictions are still in place. Without share financing, high share prices mixed with income restrictions mean that only those with assets and low incomes—anecdotally, “rich kids”—can buy into the cooperative; but with share financing, a moderate-income family could pay off an \$80,000 mortgage over 10 years, building equity if they wanted to save for a downpayment on a market rate home. The limited equity cooperative model is flexible and can be modified to achieve a variety of outcomes in the trade-off range between long-term affordability for future residents and wealth-building potential for current residents.

Because of the fixed, limited equity for residents, LECs are a form of non-speculative housing. Amanda Huron has dubbed the D.C. LECs a “Commons in the Capital.”⁴⁰ These cooperatives represent islands of decommodified housing located within the sea of commodified land markets. In gentrifying neighborhoods, there can be tremendous pressure on them to “de-mutualize,” or go market rate. It can also be difficult to finance LECs under TOPA: current rent payments have to amortize to a loan amount to match a third party offer that is often speculatively inflated based on a profit maximizing developer’s assumption of evicting current tenants and charging higher rents. In this case, either public subsidy fills the gap, or the deal doesn’t work for tenant purchase.

Forming and maintaining decommodified housing in commodified land markets creates a bundle of contradictions. Of course, some cooperatives “fail:” they sell to the highest bidder out of individuals’ personal financial self-interest, or sometimes out of fraud and mismanagement. Others provide below-market housing, collective self-determination, and modest equity gains for generations of low- to moderate-income residents. Maintaining a commitment to economic democracy and tenant self-determination as a matter of public policy requires as its precondition accepting that residents will sometimes make decisions in conflict with policy goals of the broader body politic, such as affordable housing preservation. In other words, if you give tenants power, you should expect them to use it.

³⁹ Duty to Serve Program. FHFA. Accessed 2.15.18.

<<https://www.fhfa.gov/PolicyProgramsResearch/Programs/Pages/Duty-to-Serve.aspx>>

⁴⁰ Huron, Amanda. *Creating a Commons in the Capital: The Emergence of Limited-Equity Cooperatives in Washington, D.C.* “Washington History.” Historical Society of Washington, D.C. Vol. 26 #2. 2014.

Program Implementation and Outcomes

Tenants in the TOPA process have technical assistance and financing support from the District government and aligned nonprofits. D.C.'s Department of Housing and Community Development provides low cost, subordinated debt from its Housing Production Trust Fund for tenant associations to purchase their buildings as limited equity cooperatives. The District also provides grants to two nonprofits, the Latino Economic Development Center and Housing Counseling Services, to provide technical assistance and organizing support to TOPA tenant associations.

There is a well-networked ecosystem of TOPA tenant lawyers, nonprofit developers, community development lenders, and cooperative development consultants in Washington, D.C. Information flows in this small community through formal and informal channels, from individual phone calls to coalition meetings at the Coalition for Nonprofit Housing and Economic Development (CNHED) Tenant Purchase Working Group. There are about twenty people who work in the TOPA-affordable housing preservation field: they know each other and can fit into one room. A handful of these people work in the D.C. government, some of them work for nonprofits that are funded by the D.C. government, and some of them are individuals or organizations that are essentially independent from the government but working within the TOPA framework. Lawyers and organizers work with tenants at the beginning of the process, starting with notification of the pending building sale. Tenants next interview different potential developers or development consultants. If the tenants choose a developer with a plan to preserve affordability, the developer will likely seek financing from the District government and private community development lenders.

Data on TOPA outcomes, especially for the program's first two decades, is hard to come by. However, a 2013 report from the DC Fiscal Policy Institute found that TOPA and the District financing program helped to preserve nearly 1,400 units of affordable housing in 49 buildings in D.C. between 2003 and 2013 with \$130 million in total investment.⁴¹ The same report found that the average per unit development cost was \$165,000, with \$97,900 in public support per unit, which is lower than the per unit subsidy cost of building new affordable housing in D.C. The report also emphasizes the importance of District financing through the Housing Production Trust fund, and technical assistance, to make the tenant opportunity to purchase a real opportunity for low- to moderate-income tenants.

⁴¹ Reed, Jenny. "DC's First Right Purchase Program Helps to Preserve Affordable Housing and Is One of DC's Key Anti-Displacement Tools." D.C. Fiscal Policy Institute. 2013.

TOPA for Greater Boston

Given the rapidly escalating rents in Greater Boston, passing TOPA could give tenants, nonprofits, and municipalities a new tool to preserve affordable housing and prevent displacement. Limited equity cooperatives and nonprofit rental housing are even more important for cost control and tenure security in a state that lacks rent control and just cause eviction. At the same time, the lack of these basic tenant protections would limit TOPA's effectiveness. If landlords can evict tenants before selling their buildings, or execute defacto evictions simply by doubling rents, then a right to purchase is hard to enforce. In drafting local ordinances, Home Rule Petitions, and enabling legislation, our coalition discussed these problems and potential solutions. In the absence of just cause eviction and rent control, we wrote in a "look-back" that provides recently displaced tenants with the same rights as current tenants, and a prohibition of no-fault eviction during the tenant purchase timeline. These changes do not fully fix the problem. On its own, TOPA is far from a bulletproof solution for tenant displacement. Despite all of this, it is still an opportunity to do something about displacement in a political environment where rent control looks to be implausible in the near future due to state preemption.

The following section discusses the possible legislative vehicles for passing TOPA-like ordinances in Massachusetts cities and towns.

Home Rule Legal Precedent: the Need for State Authorization in Massachusetts

One might think from the talk of “Home Rule” in Massachusetts that cities and towns could govern local affairs by passing ordinances without state approval. This turns out to be true if Nahant wants to pass a littering ordinance, and not true if Somerville wants to regulate the real estate market or change the legal relationship between landlords and tenants. Jurisprudence regarding the Home Rule Amendment to the Massachusetts Constitution determines the difference between the two.

Article 89 of the Massachusetts Constitution, “The Home Rule Amendment,” defines the scope of the power of local governments in relation to the Commonwealth. It grants cities and towns “Home Rule Authority” to “exercise any power or function which the general court has power to confer upon it, which is not inconsistent with the constitution or laws enacted by the general court in conformity with powers reserved to the general court.”⁴² On its face, this section seems to grant broad authority to municipalities to pass any local ordinance that the State Legislature (known officially as the “general court”) could pass as a state law, as long as the local ordinance is not in conflict with state law.

Massachusetts courts have interpreted Home Rule authority narrowly, however, to avoid conflicts with state law: if a municipality wanted to pass an ordinance in an area of the law already legislated at the state level, the state law would “preempt,” ie, supersede, the local law, making it null and void. The locality would be found to be acting “ultra vires,” or beyond its legal authority, since the state law already covered that subject and did not delegate further authority in that subject to the municipalities. David Barron notes that “the state’s power to preempt is particularly significant in Massachusetts because, as construed by the state courts, a local ordinance can be found inconsistent with state law—and thus preempted—even without a specific state statute overriding it. It is enough if the state is found to have dealt with the general subject matter in a manner that, by implication, denies local power to act.”⁴³

The following section of the Home Rule Amendment further limits local powers, forbidding municipalities, among other things, from enacting “private or civil law governing civil

⁴² Constitution of the Commonwealth of Massachusetts. Article 89 Section 6.

⁴³ Barron, Frug, Su. *Dispelling the Myth of Home Rule: Local Power in Greater Boston*. Rappaport Institute of Greater Boston. 2004. Page 8.

relationships except as an incident to an exercise of an independent municipal power.”⁴⁴ This language was the basis for a landmark Supreme Judicial Court ruling in *Marshall House, Inc. v. Rent Review and Grievance Board of Brookline* (1970).

The *Marshall House* court held that Brookline was acting beyond its Home Rule authority when it passed a local rent control ordinance. They found that the ordinance regulated a civil relationship between landlords and tenants, and that Brookline’s attempt to regulate rents was not “incident to the exercise of some independent, individual component of the municipal police power.”⁴⁵ Therefore, since Brookline was governing a civil relationship in a way that was *not* incident to an exercise of an independent municipal power, the rent control ordinance was struck down.

The *Marshall House* court interpreted the language in Section 7 of the Home Rule Amendment—“except as incident to an exercise of an independent municipal power”—narrowly. The court held that cities and towns may only legislate within Home Rule authority if the local ordinance is incident to a specific local power already delegated from the State to the municipality. In this case, the Court found that regulating rents was a specific power that had not been granted by the state, so Brookline could claim neither that it was exercising an independent municipal power, nor that this power was incident to another municipal power the state had already granted the city.

In sum, the *Marshall House* decision precludes Massachusetts municipalities from regulating the relationship between landlords and tenants *unless* the ordinance is “incident to” a specific power already granted to the city or town.

Options for Somerville After the Marshall House Decision

Based on the logic of *Marshall House*, it would seem that if Somerville were to pass a tenant right to purchase ordinance without state authorization, courts would likely strike down the ordinance. The risk of this outcome would lead most prudent City Solicitors to suggest seeking state approval through a Home Rule Petition or state enabling legislation.

A Home Rule Petition is a request from a municipality for the state legislature to pass special legislation that only affects the one municipality. After a Home Rule Petition is passed locally, the city or town sends the bill to its state delegation, who seek to pass it in the legislature as a state law granting the specific powers named in the Home Rule Petition to that municipality.

⁴⁴ Constitution of the Commonwealth of Massachusetts. Article 89 Section 7.

⁴⁵ *Marshall House, Inc. v. Rent Review and Grievance Board of Brookline* (1970)

The other form of delegation of state power to municipalities is through enabling legislation, which is a state law that allows all cities and towns to exercise certain powers. For example, cities have the ability to pass local zoning ordinances that regulate real estate development due to enabling legislation from the state: zoning is a state power that has been delegated to municipalities through state enabling legislation. This type of legislation is also referred to as a “local option,” since municipalities have the ability to opt into the law’s provisions or refrain from doing so.

In Massachusetts, the extent to which municipalities can shape local ordinances under the authority granted through Home Rule Petitions or enabling legislation is limited to the specific areas of flexibility written into the state law. In other words, cities have narrow policy-making authority except where municipal discretion is delegated by the state.

An argument in favor of Somerville’s authority to pass the tenant right to purchase as a local ordinance without state authorization could be made if the ordinance were “incident to” a specific power already granted to Somerville by the state. However, it does not appear that the state has granted Somerville authority to regulate residential property sales or landlord-tenant relationships.

The closest analogue could be the power to regulate condominium conversions, but even this is currently in legal doubt in Somerville. The 1985 Home Rule Petition, *An Act Relative to Condominium Conversion in the City of Somerville*, allows the City to create a condominium conversion board “for investigations into and hearings on condominium conversions or proposed conversions, a permit process, tenant notification requirements and other measures to protect tenants, control of evictions, and penalties for violation of the ordinance.”⁴⁶ This Home Rule Petition was approved by the Legislature in 1985 as an amendment to Chapter 37 of the acts of 1976, which was the rent control enabling statute. In 1994, rent control was abolished in Massachusetts following a statewide ballot initiative. The resulting statute, now codified under Chapter 40P of the General Laws, “broadly prohibits any regulatory scheme based upon or implementing rent control” and “any regulation that is part of a regulatory scheme of rent control [...] including the regulation of occupancy, services, evictions, condominium conversion and the removal of properties from such rent control scheme.”⁴⁷ This language in 40P suggests that the state authorization for condominium conversion for Somerville could be in jeopardy. In fact, as of February, 2018, there was a lawsuit pending regarding the City’s authority to regulate condominium conversions. Property owners Jason Kahan and Paul Pavidis sued the city in 2017,

⁴⁶ Massachusetts General Laws, Chapter 218. *An Act Relative to Condominium Conversion in the City of Somerville*. 1985.

⁴⁷ Massachusetts General Laws, Chapter 40P. *The Massachusetts Rent Control Prohibition Act*. Sections 2 and 3. 2018.

arguing that the Somerville condominium conversion ordinance was no longer authorized by state law, since its authorization was nullified when the 1976 rent control statute was repealed.

Given the current uncertainty around the state authorization for condominium conversation regulation in Somerville, it seems unlikely that the City Solicitor would recommend a legal strategy basing a tenant right of first refusal ordinance on a municipal power incident to the city's delegated authority to regulate condominium conversions. Although theoretically possible, this legal argument would be a "slender reed to lean on."⁴⁸

In summary, it appears that state law, and Supreme Judicial Court jurisprudence regarding Home Rule, require Somerville to seek state authorization for a local tenant right to purchase ordinance. As noted, this could take the form of enabling legislation or a Home Rule Petition.

⁴⁸ G. A. Henty. *In The Reign Of Terror*. 1888.

Campaign Summary and Timeline

January, 2017 - Rep. Denise Provost filed H3017, an Act to Preserve Affordable Housing Through a Local Option Tenant's Right to Purchase.

March, 2017 - I met with Rep. Provost to discuss the bill and how I could support it.

May, 2017 - I was elected as a delegate to the State Convention of the Massachusetts Democratic Party. The 2017 Convention was a "Platform Convention" where delegates ratified the Party's official platform. Delegates can propose amendments to the Party platform and charter; amendments are adopted with a majority vote on the floor of the Convention. Our Revolution Massachusetts (ORMA) ran a coordinated campaign to pass a number of progressive amendments. As an ORMA member, I added a line to the proposed ORMA amendment to the Housing plank supporting the tenant right to purchase. I gave a two minute speech on the convention floor in support of the measure. After dissenting speeches from delegates about other parts of the proposed amendment—including a line supporting removing the state ban on rent control and a line that made it seem like ORMA was against the construction of new market-rate housing—ORMA's Housing platform amendment narrowly failed the vote on the floor of the convention. So the Party platform did not endorse the tenant right to purchase.

June, 2017 - I started as a Rappaport Public Policy Fellow in the Statehouse in Rep. Provost's office. In three months, I met with staff representing 15 organizations, a handful of state Representatives and Senators, and local elected officials in Somerville, Cambridge, and Boston. In these meetings, I described my experience with TOPA and Rep. Provost's bill, I answered questions, and I started building an email list that I have used to send campaign updates and ask people to come to events and hearings.

July, 2017 - I organized a briefing in the Statehouse for elected officials, staff, and the interested public. We had more than 40 people attend, with the majority signing up for further updates. I spoke on a panel with Danny LeBlanc, CEO of Somerville Community Corporation, Lydia Lowe, director of Chinatown Community Land Trust, and Maureen Flynn, Executive Director of the Coalition of Occupied Homes in Foreclosure.

September, 2017 - Housing Committee Counsel Sean Tierney scheduled the hearing for H3017 for October 17. This was three months earlier than originally planned, indicating new interest on the part of the staff and Chairmen of the committee.

I met with Mike Faloney, the director of the City of Somerville's Office of Housing, to discuss TOPA, H3017, and options for Somerville to pursue a Home Rule Petition to accompany the enabling legislation.

October, 2017 - At the hearing on October 17th, the Committee heard testimony for over three hours in support of the bill. In one-on-one communications, I personally asked the majority of these people to testify. Once they agreed to testify, I created panels of 2-4 people each, with thematic groupings. See Appendix F for the list I sent to the housing committee staff in advance of the hearing. In addition to this list, I had to tell a number of people to sign up in person at the hearing, since I was afraid of asking the committee staff to sign up too many people in advance. I spoke on a panel with three other people with experience in TOPA in D.C. Two of them, Rob Wohl and Silvia Salazar, flew up from D.C. to testify and to speak at an event at MIT that I organized.

November, 2017 - Local elections were held in Massachusetts, and Somerville experienced the "Our Revolution Wave," where four incumbents lost to insurgent progressive candidates supported by Our Revolution Somerville, a spinoff organization from the Bernie Sanders 2016 campaign for president. After the election, the Board of Aldermen consisted of 9 people who had been endorsed by Our Revolution Somerville, and 2 people who had not been endorsed. After the election I met with the newly elected Our Revolution Aldermen to talk about pursuing a Home Rule Petition for Somerville.

December, 2017 - I met with leaders from the Massachusetts Association of Housing Cooperatives and Sean Tierney to discuss redrafting the bill to help it move successfully out of committee. Sean Tierney proposed language that we commented on and edited, although it was unclear if this was an "official" redraft or just language for conversation.

January, 2018 - I drafted a model local ordinance based on language in TOPA. I sent this language to Assistant Somerville City Solicitor Jason Grossfield and worked with him and other Somerville City staff on drafting the Curtatone Administration's Home Rule Petition.

February, 2018 - The Cambridge Council voted in favor of a policy order to support H3017. I organized about a dozen people to come speak in favor at the public hearing, and the councilors who submitted the order met with me in weeks prior to discuss strategy.

On the annual deadline to report bills from Committee in the statehouse, which is called "Joint Rule 10 Day," Chairman Honan called an executive session with Chairman Boncore in which they decided to refer H3017 "to study," meaning it was not reported favorably from committee and would not move forward in the legislature in the 2018 legislative session.

The Somerville Board of Aldermen began deliberating the Administration's Home Rule Petition. I was invited to the Legislative Matters Committee meeting to discuss TOPA and the Administration's draft.

March, 2018 - After H3017 was referred to study, Cambridge Councilors Carlone and Zondervan submitted a Policy Order that, if passed, would have directed the Cambridge Solicitor to draft a Home Rule Petition on the tenant right to purchase for consideration by the Council. The Policy Order included the Somerville Solicitor's draft Home Rule Petition as an example. After two Council Meetings with heated opposition from SPOA during Public Comment, this Policy Order was defeated.

In Somerville, reacting in part to the failure of the Policy Order in Cambridge, Fred Berman and I began speaking with multiple Aldermen about how to scale back certain provisions in the Solicitor's draft to give the policy a better chance to pass both locally and in the statehouse. Fred and I redrafted the legislation, and the Legislative Matters Committee voted to replace the Solicitor's draft with our redraft.

I spoke with staff for Boston City Councilors Pressley and Edwards, who were interested in pursuing a Home Rule Petition for Boston. They decided that they needed more time to galvanize support among community organizations, advocates, and their colleagues on the Council.

April, 2018 - The attention of the Somerville Board of Aldermen and Our Revolution Somerville activists shifted to passing a real estate transfer fee to fund the Affordable Housing Trust Fund. Committee Chair Niedergang suggested that the Committee would resume conversation on the tenant right to purchase in the fall. We formed a Somerville leadership coalition between Our Revolution, the Affordable Housing Organizing Committee, the Welcome Project, and individual, unaffiliated tenants. This group was formed to advocate both for the transfer fee and the tenant right to purchase. The Board held two public hearings on the transfer fee, which both featured hours of testimony from advocates and opponents. Those in favor outlasted those against the fee in both hearings.

May, 2018 - The Legislative Matters Committee unanimously approved the transfer fee on May 17. Now, our leadership team is regrouping to strategize for the Somerville tenant right to purchase Home Rule Petition campaign. I turned in this thesis on May 22.

Evolution of Legislative Language: State Enabling Legislation to Home Rule Petitions

H3017: Enabling Legislation

In late 2016, a constituent called Representative Denise Provost about the displacement of tenants at 131 Orchard St., asking, “why doesn’t Massachusetts Law better protect tenants in our situation?”⁴⁹ Rep. Provost looked to examples of how other states approached the issue of tenant displacement resulting from building sales, and she found TOPA.

In January, 2017, Rep. Provost filed H3017, An Act to Preserve Affordable Housing Through a Local Option Tenant’s Right to Purchase,⁵⁰ in the Massachusetts House of Representatives. Modeled on TOPA, but modified for the Massachusetts political environment,⁵¹ this bill began the conversation in the statehouse about this type of policy. As state enabling legislation, H3017 would allow any city or town to opt into a tenant right to purchase program. Rep. Provost drafted the bill, and it was referred to the Joint Committee on Housing, chaired by Rep. Kevin Honan and Sen. Joseph Boncore. The Committee held its public hearing on the bill on October 16, 2017, where public comment lasted for over three hours with overwhelming support.

Roughly two months after this hearing, in December 2017, coalition members (including myself) met with the Counsel to the Housing Committee to discuss potential edits to H3017. Committee staff produced an unofficial “redraft” of the bill.⁵² It was unofficial insofar as it had not been formally approved as a redraft by the bill sponsor or the Committee chairs; it was more of a step in that direction and a medium for discussion with advocates.

This unofficial redraft added more detail to the process for tenant purchase. Policy questions that our coalition discussed with Committee staff included the definition of a covered tenant and how to define a tenant association in the absence of a legal definition of that organizational form under Massachusetts Law.

⁴⁹ Quoted in conversation with Rep. Provost, May, 2018.

⁵⁰ See Appendix A

⁵¹ In contrast to TOPA, H3017 excluded single family homes, duplexes, and owner-occupied three-family homes. It also limited assignability of the right to purchase to entities that would preserve affordable housing, in order to prevent assignment for consideration (tenant buyouts).

⁵² See Appendix B

On the definition of a covered tenant, we discussed whether tenants at will should be covered as well as tenants under lease, and at what point a tenant would begin to have a right to purchase. The draft ultimately defined a tenant as “a natural person who has entered into an express written lease or rental agreement with the owner for exclusive possession of the premises for at least six months, or a natural person who has paid rent to the Owner, which rent has been accepted by the Owner for at least six months.”⁵³

On the matter of tenant associations, H3017 was originally silent, in stark opposition to TOPA, which requires formation of a tenant association for exercising the right to purchase in buildings with five or more units. At every stage of redrafting, I have urged to include this requirement in the Massachusetts legislation, since tenant associations provide the structure for democratic decision-making that is vital when tenants disagree about the course of action in the tenant purchase process. We explored how to require this under Massachusetts state law, which does not recognize tenant associations as a unique organizational structure. Options included creating a new organizational structure in state law, requiring tenants to form cooperative associations under chapter 157B, or requiring tenants to form nonprofit corporations under chapter 180. Based on the simplicity, flexibility, and speed of filing a nonprofit in Massachusetts, we chose the option of requiring tenants to form nonprofit corporations in this draft.

The unofficial redraft also created a list of exemptions, including subsidized housing, to prevent potential jurisdictional conflicts with the state’s right of first refusal for expiring subsidy buildings under chapter 40T; and properties owned by people who own six or fewer units in Massachusetts.

Rep. Provost also provided extensive written comments and her own suggested redraft to Committee staff. These conversations were ongoing until February 7, 2018, when the bill was reported to “study” at the bill report deadline.⁵⁴ Generally speaking, this means that no further action will be taken on the bill in the legislative session.

Home Rule Petitions

Given the chance that that the enabling legislation might not advance from committee, I began conversations with Somerville City staff and Aldermen about the prospects for passing a Home Rule Petition. In January, 2018, I wrote a draft local ordinance adapted from the D.C. TOPA statute,⁵⁵ which could serve as a model for the Somerville Home Rule Petition.⁵⁶

⁵³ See Appendix B

⁵⁴ The next section discusses the politics of this decision in more detail.

⁵⁵ Note that I did not produce all of this language originally; much of it is reproduced from TOPA. D.C. Code § 42-3404

I made changes to TOPA based on the Massachusetts political and legal context, and based on specific feedback from local practitioners and advocates. Following a departure from TOPA in Rep. Provost's enabling legislation, a major change included the removal of the ability of tenants and tenant associations to "sell" their TOPA rights to for-profit developers while retaining the ability to assign rights to entities qualified by the city to develop and own affordable housing. The affordable housing advocacy community in Massachusetts has a focus on preserving units of affordable housing rather than on tenants' rights as ends in themselves. It seems unlikely that established advocacy organizations such as CHAPA or MACDC would support a statute that allowed tenants to take buyouts from developers. Furthermore, opponents of the bill have already seized on this provision in TOPA to attack the entire project as a giveaway to tenants that punishes small landlords and benefits larger developers who can afford to pay for the buyouts.

Secondly, in this draft, I created a "lookback" provision in an attempt to make TOPA more workable in the absence of rent control and just cause eviction protections for tenants in Massachusetts. A tenant who has been displaced within six months of the building sale would have the same right of first refusal as a tenant currently residing in the building, provided that the tenant was not evicted for cause. Without this provision, an owner could ostensibly avoid triggering the tenants' right to purchase simply through no-fault evictions or by tripling the rent before advertising the property for sale. A building without tenants is already worth more to investors than an occupied one; passing TOPA without just cause eviction and rent control could only exacerbate the incentive to clear out tenants before selling. The "lookback" is hard to enforce, but may be the best solution available without passing rent control and just cause eviction. Another possibility would be to give the City a right of first refusal for all residential buildings without tenants. This wouldn't necessarily prevent displacement of current tenants, but could lead to preserving buildings through nonprofit ownership.

If Somerville had Home Rule Authority to pass TOPA as a local ordinance, the City could pass the ordinance that I drafted (Appendix C) with a simple majority vote in the Board of Aldermen and the mayor's signature. However, for the reasons discussed in a prior section, this ordinance would likely be struck down by a state court as "ultra vires" if the ordinance were not backed by a Home Rule Petition or enabling legislation. Accordingly, we asked the City to pass it as a Home Rule Petition.

In February, 2018, Jason Grossfield of the Somerville City Solicitor's office drafted a Home Rule Petition⁵⁷ based on Rep. Provost's enabling legislation⁵⁸ and the draft local ordinance⁵⁹ that I had

⁵⁶ See Appendix C

⁵⁷ See Appendix D

⁵⁸ See Appendix A

shared and discussed with him. I provided extensive feedback, suggestions, and edits to Jason throughout the drafting process. Annie Connor, the Mayor's Legislative Liaison, and Mike Faloney and Hannah Carillo of the Office of Housing, were also closely involved.

The Solicitor's Home Rule Petition is tenant-friendly, with longer timelines for tenant purchase than Rep. Provost's bill, and an assignable City right of first refusal that adds more time to the process. In the Solicitor's draft, tenants can determine the purchase price through an independent appraisal, rather than having to match the third party offer as in previous drafts. The reason for this provision was that third party offers can be wildly speculative based not just on the value of the current building but also on the potential demolition of the current structure and construction of a new, larger building on the land, making it impossible for tenants to match some offers with a mortgage based on income from current rents.

However, these features proved politically untenable. The following section will explain in more detail how the Small Property Owners Association (SPOA) pounced on these provisions to pillory the Cambridge Policy Order based on the Somerville Solicitor's draft language.

Responding to this defeat and feedback from Somerville Aldermen about the political infeasibility of the Solicitor's draft, Somerville activist Fred Berman and I redrafted the Home Rule Petition with attention towards political expediency. The "Tisel-Berman Redraft"⁶⁰ starts with the Solicitor's draft but makes changes in eleven key areas.

First, we removed entirely the provision allowing tenants to commission an appraisal to determine market value; instead, tenants must match the terms and conditions of the third party offer except that the tenants may use financing even if the third party offer was an "all cash offer."

Second, we established an owner occupancy exemption for buildings of one through three units, if the owner has occupied the building and taken the municipal owner-occupancy tax deduction for the three years immediately preceding the sale.

Third, we allowed single unit accommodations to be covered, unless the owner is an occupant.

Fourth, we clarified the family exemption to make it very clear that families can sell or transfer the property, with or without consideration, to spouses, siblings, children, grandchildren, or parents without triggering the tenant right to purchase.

⁵⁹ See Appendix C

⁶⁰ See Appendix E

Fifth, we created the opportunity for tenants to relinquish their rights voluntarily: tenants may not waive their rights in a lease, but after posting of a notice of intended sale, the sale can go through prior to the expiration of the right of first refusal period if all of the tenants sign a form provided by the city saying that they are not interested in exercising or assigning their right of first refusal.

Sixth, we retained the notification of a pending sale to the City, but we removed the City's right of first refusal because of the added delay for property owners and fear that opponents would label the bill as a municipal land grab.

Seventh, to lessen the actual and perceived burden on small property owners of having to wait to sell their property, we established much shorter timelines for buildings of one through three units.

Eighth, we also shortened slightly the timelines for tenant purchase for larger buildings of four or more units.

Ninth, we expanded the definition of "acting in good faith" to include tenants. For example, in our draft, owners may require tenants to demonstrate that they are prequalified for or pursuing financial assistance to purchase, indicating that the tenants are legitimately pursuing purchase and not simply trying to delay the current sale.

Tenth, to plan for implementation and enforcement of this law, we wrote that the Office of Housing Stability will provide the Register of Deeds with a Certificate of Compliance if and only if the current owner of the housing accommodation has complied with the provisions of the Act, and our language directed the Register of Deeds in Middlesex County to only carry out those transfers of property in the City of Somerville that include a Certificate of Compliance from the City.

Eleventh, and finally, we added a preamble establishing that the City of Somerville is experiencing a housing crisis, citing data on median rents, wages, sale prices, and housing cost burden, and stating that the City government is passing housing stability legislation in order to maintain "public peace, health, safety, and general welfare."

We designed all of these amendments to give the bill a fighting chance in the Board of Aldermen and the State Legislature. Each change was based on anticipated or actual pushback from SPOA and the real estate industry. The challenge of the redrafting process was to attempt to preserve vital components of TOPA while diffusing opposition. Although more detailed than Rep.

Provost's original enabling legislation, the resulting legislative language is unfortunately longer and more complicated, which could prove to be a political liability in and of itself.

On March 29th, 2018, in a meeting of the Legislative Matters Committee of the Whole, the Somerville Board of Aldermen voted unanimously to replace the draft language written by the Solicitor's office with the draft written by Fred Berman and I. After that meeting, the Board's attention shifted to the transfer fee to fund the Affordable Housing Trust Fund, which could also potentially support tenant purchase. The tenant right to purchase is now on the back burner for the Board, which will likely take it up after passage of the transfer fee and zoning overhaul. Legislative Matters Committee Chair Mark Niedergang has suggested that a public hearing on the tenant right to purchase language will be held in the fall of 2018.

If Somerville passes the Home Rule Petition in the fall of 2018, it would likely be too late to pass it in the State Legislature in this legislative session, which ends on July 31st, 2018. Home Rule Petitions can be approved in the "informal session" after July 31st, but a bill is voted down in informal session if one member objects to its passage. The most expedient course of action at this point would be to pass the Somerville Home Rule petition locally in the fall of 2018, and then file it in the state legislature at the beginning of the next legislative session, in January, 2019.

Reflections from Organizing: Democracy and Change in Theory and Practice

Guiding Questions

The first type of question embedded in this project is: how can a civil society actor create local or state policy? What structures of power must a person navigate, and what strategies can he or she use? By applying theories of power and social change to the extended case study of this campaign, I will explore these first-order questions to better understand the craft of influence over state and local policy.

Taking a step back, the second type of question is: what positionality in relation to power structures lead some civil society actors to be more successful than others? And what, then, are the implications for a transformative vision of democracy within an unequal society? Reflecting on the different roles I played in the campaign for the tenant right to purchase, I conclude with a normative claim about how citizens should be able to engage more equitably in making change, and I suggest an organizing model that is generative of community capacity.

To provide theoretical lenses to better understand this extended case study, I will start by resurrecting the “community power debate.”

The Debate on Community Power

In the mid- to late 20th century, a group of political theorists sought to understand the nature of power in urban governance. The writers in this decades-long debate include Dahl,⁶¹ Lukes,⁶² Stone,⁶³ and Pierson,⁶⁴ whose positions I will summarize as pluralism, social control, regime theory, and path dependence, respectively.

Pluralists such as Dahl contend that power is “fragmented,” decentralized, and dispersed, with a variety of interest groups and actors with different comparative advantages and resource

⁶¹ Dahl, Robert. 1961. *Who Governs? Democracy and Power in an American City*. New Haven: Yale University Press

⁶² Lukes, Steven. 2005. *Power: A Radical View*. London: Palgrave Macmillan.

⁶³ Stone, Clarence. 1989. *Regime Politics: Governing Atlanta*. Lawrence: University Press of Kansas.

⁶⁴ Pierson, Paul. 2015. “Power and Path Dependence.” Chapter 5 in *Advances in Comparative-Historical Analysis*, James Mahoney and Kathleen Thelen, eds. New York: Cambridge University Press, 2015.

allocations across different issues. In his (1961) study of political decision making in New Haven, Dahl saw little evidence of hierarchy:

The political system was not oligarchical because success depended upon ‘a capacity for anticipating what the organized interests, the political stratum, and the voters in general would tolerate or support.’ This system might be stratified but it was also differentiated: different groups/elites wielded different degrees of influence.”⁶⁵

Critics of pluralism argue that it focuses too much on directly observable behavior, which is the tip of the iceberg for a definition of power. For Lukes, this is but the first dimension of three: the first dimension of power consists of observable behavior that influences policy decisions. This may involve open conflict between groups, such as a group coming out to speak at a local public hearing.

Missing from the pluralists’ analysis, however, is how agenda setting and “non-decision-making” is a form of power,⁶⁶ and Lukes calls this the second dimension of power. This dimension involves how “decisions are prevented from being taken on potential issues over which there is an observable conflict of (subjective) interests.”⁶⁷ The second dimension of power is at work when, for example, political leaders refuse to take action on issues despite public outcry.

Lukes takes a step further to define a third dimension of power as similar to Gramsci’s concept of ideological hegemony: potential issues are kept out of the political arena entirely, due in part to the preference-shaping of elites and creation of “false consciousness” that suppresses “latent conflicts within society.”⁶⁸ The third level of power is at work when would-be dissidents identify with the interests of the powerful even when this works against their own interests.

The following table summarizes Lukes’ three dimensions of power and applies them to this case.

⁶⁵ Judge, David. *Pluralism. Theories of Urban Politics*. Sage, New York, 1995. Page 21.

⁶⁶ Peter Bachrach and Morton S. Baratz. “Two Faces of Power.” *The American Political Science Review*. Vol. 56, No. 4 (Dec., 1962), pp. 947-952

⁶⁷ Lukes page 25

⁶⁸ Lukes page 59

Table 2: Lukes’ Three Dimensions of Power

	Character	Summary	Forum	Example
First	Pluralism	Victory in open political conflict	Public hearings, elections	SPOA defeats the Cambridge Policy Order
Second	Agenda control	Ability to stop or start discussion	Legislative committees, political associations	Stalling of H3017 in Committee; dearth of tenant protection legislation proposed by other state legislators
Third	Hegemony	Control of narrative and ideas	Media, culture	Property rights discourse; "American Dream"

Against the grain of Lukes’ theory of power, which Stone calls a “social control theory” of power, Stone’s regime theory shows how power can act through “social production,” which can be understood as “power to” do something rather than “power over” people. A regime is a cooperative effort between multiple constituencies to build the capacity to govern.⁶⁹ In Stone’s research, the Atlanta business elite and the black middle class formed an effective governing regime with the local government. For Stone, governance involves mobilizing organizations of people and resources.

Regime theory is helpful to understand how real estate interests, including developers, financiers, realtors, and landlords, “govern” with local governments in structural ways. Molotch develops a particular kind of urban regime in “the City as Growth Machine.”⁷⁰ Local governments need developers and real estate investors for their contributions to the city’s tax base and economic development, and real estate interests need the local government for zoning, permitting, and not creating burdensome regulations. In short, power is wielded through social production of a governing regime: “The act of power is to build a regime and achieve capacity to govern.”⁷¹ Governance—in this case urban redevelopment—is accomplished by a governing regime comprised of real estate interests and governments.

⁶⁹ Stone, Clarence. 1989. *Regime Politics: Governing Atlanta*. Lawrence: University Press of Kansas.

⁷⁰ Harvey Molotch. *The City as a Growth Machine: Toward a Political Economy of Place*. *American Journal of Sociology*. Vol. 82, No. 2 (Sep., 1976), pp. 309-332

⁷¹ Stone, Clarence. *Regime Theory. Theories of Urban Politics*. Sage, New York, 1995. Page 65.

Pierson's path dependence framework adds to the literature on community power by illustrating how victory begets more power. Pierson finds that the following effects lead to a "path dependence" of power: the transfer of resource stocks, the alteration of resource flows, the signaling effects of victory (and defeat), altering of discourse, and inducing new investments. To summarize his point, policy victories change the distribution of current and future material resources while also changing the conversation surrounding an issue and the reputation for power of the parties involved in the political struggle; the sum of these effects is a type of path dependence where winners keep winning.

Prior to 1994, Boston, Cambridge, Somerville, Brookline, and Lynn had at various points enacted (and in some cases repealed) rent control. That year, the Small Property Owners Association (SPOA) initiated and narrowly won a statewide ballot initiative banning rent control in Massachusetts. Although it "failed in Boston, Brookline, and Cambridge, it won the state by 51 percent, mostly from the wealthier suburbs."⁷² Since 1994, SPOA and the real estate lobby have successfully defeated all incremental tenant rights proposals at the local and state levels.

Following Pierson, victory in public has a "signaling effect" of a group's power, changing both material conditions and the discourse surrounding the issue.⁷³ Although SPOA's victory in 1994 was marginal at the polls, it was absolute in the sense that it successfully banned rent control, disorganized the tenant unions who were fighting to sustain it, and cemented the group's reputation for power in state and local governments. It also enriched landlords compared to tenants, since owners could charge whatever rent the market would bear. Pierson's analysis is useful in understanding why very few state or local elected officials in Massachusetts want to take on SPOA or real estate interests, given their history of issue victories and reputation for power, which is itself a form of power.

With these theories in mind, I will reflect on my experiences in the campaign for the tenant right to purchase in the following sections.

Influence: Becoming an Outsider-Insider

To pass this law, I have tried to become an outsider-insider in Massachusetts (and Somerville) housing politics. An outsider-insider is a shapeshifter. I put on a suit and meet with elected officials and staff in the statehouse, and I sit on the floor or at kitchen tables in apartments and group houses to talk with neighbors about campaign strategy. I can perform "expertise" with

⁷² Cantor, Patricia. "Massachusetts Rent Control." Shelterforce Online. March/April 1995.

⁷³ Pierson, Paul. 2015. "Power and Path Dependence." Chapter 5 in *Advances in Comparative-Historical Analysis*, James Mahoney and Kathleen Thelen, eds. New York: Cambridge University Press, 2015.

knowledge of legislative language and the D.C. program, and I can mobilize support for public hearings and the legislative process in general.

By living in multiple worlds at once, I provide information between them, serve as a point of linkage, and try to set the agenda in both. Elected officials, such as Somerville Aldermen, can rely on me for technical information, and I can relay information on what's happening in the Board of Aldermen or the statehouse to the community organization we are building. Knowledge of both worlds has increased my ability to put the tenant right to purchase on the agenda for advocates and public officials.

I started to build this role as a Rappaport Fellow last summer. This fellowship allowed me to work in the statehouse for Rep. Provost, but not as an official government employee. This combination of formality and informality was crucial to develop the outsider-insider role. It gave me a foot in the door with state legislators, Somerville Aldermen, and housing advocacy organizations, yet I was still a student rather than an employee of the state, giving me more flexibility to advocate and organize.

The Enabling Legislation: Creating an Issue

As a Fellow, I imagined myself as an organizer of organizations. My general strategy consisted of four steps: first, determine who makes the important decisions about the bill; second, determine who influences those decision makers; third, build a chain of people between myself and the decision makers; and finally, try to jump links in the chain. Later, I adopted more of a "bottom-up" community organizing strategy, but I started the project with more of an orientation towards lobbying and relying on already-existing advocacy organizations.

In three months at the statehouse, I reached out to over 40 different Community Development Corporations (CDCs), housing development nonprofits, housing advocacy organizations, local and state elected officials, and tenants' rights groups. I met with dozens of these people to explain the D.C. TOPA program and Rep. Provost's bill. I organized a legislative briefing at the statehouse and invited three leaders of CDCs to speak on a panel with me. The briefing had over 40 attendees, and I started a campaign email list from the sign in sheet. I met with the staff of the Housing Committee multiple times to talk about TOPA and the language in Rep. Provost's bill.

When we heard that the Housing Committee had moved up the hearing date for our bill to October 17 from an unspecified date in January, 2018—which was ostensibly a change in our favor—I followed up individually with the people I had met with one on one, and I asked them to testify in support of the bill at the public hearing. I signed up 32 people in advance by

emailing names of panels to Sean Tierney at the Housing Committee.⁷⁴ We had more people than that tell me they wanted to testify, but I felt that I was already stretching the bounds of the unspoken rules of statehouse hearings by bringing so many people.

We dominated the public hearing with over three hours of positive testimony from local elected officials, practitioners, and advocates. There was no negative testimony. Chairman Honan had to move the hearing to another room upstairs at 1PM because the original hearing room was booked for another hearing.

There was no negative testimony because before this hearing, H3017 for the tenant right to purchase was “Not a Thing.”⁷⁵ After the hearing, there was a statehouse news story, a story on WBUR public radio, and a few local news outlets picked it up as well. Two days after the statehouse hearing, the Boston City Council voted unanimously on a resolution in support of the state enabling legislation. We generated enough positive momentum that the opposition started to notice, and they started to react.

There are two kinds of opposition to this bill: the public, vocal opposition, and the kind that happens behind closed doors. An example of the loud and vitriolic is the Small Property Owners Association (SPOA). I joined their email list in June of 2017 to keep track of what they were saying about the tenant right to purchase. They were silent on the issue until shortly after the public hearing, when they started to barrage their members with a fear-mongering campaign, saying it was a new form of rent control, would lead to rent strikes,⁷⁶ and would prohibit owners from passing property to their heirs.

The second kind of opposition is less transparent. The Greater Boston Real Estate Board (GBREB), the Massachusetts Association of Realtors (MAR), and the Real Estate Bar Association (REBA) are all influential political interest groups in the statehouse with close ties to legislators, but there is no public record of private conversations between interest groups and public officials, making it hard to track the exercise of this type of power.

In December of 2017, based on meetings with staff for both Senate Chairman Boncore and House Chairman Honan, it looked like there was a chance H3017 would be redrafted by committee staff and sent out of Committee with a favorable report. Committee staff had written new language, although they said it was not an “official redraft,” meaning it had not been signed off by the Chairmen. Then, there was a delay and silence from the Committee. February 7, 2018, the deadline for reporting bills from committee known as “Joint Rule 10 Day,” crept closer. By

⁷⁴ The list of panelists is Appendix F.

⁷⁵ This is what a statehouse staffer told me.

⁷⁶ “Rent Strikes” is always in red in SPOA communications.

late January, we were asking for an extension order for the bill, allowing it to survive past Joint Rule 10 Day—but the Housing Committee under Chairman Honan typically does not grant extension orders. On February 10th, the Committee Chairman called an “Executive Session” of the Committee, where they referred the bill to “study.” There was no committee vote or debate, and no reasons given for the decision. This was not uncommon for committee decisions in the statehouse. When bills die in committee, they typically do so silently, far from the public eye.

Local Campaigns for Home Rule Petitions

While this was happening at the state level, I started to shift my focus to the local governments in Greater Boston. Whether through local Home Rule Petitions or state Enabling Legislation, both the local governments and the state government would have to pass the tenant right to purchase in order for it to take effect in those municipalities. So we started to organize in Somerville, Cambridge, and Boston for Home Rule Petitions. The theory was that if Greater Boston municipalities would pass Home Rule Petitions, they may or may not be approved as such, but would move the conversation forward in the statehouse about the enabling legislation to be re-filed for the 2019 legislative session. Or, they could be approved as Home Rule Petitions, which would mark legislative victories on their own.

In November, 2017, Our Revolution Somerville (ORS) swept the local elections in Somerville. ORS is a spinoff of the Bernie Sanders 2016 presidential campaign that has turned into a grassroots movement for progressive change in Somerville. A citywide organization with more than 60 active members, the group is entirely volunteer-run, with a coordinating committee and about six working groups including a local elections working group, a labor working group, and a housing working group. ORS endorsed 9 candidates running for the Board of Aldermen, which has 11 seats. After extensive campaigning on behalf of ORS members that included canvassing and phone-banking for the slate, all 9 ORS-endorsed candidates won election. This included four upset victories against established incumbents, which is an unprecedented result in Somerville politics, which has historically favored incumbents, often with the help of political machines. The Our Revolution Aldermen were elected on a progressive affordable housing platform, including the establishment of a real estate transfer fee, a community land trust, and the tenant right to purchase.

I met with Somerville City staff shortly after the election and outlined a proposal for a Somerville Home Rule Petition for the tenant right to purchase. On January 1st, 2018, Mayor Curtatone was inaugurated for a record-setting eighth term. In his inaugural address, he outlined a ten-point housing plan that included sending the legislature a Home Rule Petition for the tenant right to purchase.

In January, I adapted the TOPA ordinance to the Massachusetts legal and political context. I sent this draft to the Somerville solicitor and staff who were working on the Home Rule Petition, and I met with them to discuss my draft language. Assistant Solicitor Jason Grossfield wrote the Curtatone Administration's draft in late January with input from Legislative Liaison Annie Connor, Housing Division staff Mike Faloney and Hannah Carillo, and myself. In early February, the Legislative Matters Committee of the Board of Aldermen took up discussion of the Solicitor's draft.

Meanwhile in Cambridge, I met with Councilors Carlone and Zondervan to pitch the Home Rule Petition idea. Councilor Carlone was very receptive and supportive. Councilor Zondervan was supportive but unsure about following the Home Rule Petition strategy. As a first step, they spoke with colleagues on the 9-person City Council and found a majority of support for Rep. Provost's enabling legislation. On February 5th, just two days before Joint Rule 10 Day, after a Public Comment period featuring both vocal SPOA opposition and support from affordable housing advocates, the Cambridge Council voted 7-2 in favor of a resolution to support the enabling legislation. The resolution was delivered to the statehouse the next day, but unfortunately it did not affect the outcome of the enabling legislation in the Housing Committee.

Shortly thereafter, Councilor Carlone put a policy order on the Council agenda to ask the City Solicitor to draft a Home Rule Petition. We believed that we had 6 or 7 votes in favor of this policy order based on the outcome of the prior resolution and Carlone and Zondervan's conversations with other Councilors.

At this point, SPOA stepped up its mobilization to kill the Cambridge Home Rule Petition. They sent about twenty angry property owners to the February 26 Council meeting. Cambridge City Council meetings always start with "Public Comment," where anyone can come testify for up to three minutes on any item on the city's agenda. In effect, every Council meeting is a public hearing if people mobilize around agenda items. This is different than in Somerville, where Board meetings are closed to public comment and public hearings are separate events.

At the February 26 meeting, much of the opposition pointed to a lack of clarity on what the Home Rule Petition would consist of, since it hadn't been written yet. SPOA, and some moderate Councilors, called for more specificity. Councilor Simmons exercised her charter right, which allows any Councilor to delay the vote on an agenda item until the next Council meeting. It was unclear whether she did this to support the measure, defeat it, or simply give the Council more time to consider it.

Reacting to the pushback on lack of specificity, Councilor Carlone intended to put forward sample language as an example of what the Cambridge Solicitor could draft. So his aide, Matt

McLaughlin, who is also the Ward 1 Alderman in Somerville,⁷⁷ submitted the Somerville Solicitor's draft as sample language.⁷⁸ This proved politically problematic for a few reasons.

The Somerville Solicitor's draft included a provision allowing tenants to commission an appraisal of the property to determine the fair market value, rather than having the purchase price strictly tied to the third party offer. The reason for this provision was to prevent the situation where someone makes an outrageous offer based on a speculative zoning change, creating a purchase price that could never be financed by current rents and thereby precluding successful tenant purchase or assignment of rights. But SPOA called this socialism: not only will the government tell you that you must sell your property to your tenant, but the government will also decide what you can sell your property for.

SPOA attacked the draft language for the length of tenant purchase timelines (especially for the 2-3 unit buildings), its lack of specificity on whether sales to family members would be exempt, and the provision that allowed the City or its designee a right of first refusal if tenants did not exercise theirs. In addition, they attacked Councilor Carlone and Matt McLaughlin in particular for using language from Somerville in Cambridge.

SPOA sent over 40 angry property owners to the Public Comment, and the Cambridge Residents alliance only sent a handful of people to speak in favor. The other organization for affordable housing in Cambridge, A Better Cambridge (ABC), did not weigh in for or against the bill, due to disagreements in the organization's leadership about it.

The more moderate supporters for the Policy Order on the Council were intimidated by the deluge of opposition from SPOA during public comment, and the motion to send the Policy Order to the Council Housing Committee failed 6-3. In less than a month, SPOA turned a 7-2 majority for the tenant right to purchase into a 6-3 majority against it.

Later that week, the Somerville Board of Aldermen Legislative Matters Committee Chairman Mark Niedergang called me to tell me that he was planning on delaying a vote on the tenant right to purchase until the fall. He is a supporter of the Home Rule Petition, but he thought that the Cambridge experience showed that the Somerville Solicitor's draft needed substantial revision before being put before the public for a hearing in Somerville. So, I worked with Fred Berman—an experienced Somerville housing activist who wrote the city's linkage fee and inclusionary zoning language—on a new draft for Somerville. On March 29th, the Board replaced the Solicitor's language with the "Tisel-Berman Redraft."⁷⁹ Chairman Niedergang

⁷⁷ Somerville Alderman is a part time position, and most Aldermen have another job as well.

⁷⁸ See Appendix D.

⁷⁹ See Appendix E

suggested that the Board would hold a public hearing on the bill some time in the fall, and that an informal working group will iron out some of the ongoing policy questions in the redraft.

Public Hearings and Power

Do public hearings matter? Prevailing wisdom in the statehouse is that public hearings do not matter towards the outcome of the bill in question, especially in the House. Every bill is entitled to a public hearing, but most statehouse hearings are scheduled during the work day, and many are anticlimactic events where few people speak for or against the bill. Committee Chairmen and the Speaker control the movement (or stalling) of legislation in the statehouse through Committee reports and the House floor agenda. It is an open question whether public testimony affects Committee Chairmen's decisions on which bills to refer favorably from Committee, and if the tenor of a bill's public hearing has any bearing on the Speaker's choices of which bills to bring up for a vote.

This suggests that public hearings may not have a strong effect in Massachusetts state politics. Yet, hearings certainly matter at the local level. SPOA used the Public Comment feature of Cambridge Council meetings to kill the Home Rule Petition, which beforehand had a strong majority of support on the Council. It may be that public hearings matter more in local politics, where elected officials feel a stronger connection to their constituent-voters. It seems like most voters pay more attention to hearings at the local level than the state level, making engagement in the legislative process more salient at the local level, even though municipalities have limited decision-making authority compared to the state under Massachusetts law.

Public opposition at hearings may have more likelihood of defeating a proposal than public support has to advance it. Creating a new policy requires ongoing support and momentum, and even then it still involves political risk. On the other hand, defeating a proposal maintains the status quo, so the bar for public engagement may be lower.

In "The Logic of Collective Action," Olson argues that in public fora, the concentrated interests of small groups are overrepresented compared to the interests of a diffuse majority.⁸⁰ In other words, it is easier to mobilize a few individuals who have a lot to gain or lose individually than a large number of people who have less to gain or lose, even if the collective benefits or losses are much greater. SPOA's communications exaggerate the potential losses from a new policy to a minority group (landlords) to effectively galvanize opposition at hearings, whereas tenants may not respond as strongly to the idea of a potential new right that they may never use.

⁸⁰ Olson, Mancur. "The Logic of Collective Action: Public Goods and the Theory of Groups." Harvard University Press. (1965).

Public hearings are a form of political theater; they represent one opportunity to organize the expression of power, which can find other outlets based on the type of power. Outsiders can use public hearings to publicize an issue, especially if the hearing coincides with a public relations and media outreach strategy. Outsiders can also use hearings as an expression of power in numbers, although the stature of who is speaking often seems to matter as much or more than the number of people on your side. On the other hand, insiders do not need hearings to exercise influence if they can pick up the phone. In summary, the role of public hearings in Massachusetts politics is a wedge into the contradictions of democracy in this state: hearings may matter if you don't have power, but they don't much matter if you do, so general speaking, they don't matter that much.

I used the statehouse public hearing as an opportunity to create a coalition of advocates that did not exist prior to the hearing. It was also helpful that the Mayor of Somerville voiced his public support for the tenant right to purchase policy, as well as two sitting Aldermen and three Our Revolution challengers who all ended up winning seats. These public expressions of support helped develop leadership for the Somerville Home Rule Petition campaign, which is ongoing.

SPOA also uses public hearings to increase its membership. They turn out landlords to these hearings and then pass around sign up sheets to become dues-paying SPOA members. For SPOA, mobilization actually builds the capacity of the organization rather than deplete it. I have started to implement this strategy by organizing for the tenant right to purchase at Somerville public hearings on other affordable housing matters such as the transfer fee. I listen to the speakers, identify those who support the transfer fee, and if the potential supporter has not already signed up for updates on the tenant right to purchase, I try to engage him or her in conversation in the hallway, clipboard in hand.

Displacement Politics

Since voting in the United States is based on residential address, displaced residents can no longer vote in local elections of the municipality they had to leave. This simple truth changes the political opportunity structure for local elected officials, making them less sensitive to the needs of displaceable renters, since they are not accountable to these voters once they leave the city.⁸¹

In "The Curley Effect: The Economics of Shaping the Electorate," Glaeser and Shleifer argue that "James Michael Curley, a four-time mayor of Boston, used wasteful redistribution to his poor Irish constituents and incendiary rhetoric to encourage richer citizens to emigrate from

⁸¹ If a group of renters feared displacement from their current municipality, they could organize to make this a salient political issue, but the political threat disappears for elected officials if those renters are in fact displaced.

Boston, thereby shaping the electorate in his favor. As a consequence, Boston stagnated, but Curley kept winning elections.”⁸² They define this effect, which they name after Mayor Curley: “By differentially taxing different groups of voters, the incumbent leader can encourage emigration of one of the groups, and maximize the share of the voters who support him.”⁸³ In sum, to the extent that local policy can encourage the migration of certain classes from the city, local elected officials can use such policy to shore up their political base and literally disperse their opposition.

Eliana Golding had been on the organizing team for the tenant right to purchase for almost a year when she learned that her landlady was selling her building, a duplex in Somerville’s Ward 7. “She sent us an email that said, ‘I’m probably going to sell the house, most likely to an investor.’”⁸⁴ Eliana is moving in with friends in Jamaica Plain, where she will have a commute of about an hour to Tufts University, where she is a graduate student. Although she will continue to be involved with the campaign for a tenant right to purchase in Somerville, she will no longer be a resident of the city or a constituent of the elected officials who could pass the bill.

Eddy Toussaint was an active member of Union United, the campaign for a community benefits agreement with the master developer of the area near the new station in Union Square, before he was displaced after a building sale. He shared his story in a letter to Union United:

The lease of our 2-bedroom apartment on Pleasant Avenue was terminated unexpectedly this spring due to the owner’s selling of the property. My wife and I are professionals, with one child in college, who have had an excellent relationship with the owner for the last six years. We very much wanted to be able to stay in Somerville or the surrounding areas. Regrettably, we couldn’t find an apartment in our favorite city of Somerville that met our budget, and having now moved, I can no longer participate in the proceedings and enriching discussions of a formidable organization like Union United.⁸⁵

The political opportunity structure in Somerville favors a pro-development regime insofar as political opponents who are renters get priced out of the city and no longer have the ability to vote in local elections. Against this backdrop, it is all the more remarkable when local governments advance legislation, such as the Somerville Solicitor’s draft Home Rule Petition, that would limit displacement and complicate the process of selling property.

⁸² Glaeser and Shleifer. *The Curley Effect: The Economics of Shaping the Electorate*. JLEO, V21 N1. 2005. Abstract.

⁸³ Ibid. Page 2.

⁸⁴ Interview with Eliana Golding. 4/20/2018.

⁸⁵ Eddy Toussaint. “Being Displaced by Greed.” <http://somervillecdc.org/being-displaced-greed>

Fischel's Homevoter hypothesis⁸⁶ sheds light on the manic opposition of SPOA, and the outsized sensitivity that local elected officials have for the interests of property owners. Fischel argues that small property owners have the most to lose or gain by the actions of local governments, since local government decisions influence property values, which represent these voters' largest and often sole assets.⁸⁷ Homeowners are voters, and they carefully watch local government decisions. Local electeds know this: making a decision that would favor displaceable renters at the (real or perceived) expense of small property owners carries real political costs for local elected officials.

Local governments also have an institutional interest in increasing property values, since local governments in the United States are typically dependent on the property tax for their revenue. The City of Somerville, in particular, is exceptionally dependent on residential property values for its tax base, given the lack of commercial and industrial taxable property within city limits. In 2016, 73.6% of Somerville's property tax revenue was drawn from residential buildings,⁸⁸ compared to under 40% in Boston in the same year.⁸⁹ In its literature, SPOA has capitalized on this, claiming without evidence that the tenant right to purchase would reduce property values and force the city to raise taxes or reduce the quality of its services. Even the most tenant-friendly Alderman would want the city to have a strong tax base to provide decent services without burdening residents with higher tax rates.

Real estate capital has a unique interest in, and influence over, local government decision-making. Local governments are the frontline regulators of the real estate industry: most U.S. states delegate zoning powers to local governments, and Massachusetts is one of them. A common real estate development business model is to buy land cheap, then request the city to change the zoning, combine multiple parcels, or grant a zoning variance, and then to extract more value from that land based on the new development rights. The success of this model depends on local elected and appointed officials. Developers and property owners thus have a material interest in influencing local governments in a way that other types of capital do not. This helps explain why developers tend to spend so much money on local elections, and why so many local politicians finance their campaigns with donations from the real estate industry. If these politicians want to raise the money to be reelected, they will represent the class interests of the people who donated to their campaigns. This can manifest in instrumental power relationships such as "pay for play" development deals, as well as the more subtle expression of structural

⁸⁶ Fischel. *The Homevoter Hypothesis: How Home Values Influence Local Government Taxation, School Finance, and Land-Use Policies*. Harvard University Press. 2005.

⁸⁷ Wealth, Asset Ownership, & Debt of Households Detailed Tables: 2013. United States Census Bureau. <https://www.census.gov/data/tables/2013/demo/wealth/wealth-asset-ownership.html>. Accessed 5.2018.

⁸⁸ City of Somerville Finance Department Presentation. 2016. <https://www.somervillema.gov/sites/default/files/fy16-budget-presentation.pdf>

⁸⁹ City of Boston. 2019 Budget Projections. <https://budget.boston.gov/featured-analysis/property-tax/>

power represented in zoning plans. The issue of collusion between real estate capital and local elected officials has become politicized in Somerville, where a group of four candidates for Alderman in 2017 won elections against incumbents while promising not to take donations from developers.

In sum, local movements for community stabilization operate within a political opportunity structure—including the resident franchise, the homevoter, local government reliance on the property tax, and the reliance of local politicians on donations from the real estate industry—that marginalizes the voices of displaceable renters and amplifies the voices of property owners.

The Power of the Idea of Private Property Rights

Somerville is seen as a city of owner-occupied triple deckers. There is a dominant mythos of the (European) immigrant family who scraped together the downpayment to purchase a three-unit house and rent out two of the units. This romantic image of Somerville is starting to crack as investors purchase these buildings for cash and triple the rent or convert to a condominium form of ownership, displacing tenant families to cater to groups of young professionals who split the cost of one apartment between four incomes rather than two. But the Jeffersonian ideal of the small property owner remains intact, chafing against this new reality.

One way to understand “ideology” is as a system of thought based on material relationships that purposely obfuscates its connection to the material.⁹⁰ Gramsci develops this in his writings on “hegemony” as a an invisible, positive form of power. Gramsci summarizes hegemony as “the ‘spontaneous’ consent given by the great masses of the population to the general direction imposed on social life by the dominant fundamental group.”⁹¹ This is Lukes’ third dimension of power: if an exploited group internalizes a way of thinking that reinforces their exploitation, the exploiter does not have to act to exercise domination.

The term “Real Property” refers to a physical thing, but its power is in its function as an organizing principle of market-based society. Property is created by the state and reproduced by the legal system and political discourse. Instruments such as deeds, mortgages, leases, and wills create and sustain property rights backed by the coercive power of the state. Yet, the real power of the property system is that the institutions enforcing it rarely resort to coercion for compliance with its dictates. Instead, people give their “spontaneous consent” to the system of ideas and social relationships that allows luxury condominiums in downtown Boston to lie vacant while people sleep outside in the street.

⁹⁰Eagleton, Terry. *Ideology: An Introduction*. Verso, 1991.

⁹¹Gramsci. *The Intellectuals. Selections from the Prison Notebooks*. International Publishers. 1971. Page 145.

The property rights ideology has real material value for property owners. The stability of profit relies on the juridical-legal system that recognizes and enforces property rights. Further, it rests on the consent of the propertyless. To the owner, the value of the property rights ideology is literally the value of his or her property, and the ability to realize future gains from ownership.

Neoclassical economics asserts that stable property rights are essential for a growing economy, and research suggests that in some cases, the poor also benefit from stable property rights due to the a greater potential for economic development.⁹² However, the specific content of what constitutes a “stable system” of property rights, and how those rights are balanced or traded off with other human rights, is a political question.

With this backdrop, consider the fundamentalist rhetoric of opponents of the tenant right to purchase in Greater Boston. SPOA forecasted these probable effects of the legislation:

1. Your tenants will be motivated to do anything they can to lower the sale price of the property—like damage it, extensively, and making it unsalable to other buyers.
2. If your tenants decide not to buy the property, what will they do to the property before they move out? Damage it out of spite. Or do a rent strike and refuse to move out, placing a huge burden on any new owners to get rid of them.
3. Tenant advocates will be available to coach tenants on the best way to lower the sales price to them and any other things they can do, like rent strikes.⁹³

In an email blast to fight the Jim Brooks Community Stabilization Act, which would give the City of Boston the legal authority to collect and public eviction data, SPOA claimed that this data collection would constitute:

“LANDLORD SLAVERY: Landlords will be forced to sign leases at the same old rent, with the same tenants. It's **FORCED LEASE RENEWAL**, because landlords - legally - **must maintain and repair** all units, even on zero rental income. **Slavery** is ‘being forced into work,’ ‘work done in harsh conditions for low pay.’”⁹⁴

For SPOA, the organization that prides itself on successfully abolishing rent control in Massachusetts in 1994, any incremental advance in tenants’ rights threatens the supremacy of the property rights ideology, and therefore must be stomped out before the tenants rise up. It’s not actually about the policy in question; it’s about power. It’s about the power of maintaining the

⁹² Miller, Tracy. “The Role of Property Rights in Economic Development that Benefits the Poor.” Grove City College. 2008.

⁹³ SPOA Email. February 24, 2018. Rent Strikes is always in red font in SPOA communications.

⁹⁴ SPOA Email. March 15, 2018.

hegemonic property rights discourse that has so thoroughly dominated Massachusetts state and local politics ever since the abolition of rent control.

SPOA is a unique and fascinating organization that could be an outlier or a function of the charismatic authority of its longtime leader Skip Schloming. Yet the less populist real estate organizations in Massachusetts also espouse this fundamentalist property rights discourse, albeit in more subtle and less inflammatory language. For example, the Massachusetts Association of Realtors (MAR) has this “Statement of Philosophy” in its 2017 legislative agenda:

The Massachusetts Association of Realtors® is dedicated to the right of the individual to own and freely use real property and to the extension of that right to every individual without exception. The Association is also dedicated to the free and full exercise of the “bundle of rights” (ie. possession, control, disposition, exclusion and quiet enjoyment) inherent in the ownership of real property and to the fullest possible enjoyment of the benefits conferred by these rights. The Association is further dedicated to the protection and preservation of the free enterprise system which provides the opportunity for the fullest expression and enjoyment of the “bundle of rights;” the Association promotes an atmosphere of freedom for individual initiative, promotes free and open competition, and zealously safeguards human dignity by defending human rights. Finally, the Massachusetts Association of Realtors® is dedicated to the fundamental proposition that of the National Association of Realtors® Code of Ethics to which every Realtor® swears allegiance that: “upon the highest and best use of the land and upon its most widely allocated ownership depend the survival and growth of free institutions and of our civilization.”⁹⁵

The MAR is not alone in expressing this sentiment; the mission statement of the Greater Boston Real Estate Board (GBREB) also includes its commitment to “promote and defend private property rights.”⁹⁶ By defending the purity of the idea of private property rights, these organizations are contesting power in Lukes’ third dimension. The power of this ideology works alongside the organizations’ direct lobbying and resource mobilization efforts, and their reputation for power, to block tenants’ rights legislation in Massachusetts.

Tenant Organizing and Ideology

Do tenants buy into this property rights ideology, or do they create a counter-hegemonic consciousness? Future research could address this question more directly through ethnographic interviews of tenants in Massachusetts; my interviews focused on the circumstances and feelings

⁹⁵ Massachusetts Association of Realtors. “Realtor Day on Beacon Hill: 2017 Legislative Agenda.”

⁹⁶ Greater Boston Real Estate Board website. <www.gbreb.com>. Accessed 3/15/2018.

surrounding the tenants' displacement from Somerville, rather than the subject of property rights per se. However, noting that my data is incomplete, my experience suggests that most tenants in Massachusetts subscribe to an "American Dream" vision where they will one day become property owners, which may make them partial to defending property rights even if they are currently tenants. It appears that tenancy is not currently a politicized identity, in the sense that few tenants in Greater Boston are organizing as a "class for themselves."⁹⁷ This may be a protracted effect of the loss of rent control, the maintenance of which was the basis for much of the tenant union organizing prior to its demise.

Since that time, most Community Development Corporations (CDCs) in Massachusetts have turned their focus to creating units rather than organizing tenants: for Massachusetts CDCs, "affordable housing" has largely replaced community organizing as the purpose of the organizations.⁹⁸ Part of this shift is due to the change in funding structure of these organizations, which now are largely dependent on foundation grants⁹⁹ and developer fees from completing federal low income housing tax credit projects.

The political construction of the concept of "affordable housing" followed the right wing assault on public housing, rent control, and the "undeserving poor" that marked the Welfare Reform era of the 1990s.¹⁰⁰ "Affordable housing" is typically available to working and middle class people with steady employment (the "deserving poor"), whereas in conservative discourse, rent control and public housing created cheap dwellings for the castigated (usually Black) "undeserving poor." The shift in CDC strategy towards production of "affordable housing" is an attempt to survive in the ideological and federal funding environment after Welfare Reform.

With CDCs largely retired from community organizing, and with most tenant unions out of the picture in post-rent-control Massachusetts, there are few organizations that are organizing tenants in their self-interest as tenants.¹⁰¹ This is likely a strong contributing factor for why tenants are not developing an analysis, or what Jane Mansbridge calls "oppositional consciousness,"¹⁰² relating their displaceability to the benefits accrued by the winners in urban growth regimes. Developing this analysis, while building power by organizing tenant unions, is an important component in winning both the tenant protection policies and the enforcement power of community organization that would prevent tenant displacement. In other words, if property

⁹⁷ Katznelson, Ira. *City Trenches: Urban Politics and the Patterning of Class in the United States*. Chicago: University of Chicago Press, 1981.

⁹⁸ See Stoecker, Randy. "The CDC Model of Urban Development: A Critique and an Alternative." In DeFilippis and Saegert. *The Community Development Reader*. Routledge; 2nd edition (2012).

⁹⁹ Massachusetts also has a tax credit donation program that helps to sustain private donations to CDCs.

¹⁰⁰ See Piven and Cloward. *Regulating the Poor*. Vintage, 1993.

¹⁰¹ City Life/Vida Urbana in Boston is one example.

¹⁰² Mansbridge, Jane. "The Making of Oppositional Consciousness." Chicago: University of Chicago Press, 2001.

owners are fighting to defend property rights in all three dimensions of power, then tenants should do the same.

When I asked my informants whether they had tried to seek legal help or organize neighbors to prevent displacement from the sale of their building, most told me that they did not do this because they thought it would not help—that there was nothing they could realistically do to stay in their homes. This defeatist state of mind about displacement seems to be shared by longtime tenant activists who lost the rent control fight 25 years ago. In this context, what can a civil society actor do to attempt to pass anti-displacement legislation?

Pathways for Change: Lobbying, Mobilizing, and Organizing

Based on theories of power and the experience of this campaign, I will categorize three strategies for policy change into ideal types: organizing, mobilizing, and lobbying.

In a lobbying strategy, lobbyists identify key decision makers, research who is connected to those people, and then plan how to utilize networks to influence the decision makers. The Massachusetts General Laws define “legislative lobbying” as: “Any act to promote, oppose, influence or attempt to influence legislation, or to promote, oppose or influence the governor's approval or veto thereof including any action to influence the introduction, sponsorship, consideration, action or non-action with respect to any legislation.”¹⁰³ Lobbying is accomplished by building relationships with elected officials, staff, and influencers, and by using those relationships to promote legislation. In this vein, Appendix G is a summary visual of a network analysis that I did around the state enabling legislation. I mapped out the critical decision makers and potential influencers for H3017 and used this map to strategize how to connect with these people through my networks.

Mobilizing is a display or use of resources to demonstrate a group’s power. Tactics can include demonstrations, turning out people for hearings, petitions, and letter writing campaigns. Mobilizing can help to inform elected officials of their constituents’ preferences, giving politicians information on how their voting on an issue could affect their electoral future. Mobilizing can also affect policy more subtly by changing the conversation around an issue. Appendix F, the list of panels I signed up in advance for the public hearing at the statehouse, is an example of strategic mobilization.

Organizing is different from mobilizing in that it involves creating strong motivational bonds and leadership teams that remain engaged in building power before, during, and after mobilization. In

¹⁰³ Massachusetts General Laws ch. 3, § 39.

an organizing campaign, equal weight is placed on developing the leadership capacity of the constituency to turn their resources into power to achieve change. In contrast to a lobbying or mobilizing focus on influencing the actors within the current power structure, organizing is a long-term strategy to create new sources of power.¹⁰⁴

The diagram below compares these three approaches to political change. To summarize, lobbyists utilize their networks to connect with influencers who can affect the decisions of target people; mobilizers galvanize a constituency to take an action; organizers draw from their constituency to create a leadership team, and individuals within the leadership team organize their own second tier teams to further develop leadership in the constituency.

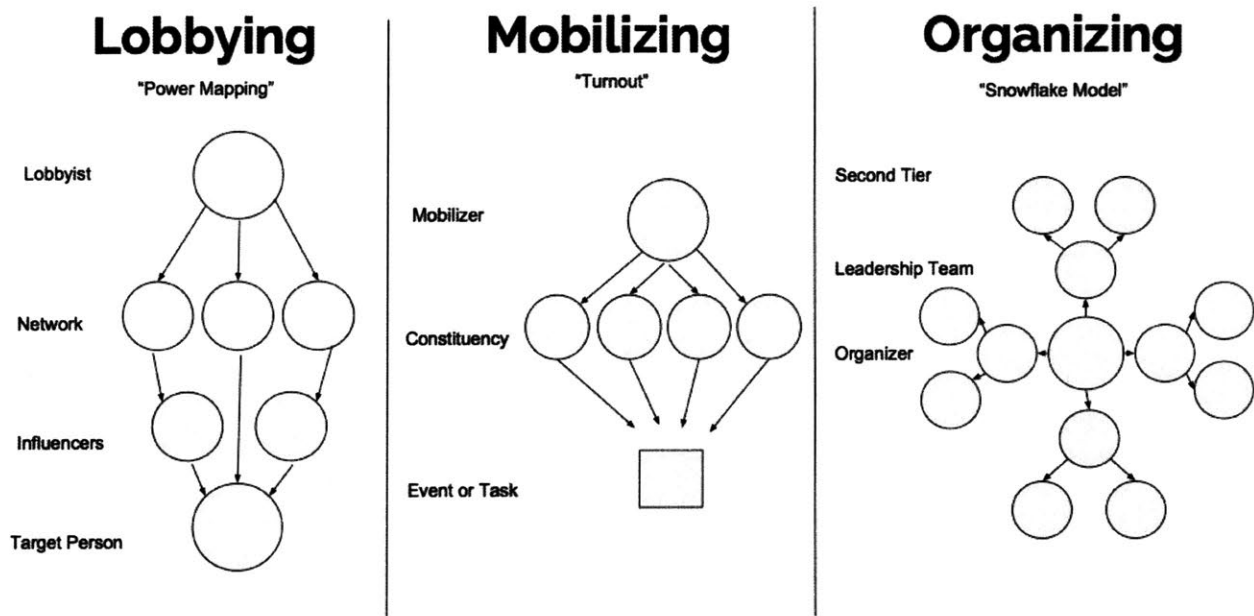


Image created by David Tisel (2018)

Continuing the comparison of these three strategies, the following table contrasts their associated theories of power, theories of change, orienting questions, sample tactics, ideas of success, and potential limitations. This is not designed to indicate that one strategy is superior, but rather than all three strategies have their own uses and limitations, and they can often be pursued in parallel.

¹⁰⁴Ganz, Marshall. "Organizing: People, Power, Change." Course at Harvard Kennedy School of Government. Spring, 2018.

Table 3: Strategies for Policy Change

Strategy:	Lobbying	Mobilizing	Organizing
Associated Theory of Power	Pluralism (Dahl); elites driven	Discourse (Foucault), Counter-hegemonic Narrative formation	Regime theory (Stone); social control theory (Lukes)
Theory of Change	Change the mind of the people who make the laws to change the laws to change the world	Turn out supporters to events to change the conversation to change the idea of what is possible to change the world	Build power to change the political opportunity structure facing decision-makers to change the world
Orienting Questions	Who makes the decisions; who influences the decision makers; how can I build a chain of people between myself and the decision makers; How do I jump links in the chain?	How do we turn out X people to an event; what is the messaging strategy for our campaign; how do we counter our opponents' messaging strategy?	Who are my people; what is the change they need; how do we turn their resources into power to achieve that change; how do we build community capacity to sustain victories? (Ganz)
Sample Tactics	Meetings with legislators; phone, email and letter drives; soliciting editorials and news releases; securing endorsements of pre-existing advocacy groups	Protests; email blasts; phone banking; canvassing; flyering; social media; direct mail	One on one meetings; leadership team formation; house meetings; public demonstrations and art; op-eds and community dialogue
Idea of Success	Policy victories	Changing the conversation; policy victories	Community power
Potential Limitations	Thin support of elites that does not withstand oppositional pressure; lack of community capacity to enforce policy victories, ie "change on paper only"	Not building power or organization with the people who turned out; not directly influencing decision makers; remaining marginal; activist burnout	Not developing or advancing concrete policy proposals; disconnect between constituency and decision-makers; activist burnout

The Cambridge Home Rule Petition experience shows the danger, in particular, of lobbying without organizing. The thin support that we developed among progressive Council members for the Home Rule Petition disappeared when SPOA out-organized tenants and advocates and dominated public comment for two weeks in a row. During the second meeting on the issue, after hours of heated oppositional testimony, Councilor Simmons announced that she was formally withdrawing her name as a co-sponsor, and other councilors eventually switched their votes as well.

Only following an organizing or mobilizing strategy without strategically engaging with elected officials can lead to being stuck on the fringes of policy debates or shut out of the process entirely. However, successfully building sustained community power and mobilizing it at key moments can change the political opportunity structure, creating new possibilities for policy regardless of a movement's connection to politicians or lack thereof.

Lobbying, mobilizing, and organizing strategies can be complementary, especially if they are coordinated. Our Revolution Somerville (ORS) has had some success using all three. ORS is working on pushing the aldermen elected in the "Our Revolution Wave" to enact the policies that they ran on, such as the transfer fee and the tenant right to purchase. ORS can organize and mobilize because of its community capacity, and it can lobby because of its connection to local elected officials that the group helped to elect. At the transfer fee public hearing on April 4th, ORS turned out in excess of 80 people to speak in favor of the bill, and many of them mentioned in their testimony that this would be "an Our Revolution Vote," and it seems that this actually carries weight because of the instrumental role of ORS in the last elections. On May 17th, the Board of Aldermen Legislative Matters Committee unanimously approved the transfer fee, marking the first policy victory for ORS in this legislative session.

From Winning Elections to Building a Progressive Regime

Regime theory suggests that non-governmental actors are instrumental in the task of governance, which is shared between governments and civil society, especially at the local level.¹⁰⁵ To change public policy, then, requires building a governing regime, which includes but is not limited to electing public officials. This is the task facing Our Revolution Somerville, and the public debates over policy proposals such as the tenant right to purchase and the real estate transfer fee are its test.

Stone describes four types of governing regimes: maintenance regimes, development regimes, middle class progressive regimes, and regimes devoted to lower class opportunity expansion.

¹⁰⁵ Stone, Clarence. "Urban Regimes and the Capacity to Govern: A Political Economy Approach." *Journal Of Urban Affairs*. 15:1. 1993.

Currently in Somerville, there is a struggle between proponents of the development regime and a middle class progressive regime. The 2017 Our Revolution election signaled a turning point away from a development regime to a middle class progressive regime, but the change is incomplete. In Gramsci's words, "The crisis consists precisely in the fact that the old is dying and the new cannot be born; in this interregnum a great variety of morbid symptoms appear."¹⁰⁶

How can the activists that elected the Our Revolution Board of Aldermen complete the transition to a progressive regime? I would suggest to continue a mix of organizing, mobilizing, and lobbying, to build power and show it to the progressive electeds and the city at large, both in official fora such as public hearings and on the street. Our Revolution has much of the organizational machinery to accomplish this task. As we move forward, we should recognize the continual nature of politics beyond elections, and develop an analysis of power that connects citizen engagement with policy victory.

Doing Democracy in an Unequal Society

In the preceding sections, I have used the case of the campaign for the tenant right to purchase, and my active role within it, as indicative of the role of civil society actors in political change, without explicit attention to the divisions within civil society that make some actors empowered and others disempowered. But democracy does not happen on an even playing field: given the inequalities in American society, what are the ethics of civic participation for citizens with privilege? Furthermore, if democracy is in the doing, how do we do it equitably, in the sense of expanding the public impact of those voices that have historically been silenced?

I grew up in a Midwestern white middle class family, the son of a teacher and a school psychologist who were U.S. citizens and homeowners. By attending MIT for graduate school, and by receiving a Rappaport Fellowship, I now have the ability to access circles of elites that were previously unattainable to me. I find it curious that when I walk through the doors of legislative offices at the Massachusetts Statehouse, no one questions why I am there.¹⁰⁷ By looking at me, people seem to feel that I belong there, and I have recently learned to pretend it's true. And in that pretending is also a learning, or a socialization into privilege. I wonder how this campaign would have been different had I been a woman of color, a trans person, or an undocumented person. Rather than speculate about that, though, I think that my identity as a white man with class privilege originally biased me towards a lobbying strategy with occasional mobilization for public hearings, rather than a power-building community organizing strategy,

¹⁰⁶ *Selections from the Prison Notebooks*, "Wave of Materialism" and "Crisis of Authority" (NY: International Publishers), (1971), pp. 275-276

¹⁰⁷ The Statehouse is open to the public, but I mean rather that people do not question my legitimacy as someone who is there for an official or business purpose.

which now, a year later, I believe to be the most important component of the campaign in Somerville.

To build an ethics of civic participation, I want to suggest that public leadership can be generative of community power or extractive of community resources. If an issue or election campaign sees itself as purely instrumental, and power is understood as residing in an office to be won, then the campaign is likely to be extractive, where victory is a change of the person on the throne, while the people remain at the sovereign's feet. On the other hand, a generative campaign builds the capacity of the constituency while working towards material change; self-governance is educational, and the struggle is ongoing. If democracy is defined as participation with strangers in the task of creating public policy, then the process is the product, and the seeds of the future we want to achieve must be planted in the movements we build to get there.

The Three Questions

Marshall Ganz begins his course on community organizing by asking students three questions from Rabbi Hillel. The first question is: “If I am not for me, who will be for me? This question suggests that we organize in self interest rather than in charity or sympathy. I am a Somerville tenant organizing with other Somerville tenants to increase our power and our rights under law. As privileged as I am as an upwardly mobile white man in America, as a tenant in Massachusetts, I have few protections from displacement under state law. If my landlady sold the house I live in, I would likely have to move out of the city, or at least move to East Somerville. Organizing around tenants’ rights in gentrifying cities is an opportunity to build solidarity across lines of class, race, and gender. The task, as Katznelson raises in *City Trenches*,¹⁰⁸ is for tenants to become a *class for themselves*, rather than merely an objectively definable class with respect to legal relationship to property. Politicizing tenancy as an identity that crosses over and intersects with other political identities—and creating a renter “oppositional consciousness”¹⁰⁹—is part of the task of any tenant movement.

Rabbi Hillel’s second question is: “If I am only for myself, what am I?” This question urges the organizer to expand his or her understanding of self-interest to create the feeling of solidarity, where an injury to another is an injury to the self. The question also leads to self-scrutiny of the organizer’s positionality in the struggle for change, and how that impacts the ethics of participation. Successful campaigns realize tangible victories while building the capacity of the

¹⁰⁸ Katznelson, Ira. *City Trenches: Urban Politics and the Patterning of Class in the United States*. Chicago: University of Chicago Press, 1981.

¹⁰⁹ Mansbridge, Jane. “The Making of Oppositional Consciousness.” Chicago: University of Chicago Press, 2001.

constituency to pursue further goals. Democratic engagement can be educational and empowering if organizations give their members spheres of autonomy rather than merely tasks for completion. A successful organizer connects people to enable them to turn their resources into power to create the change they need. This understanding of public leadership suggests that rather than being extractive, ethical engagement in politics is generative of community capacity.

The third and final question is: “If not now, when?”

Amanda Gazin had lived in her apartment at 131 Orchard St. for 36 years. Two months after the building was sold to Dr. Rizkallah, she found a notice to quit on her door: she would have to leave within a month.

I was very sad because we had a kind of a nice community. We were like a quirky weird family. A lot of us had lived there a long time. And we did help each other out. Four people had my keys and would let me in if I locked myself out, and they would feed my cats and I would do the same for them. So it was a community. And we lost it, and he basically tore it apart.¹¹⁰

Amanda had been saving for a downpayment on a condominium, but had not been able to find anything in her price range in Somerville. Had it been an option, she said that she would have worked with her neighbors to pursue either the limited equity cooperative option or assignment of the right to purchase to a nonprofit.

I was sad and angry, and depressed that this could happen—that good, ordinary people could have their lives totally ripped apart like that. I mean 36 years. We were tenants at will, but I mean really—36 years and one month’s notice? Was it legal? Yeah.¹¹¹

¹¹⁰ Interview with Amanda Gazin. 4.24.18

¹¹¹ Interview with Amanda Gazin. 4.24.18

Appendix A: H3017, State Enabling Legislation by Rep. Denise Provost, January, 2017

An Act to preserve affordable housing through a local option tenant's right to purchase.

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

Chapter 184 of the General Laws is hereby amended by the addition of a new section 21A, as follows:

1. In any city or town which votes to adopt the provisions of this section, tenants of residential buildings with three (3) or more units, or their designees, as set forth herein, shall have the right of first refusal to purchase such buildings at fair market value, for the purpose of maintaining affordable housing and preventing tenant displacement.
2. At the time of execution of an agreement for the purchase and sale of a residential building with three (3) or more units, except for an owner-occupied building with three (3) units, the owner/seller of the building must give written notice of the agreed-upon sale to all tenants aged 18 or over, and to the municipality, in such form as shall be specified by ordinance or bylaw. The price specified in a good faith, arm's length purchase and sale agreement shall be prima facie evidence of the fair market value of the property.
3. The tenants, or any such non-profit housing entity as the tenants may form or formally designate, shall have forty-five (45) days in which to make a deposit to the owner, equal to five per cent (5%) of the agreed-on sales price, as set forth in the purchase and sale agreement, which shall be held in escrow by the seller's agent or attorney. The tenants, or their designee, shall also execute a purchase and sale agreement with the seller, which shall have priority over the original purchase and sale agreement, contingent on financing.
4. The tenants or their designee shall have an additional one hundred and twenty (120) days from execution of the purchase and sale agreement to secure financing for and close the purchase of the building.
5. Tenants may assign or transfer their right of first refusal to an owners' cooperative, a

community development corporation, a land trust, or such other non-profit housing organization as will hold the property in perpetuity as limited-equity affordable housing. Such assignment transfer shall be in writing, on a form specified by the municipality.

6. Any municipality which votes to adopt the provisions of this section and which is not otherwise authorized to establish a housing trust fund, which shall be a revolving fund, is hereby so authorized. Funds from including, but not limited to, linkage fees, gifts or bequests, and duly authorized community preservation act funds, may be deposited in the housing trust fund. Any municipality which has a housing trust fund may authorize a grant or loan from the fund for purposes of purchases of real property under this section.

7. Any owner of any a residential building with three (3) or more units, including an owner-occupied building with three (3) units, may offer in writing to sell such building to the tenants or their designee at any time. In such a case, fair market value shall be negotiated between buyer and seller based on one or more professional appraisals. Once a price is agreed to, the parties shall proceed with the transaction as set forth in subsections 3 through 5 of this section.

Appendix B: Unofficial “Redraft” of H3017 by Housing Committee Staff with additions and edits by Denise Provost, Matt Thall, Jon Achatz, and David Tisel, December 2018

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

Section 21A: Municipal Local Option for a Tenants’ Opportunity to Purchase

(a) For the purposes of this section the following words shall have the following meanings—

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

“Department”, Department of Housing and Community Development, or its successor agency.

“Designee” a nonprofit organization, established pursuant to chapter 180 of the General Laws which is duly selected by members of a Tenant Association, as defined in this section.

“Member”, a natural person who is a certified member of a Tenant Association

“Minimum Tenant Participation Percentage” the minimum percentage of tenants, as defined below, that must participate as members of the Tenant Association, which shall be stated in the municipal ordinance and shall be not less than 35 percent and not more than 51 percent. The percentage shall be calculated based on the number of housing units in a property rather than the number of individuals listed on leases as Tenants.

“Owner”, a person, firm, partnership, corporation, trust, organization, Limited Liability Company or other entity, or its successors or assigns that holds title to real property.

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

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

"Sale", an act by which an owner conveys, transfers or disposes of property by deed or otherwise, whether through a single transaction or a series of transactions; provided, that a disposition of housing by an owner to an affiliate of such owner shall not constitute a sale.

"Successor", the entity through which the Tenant Association will take title to the property, which may be a corporation, with the sole stockholder being the Tenant Association; a housing cooperative organized under chapter 157 B of the General Laws, a limited liability company in which the Tenant Association is the Member; a limited partnership in which the Tenant Association is a general partner or when permitted by the municipality's ordinance, a joint venture between any of such entities, and another party (i) with the requisite experience in acquiring, developing and owning residential property (ii) with the financial capacity to guaranty financing of the purchase transaction. "Tenant", a natural person who has entered into an express written lease or rental agreement with the owner for exclusive possession of the premises for at least six months, or a natural person who has paid rent to the Owner, which rent has been accepted by the Owner for at least six months. If there are individual named on a lease any one of such individuals may exercise the rights granted under this Section 21A of chapter 184.

"Tenant Association," an unincorporated organization with a membership limited to present tenants of a property and (i) either registered with the municipality that has adopted an ordinance consistent with this Section 21A (ii) or a non-profit organization incorporated under Chapter 180 of the General Laws;

"Tenant Cooperative", a duly formed cooperative corporation or limited equity cooperative housing corporation as defined in section 4 of chapter 157B of the General Laws. All members of the cooperative shall be tenants as defined in this section.

"Third-Party Purchaser", is a purchaser that is not a Tenant Association, a designee, or an affiliate.

(b) A city or town may adopt this section in the manner provided in section 4 of chapter 4 of the General Laws. The acceptance of this local option by a municipality shall take effect no later than 180 days after such acceptance. A city or town may at any time revoke the acceptance of this section in the manner provided in section 4 of chapter 4 of the General Laws. The revocation shall not affect agreements relative to a tenants' right to purchase that have already been asserted prior to the revocation. In addition to the local option choices enumerated in section (a) above, the local option ordinance may contain provisions which address:

(i) Tenancy protections for tenants that do not participate in the Tenant Association

(ii) exclusion of applicability to properties with fewer than a designated number of units; different exclusion numbers may be adopted for owner-occupied properties and properties with no owner occupancy

(iii) measures to compensate Owners for additional time required to complete conveyance where Tenant Association or designee purchases the property.

(iv) criteria for qualified Designee

(v) Tenant Association's ability to exercise rights hereunder through a joint venture or partnership with another entity with requisite experience in developing, owning and/or operating residential real estate or an entity that has the financial capacity to guarantee the financing of the purchase transaction.

(vi) exclusion of classes of properties not enumerated in section (k) herein

(c) In any city or town which votes to adopt the provisions of this section, an owner of a residential building shall: (1) notify the municipality and each tenant, in writing by hand delivery and US mail, of the owner's intention to sell the property, with copy of the municipality's prepared summary of the ordinance adopted hereunder; and (2) offer a Tenant Association with the Minimum Tenant Participation Percentage, or its successor or designee, an opportunity to purchase the property prior to entering into an agreement to sell such property pursuant to the time periods contained in this section, but no owner shall be under any obligation to enter into an agreement to sell such property to the tenants.

(d) a Tenant Association with the Minimum Tenant Participation Percentage may select a designee to act on its behalf as purchaser of the property and shall give the owner and the municipality notice of its selection.

(e) a Tenant Association with the Minimum Tenant Participation Percentage, or its successor or designee, may, within 45 days after receipt of the owner's intention to sell, submit an offer to the owner to purchase the property. Failure to submit a timely offer shall constitute an irrevocable waiver of the tenants' rights under this section and the owner may sell the property, subject to subsection (g). If the owner and the Tenant Association, or its successor, or its designee, have not entered into an agreement to sell the property to the Tenant Association its successor or, or its designee, within 45 days after receipt of the notice of the owner's intent to sell, the owner may enter into an agreement to sell the property to a purchaser of the owner's choice, subject to subsection (g).

(f) upon the expiration of the 45 day offer period in subsection (e), the owner may execute a purchase contract with a third party to sell the property.

(g) Upon execution of a third party purchase contract, the owner shall, within 7 days, submit a copy of the contract along with a proposed purchase contract for execution by Tenant Association or its successor, or designee. If the Tenant Association, or its successor or, or its designee, elect to purchase the property, the Tenant Association, or its successor, or its designee, shall within 30 days after the receipt of the third party purchase contract and the proposed purchase contract, execute the proposed purchase contract or such other agreement as is acceptable to the owner. The time periods set forth in this subsection may be extended by agreement between the owner and the tenant cooperative, or its designee. The proposed purchase contract shall contain the same terms and conditions as the executed third party purchase contract, except that the proposed purchase contract shall provide at least the following terms: (i) the earnest money deposit shall not exceed the lesser of: (1) the deposit in the third party purchase contract; (2) 5 percent of the sale price; or (3) \$250,000; provided, however, that the owner and the Tenant Association, or its successor, or its designee, may agree to modify the terms of the earnest money deposit; provided, further, that the earnest money deposit shall be held under commercially-reasonable terms by an escrow agent selected jointly by the owner and the tenant cooperative, or its designee; (ii) the earnest money deposit shall be refundable for not less than 90 days from the date of execution of the purchase contract or such greater period as provided for in the third party purchase contract; provided, however, that if the owner unreasonably delays the buyer's ability to conduct due diligence during the 90 day period, the earnest money deposit shall continue to be refundable for a period greater than 90 days; and (iii) the time for performance shall be not less than 240 days from the date of the execution of the purchase contract, or such greater period as provided for in the third party purchase contract.

(h) After receipt of the third party purchase contract provided for in subsection (g), the Tenant Association or its successor or designee, may, within the 30 day time period prescribed in said subsection (g), make a counteroffer by executing and submitting to the owner an amended proposed purchase contract. Failure by the tenant cooperative, or its designee, to execute the purchase contract or submit a counteroffer within the 30 day period referenced in subsection (g) shall constitute a waiver of the tenants' right to purchase under this section. If the tenant cooperative, or its designee, submit a counteroffer, the owner shall have 30 days from the date it receives the amended proposed purchase contract to execute the amended proposed purchase contract or reject, in writing, the counteroffer; provided, that if such sale is upon economic terms and conditions that are the same as or materially more favorable to the proposed purchaser than the economic terms and conditions in the proposed purchase contract offered by the tenants, or their designee, in their counteroffer, the owner shall provide a copy of the new third party

purchase contract, along with a proposed purchase contract for execution by the tenants, or their designee, which shall contain the same terms and conditions as the executed third party purchase contract; provided, that the tenants, or their designee, shall have 30 days from the date they receive the third party purchase contract and the proposed purchase contract to execute the proposed purchase contract or such other agreement as is acceptable to the owner and the tenant cooperative, or its designee.

(i) the Tenant Association or its successor, or designee, shall have an additional one hundred and twenty days from execution of the purchase and sale agreement to secure financing for and close on the purchase of the building. Failure to exercise the purchase option within 120 days shall constitute a waiver of the purchase option by the tenant cooperative, or its designee.

(j) Any notice required by this section shall be deemed to have been provided when delivered in person or mailed by certified or registered mail, return receipt requested, to the party to whom notice is required. Notice shall be deemed to have been provided when either: (1) the notice is delivered in hand to the tenant or an adult member of the tenant's household; or (2) the notice is sent by first class mail and a copy is left in or under the door of the tenant's dwelling unit. A notice to the affected municipality shall be sent to the chief executive officer.

(k) This section shall not apply to the following:

i. property that is the subject of a government taking by eminent domain or a negotiated purchase in lieu of eminent domain;

ii. a proposed sale to a purchaser pursuant to terms and conditions that preserve affordability, as determined by the Department;

iii. any sale of publicly-assisted housing, as defined in section 1 of chapter 40T of the General Laws;

iv. rental units in any hospital, skilled nursing facility, or health facility

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

vi. Rental units in a nonprofit facility which provides a structured living environment that has the primary purpose of helping homeless persons obtain the skills necessary for independent living

in a permanent housing and where occupancy is restricted to a limited and specific period of time of not more than twenty-four months and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception.

vii. Rental units in a residential property where the owner of record occupies a unit in the same property as his or her principal residence and regularly shares in the use of kitchen or bath facilities with the tenants of such rental units. For the purposes of this subsection, the term “owner” in subsection (a) shall not include any person who claims a real estate property tax exemption on any other residential real property in the Commonwealth of Massachusetts.

viii. Public housing units managed by the local housing authority.

ix. Federal public housing units that are subsidized and regulated under federal laws, to the extent such applicable federal laws expressly preempt the provisions of this section.

x. Any residential property where the owner is a natural person and owns six (6) or fewer residential rental units in the municipality and the owner resides in the Commonwealth of Massachusetts. Any units that is held in trust on behalf of a developmentally disabled individual who permanently occupies the unit, or a unit that is permanently occupied by a developmentally disabled parent, sibling, child, or grandparent of the owner of that unit.

xi. Any rental unit that is owned or managed by a college or university for the express purpose of housing students.

(l) In the event that this Section 21A of chapter 184 is repealed in its entirety or in part in the future, any municipal ordinance adopted pursuant to section (b) herein, above shall continue to have the full force of law.

Appendix C: Draft Local Ordinance adapting TOPA for Somerville, MA, by David Tisel, January 2018

Somerville, Massachusetts Code of Ordinances Chapter 7, Article VIII. - Tenant's Opportunity to Purchase

1. Purpose

Before an owner of a tenant-occupied housing accommodation may sell the housing accommodation or issue a notice to vacate for purposes of demolition or discontinuance of housing use, the owner shall give the tenant(s) an opportunity to purchase the housing accommodation at a market price and terms that represent a bona fide offer of sale.

For the purpose of this chapter, a "tenant" shall include tenants under lease and tenants at will. A tenant under lease is natural person who has entered into an express written lease or rental agreement with the owner for exclusive possession of the premises for at least six months. A tenant at will is a natural person who has paid rent to the owner, which has been accepted by the owner for a period of at least six months. Any tenant living in the unit as a tenant at will and/or tenant under lease within the six months prior to the building being marketed for sale would have the same rights unless the landlord evicted for cause or other lease breach.

2. Accommodations with 4 or more units.

The following provisions apply to accommodations with 4 or more units:

(1) **Tenant organization.** In order to make a contract of sale with an owner, the tenants shall: (A) form a tenant organization with the legal capacity to hold real property, elect officers, and adopt bylaws, unless such a tenant organization already exists in a form desired by the tenants; (B) file articles of incorporation; and (C) deliver an application for registration to the Mayor and the owner by hand or by certified mail within 45 days of receipt of a valid offer or the Mayor's receipt of a copy of a valid offer, whichever is later. The application shall include the name, address, and phone number of tenant officers and legal counsel (if any); a copy of the articles of incorporation, as filed; a copy of the bylaws; documentation that the organization represents at least a majority of the occupied rental units as of the time of registration and such other

information as the Mayor may require. Upon registration, the organization constitutes the sole representative of the tenants, and the prior offer of sale is deemed an offer to the organization;

(2) **Negotiation period.** The owner shall afford the tenant organization a reasonable period to negotiate a contract of sale, and shall not require less than 120 days from the date of receipt of the statement of registration. For every day of delay in providing information by the owner as required by this subchapter, the negotiation period is extended by 1 day;

(3) **Time before settlement.** (A) The owner shall afford the tenant organization a reasonable period prior to settlement in order to secure financing and financial assistance, and shall not require less than 120 days after the date of contracting. If a lending institution or agency estimates in writing that a decision with respect to financing or financial assistance will be made within 240 days after the date of contracting, the owner shall afford an extension of time consistent with that written estimate; (B) If the tenant organization articles of incorporation provide, by the date of contracting, that the purpose of the tenant organization is to convert the accommodation to a nonprofit housing cooperative with appreciation of limited share value, the owner shall require not less than 180 days after the date of contracting or such additional time as required by this section.

(4) **Lapse of time.** If 360 days elapse from the date of a valid offer under this subchapter and the owner has not sold or contracted for the sale of the accommodation, or in the case of an offer of sale given for the purposes of demolition or discontinuance of housing use, has not issued a notice to vacate for demolition or discontinuance of housing use, the owner shall comply anew with the terms of this subchapter.

3. Accommodations with 2 or 3 units.

The following provisions apply to accommodations with 2 or 3 units:

(1) **Joint and several response.** The tenants may respond to an owner's offer first jointly, and then severally. Upon receipt of a written offer of sale from the owner that includes a description of the tenant's rights and obligations under this section, or upon the Mayor's receipt of a copy of the written offer of sale, whichever is later, a group of tenants acting jointly shall have 15 days to provide the owner and the Mayor, by hand or by sending by certified mail, with a written statement of interest. Following that time period, if the tenants acting jointly have failed to submit a written statement of interest, an individual tenant shall have 7 days to provide a statement of interest to the owner and the Mayor, by hand or by sending by certified mail. Each

statement of interest must be clear expression of interest on the part of the tenant or tenant group to exercise the right to purchase as specified in this subchapter;

(2) **Negotiation period.** (A) Upon receipt of a letter of intent from a tenant or a tenant group, the owner shall afford the tenants a reasonable period to negotiate a contract of sale, and shall not require less than 90 days. For every day of delay in providing information by the owner as required by this subchapter, the negotiation period is extended by 1 day. If more than 1 individual tenant submits a written statement of interest, the owner shall negotiate with each tenant separately, or jointly if the tenants agree to negotiate jointly; (B) If, at the end of the 90-day period or any extensions thereof, the tenants jointly have not contracted with the owner, the owner shall provide an additional 30-day period, during which any 1 of the current tenants may contract with the owner for the purchase of the accommodation; (C) If the owner is required to negotiate with more than one tenant pursuant to this section, the owner may decide which contract is more favorable without liability to the other tenants.

(3) **Time before settlement.** The owner shall afford the tenant a reasonable period prior to settlement in order to secure financing and financial assistance, and shall not require less than 90 days after the date of contracting. If a lending institution or agency estimates in writing that a decision with respect to financing or financial assistance will be made within 120 days after the date of contracting, the owner shall afford an extension of time consistent with that written estimate;

(4) **Lapse of time.** If 240 days elapse from the date of a valid offer under this subchapter and the owner has not sold or contracted for the sale of the accommodation, the owner shall comply anew with the terms of this subchapter.

4. Single-family accommodations.

The following provisions apply to single-family accommodations:

(1) **Written statement of interest.** Upon receipt of a written offer of sale from the owner that includes a description of the tenant's rights and obligations under this section, or upon the Mayor's receipt of a copy of the written offer of sale, whichever is later, the tenant shall have 30 days to provide the owner and the Mayor, by hand or by sending by certified mail, with a written statement of interest. The statement of interest shall be a clear expression of interest on the part of the tenant to exercise the right to purchase as specified in this subchapter;

(2) **Negotiation period.** If a tenant has provided a written statement of interest in accordance with paragraph (1) of this section, the owner shall afford the tenant a reasonable period to negotiate a contract of sale, and shall not require less than 60 days, not including the 30 days provided by paragraph (1) of this section. For every day of delay in providing information by the owner as required by this subchapter, the negotiation period is extended by 1 day;

(3) **Time before settlement.** The owner shall afford the tenant a reasonable period prior to settlement in order to secure financing and financial assistance, and shall not require less than 60 days after the date of contracting. If a lending institution or agency estimates in writing that a decision with respect to financing or financial assistance will be made within 90 days after the date of contracting, the owner shall afford an extension of time consistent with that written estimate.

5. Exercise or assignment of rights.

The tenant or tenant organization may exercise rights under this subchapter in conjunction with a third party or by assigning those rights to any party, whether private or governmental. The purpose of third party assignment should be to preserve affordable housing. In the case of assignment of rights, the tenant or tenant organization shall include a copy of the Development Agreement between the tenant organization and the designee to the Mayor with the contract of sale.

6. Notice of Offer of Sale.

The owner shall provide each tenant with a written copy of the third party offer of sale by certified mail and post a copy of the offer of sale in a conspicuous place in common areas of the housing accommodation if it consists of more than one unit. The owner shall provide the Mayor or his or her designee with a written copy of the offer of sale by certified mail or by hand delivery. The owner shall certify to the Mayor that the Mayor and each tenant were provided copies of the offer of sale on the same day. An offer includes, at a minimum:

(1) The asking price and material terms of the sale;

(2) A statement that the tenant has the right to purchase the accommodation under this chapter and a summary of tenant rights and sources of technical assistance; provided, however, that if no such statement and summary have been published by the City, the owner will be deemed in compliance with this paragraph;

(3) A statement as to whether a contract with a third party exists for sale of the accommodation and that the owner shall make a copy available to the tenant within 7 days after receiving a request; and

(4) In the case of buildings of four or more units, a statement that the owner shall make available to the tenant a floor plan of the building and an itemized list of monthly operating expenses, utility consumption rates, and capital expenditures for each of the 2 preceding calendar years within 7 days after receiving a request. The statement shall also indicate that the owner shall, at the same time, make available the most recent rent roll, list of tenants, and list of vacant apartments. If the owner does not have a floor plan, the owner may meet the requirement to provide a floor plan by stating in writing to the tenant that the owner does not have a floor plan.

7. Contract negotiation.

(a) Bargaining in good faith. The tenant and owner shall bargain in good faith. The following constitute prima facie evidence of bargaining without good faith:

(1) The failure of an owner to offer the tenant a price or term at least as favorable as that offered to a third party, within the periods specified in this subchapter without a reasonable justification for so doing;

(2) The failure of an owner to make a contract with the tenant which substantially conforms with the price and terms of a third party contract within the time periods specified in this subchapter without a reasonable justification for so doing; or

(3) The intentional failure of a tenant or an owner to comply with the provisions of this subchapter.

(b) Reduced price. If the owner sells or contracts to sell the accommodation to a third party for a price more than 10% less than the price offered to the tenant or for other terms which would constitute bargaining without good faith, the owner shall comply anew with all requirements of this subchapter.

(c) Financial assurances. The owner may not require the tenant to prove financial ability to perform as a prerequisite to entering into a contract. The owner may not require the tenant to pay the purchase price in installments unless the owner provides deferred purchase money financing on terms reasonably acceptable to the tenant. The owner may require the tenant to prove that the tenant, either alone or in conjunction with a third party, has comparable financial ability to the

third-party contractor before the owner will be required to grant deferred purchase money financing to the tenant on the same terms and conditions agreed between the owner and the third-party contractor. If the tenant can prove comparable financial ability alone, the owner may not require the tenant to secure a third-party guarantor. This proof cannot be required as a prerequisite to contracting. It may be required only as a prerequisite to the owner granting deferred purchase money financing at settlement.

(d) Transfers of interest in a partnership or corporation and master leases. In the event of a transfer of interest in a partnership or corporation or in the event of a master lease or agreement that is considered a sale within the meaning of [Section 8 below], but which does not involve a transfer of record title to the real property, the owner shall be bargaining in good faith if the owner offers the tenant the opportunity to acquire record title to the real property or offers the tenant the opportunity to match the type of transfer or agreement entered into with the third party. With respect to either type of offer, all provisions of this subchapter apply.

(b) Deposit. The owner shall not require the tenant to pay a deposit in excess of the lesser of (1) the deposit in the third party purchase contract; (2) 5 percent of the sale price; or (3) \$250,000. The deposit is refundable in the event of a good faith failure of the tenant to perform under the contract.

8. Sale defined; Transfer defined.

(a) Sale defined. For the purposes of this chapter, the terms “sell” or “sale” include, but are not limited to, the execution of any agreement pursuant to which the owner of the housing accommodation agrees to some, but not all, of the following:

- (1) Relinquishes possession of the property;
- (2) Extends an option to purchase the property for a sum certain at the end of the assignment, lease, or encumbrance and provides that a portion of the payments received pursuant to the agreement is to be applied to the purchase price;
- (3) Assigns all rights and interests in all contracts that relate to the property;
- (4) Requires that the costs of all taxes and other government charges assessed and levied against the property during the term of the agreement are to be paid by the lessee either directly or through a surcharge paid to the owner;

(5) Extends an option to purchase an ownership interest in the property, which may be exercised at any time after execution of the agreement but shall be exercised before the expiration of the agreement; and

(6) Requires the assignee or lessee to maintain personal injury and property damage liability insurance on the property that names the owner as the additional insured.

(7) The transfer of an ownership interest in a corporation, partnership, limited liability company, association, trust, or other entity which owns an accommodation as its sole or principal asset, which, in effect, results in the transfer of the accommodation.

(b) **Transfer defined.** For the purposes of this chapter, and notwithstanding anything to the contrary herein, the term “sell” or “sale” shall not include:

(A) A transfer, even though for consideration, by a decedent’s estate to members of the decedent’s family if the consideration arising from the transfer will pass from the decedent’s estate to, or solely for the benefit of, charity. The term “members of the decedent’s family” means: A surviving spouse, or domestic partner, of the decedent, lineal descendants of the decedent, or spouses of lineal descendants of the decedent; A trust for the primary benefit of those persons; A partnership, corporation, or other entity controlled by those persons.

(B) A transfer of legal title or an interest in an entity holding legal title to a housing accommodation pursuant to a bona fide deed of trust or mortgage, and thereafter any transfer by foreclosure sale or deed in lieu of foreclosure pursuant to a bona fide deed of trust or mortgage;

(C) The transfer of interests in a partnership or limited liability company that owns an accommodation as its sole or principal asset; provided, that the sole purpose of the transfer is to admit one or more limited partners or investor members who will make capital contributions and receive tax benefits pursuant to section 42 of the United States Internal Revenue Code of 1986 approved October 22, 1986.

(D) A transfer of bare legal title into a revocable trust, without actual consideration for the transfer, where the transferor is the current beneficiary of the trust;

(E) A transfer of the housing accommodation to a named beneficiary of a revocable trust by reason of the death of the grantor of the revocable trust;

(F) A transfer of the housing accommodation by the trustee of a revocable trust if the transfer would otherwise be excluded under this chapter if made by the grantor of the revocable trust;

(G) A transfer pursuant to court order or court-approved settlement;

(H) A transfer by eminent domain or under threat of eminent domain.

(c) **Notice of Transfer.** In addition to any other notice required this chapter, if an opportunity to purchase is not provided under this section, the owner shall provide each tenant and the Mayor written notice (“Notice of Transfer”) of the transfer of an interest in a housing accommodation or of any ownership interest in a corporation, partnership, limited liability company, association, trust, or other entity which owns a housing accommodation.

(A) The Notice of Transfer shall be sent by registered or certified mail, return receipt requested, by commercial overnight delivery service that maintains proof of delivery, or by personal service, at least 90 days prior to the proposed date of transfer. Notice to tenants shall be sent to their address at the housing accommodation unless a tenant has supplied in writing to the owner a different address for notice.

(B) The Notice of Transfer shall be substantially in the form prescribed by the Mayor and shall provide, at a minimum, a statement of the tenant or tenant organization’s rights under this chapter, an accurate description of the transfer containing all material facts, the date of the proposed transfer, and the reason, if any, why the owner asserts the transfer may not constitute a sale.

(C) The owner’s failure to provide the Notice of Transfer, or the provision of a notice that is fraudulent or contains material misrepresentations or material omissions, shall create a rebuttable presumption that the transfer constitutes a sale for purposes of this chapter.

(d) **Petition for Relief.** An aggrieved tenant or tenant organization duly organized under this chapter and meeting pursuant to its bylaws, whichever shall be applicable, may, within 45 days of the Mayor’s receipt of the Notice of Transfer, file a notice indicating an intent to file a petition for relief.

(A) A Notice of Intent to File Petition shall be delivered by registered or certified mail, return receipt requested, by commercial overnight delivery service that maintains proof of delivery, or by personal service to the Mayor and simultaneously to the owner. The owner’s address shall be that set forth in the Notice of Transfer.

(B) Failure of an aggrieved tenant or tenant organization to file timely the Notice of Intent to File Petition shall preclude the tenant or tenant organization from asserting any rights under this chapter relating to the transfer identified in the Notice of Transfer.

(C) Within 30 days of the receipt by the Mayor of the Notice of Intent to File, a tenant or tenant organization shall have 30 days to file a petition for relief. A copy of the petition shall be delivered to owner by registered or certified mail, return receipt requested, or by personal service. Failure of a tenant or tenant organization to file timely the petition for relief shall preclude the tenant or tenant organization from asserting any rights under this chapter relating to the transfer identified in the Notice of Transfer.

(D) A tenant or tenant organization shall be precluded from asserting any rights under this chapter for a transfer exempt under this section.

(E) Any change in the transfer agreement that would invalidate a claim of exemption shall be reported in writing to the Mayor and proper notice shall be provided to the tenant or tenant organization.

(F) Upon 5 business days of request by any person, the Mayor shall provide written certifications, including date of receipt or non-receipt, of any notices received under this chapter and copies of the notices.

(G) The Mayor or his or her designee will respond to the Petition for Relief within 7 days, delivered by registered or certified mail, return receipt requested, by commercial overnight delivery service that maintains proof of delivery, or by personal service to the aggrieved tenant or tenant organization, and simultaneously to the owner. The response will include a determination as to whether the transfer was exempt under this chapter, or a non-exempt sale that triggers the all of the rights and responsibilities listed in this chapter.

9. Bona Fide Offer of Sale

(a) **Bona fide offer of sale.** The following shall constitute a bona fide offer of sale.

(A) The sales price contained in the offer of sale shall be less than or equal to a price and other material terms comparable to that at which a willing seller and a willing buyer would sell and purchase the housing accommodation, or the appraised value of the housing accommodation as determined by this subsection.

(B) The owner of the housing accommodation shall have the burden of proof to establish that an offer of sale under this subsection is a bona fide offer of sale.

(b) **Challenging an offer of sale.** A tenant or tenant organization may challenge the offer presented by an owner of a housing accommodation as not being a bona fide offer of sale, and request a determination of the appraised value of the housing accommodation.

(A) The tenants shall request an appraisal by delivering the request to the Mayor and the owner by hand or by certified mail within 45 days of receipt of the alleged bona fide offer of sale.

(B) The tenants and owner of the housing accommodation shall jointly select an appraiser.

(C) If within 14 days after a tenant organization has requested an appraisal, the tenant organization and owner of the housing accommodation have not agreed upon an appraiser, either party may request that the Mayor select an appraiser. (i) A request that the Mayor (or his or her designee) select an appraiser shall be in writing and delivered by hand or by certified mail to the Mayor and to the owner or to a member of the board of the tenant organization. (ii) The Mayor shall select the appraiser on a sole source basis within 7 days of receiving the request for an appraiser. (iii) The tenant organization and owner of the housing accommodation shall pay one-third and two-thirds of the cost of the appraisal, respectively. (iv) The appraiser shall hold an active license issued by the Massachusetts Board of Registration of Real Estate Appraisers. (v) The owner shall give the appraiser full, unfettered access to the property. (vi) The owner shall respond within 7 days to any request for information from the appraiser. (vii) The tenants may give the appraiser information relevant to the valuation of the property. (viii) An appraised value shall only be based on rights an owner has as a matter-of-right as of the date of the offer, including any existing right an owner may have to convert the property to another use. (ix) The appraisal shall be completed expeditiously according to standard industry timeframes.

(D) Beginning with the date of a tenant request for an appraisal, and for each day thereafter until the tenants receive the appraisal, the negotiation period described in [Section 2] shall be extended by one day.

(E) The determination of the appraised value of the housing accommodation in accordance with this subsection shall become the sales price of the bona fide offer of sale for the housing accommodation unless: (i) The owner and the tenants agree upon a different sales price of the housing accommodation; or (ii) The owner elects to withdraw the offer of sale within 14 days of the receipt of the appraisal by the owner. The owner shall withdraw the offer of sale by delivering by hand or by certified mail a letter of withdrawal to the Mayor and a member of the

board of directors of the tenant organization. Upon the election to withdraw the offer of sale, the owner shall reimburse the tenant organization for its entire share of the cost of the appraisal within 14 days of delivery. An owner who withdraws an offer of sale in accordance with this subparagraph shall be precluded from making a subsequent offer of sale to the tenant organization without an arm's-length third party contract for 3 months from the date of the election to withdraw the offer of sale.

(c) **Offers of sale in the absence of a third party contract.** Whenever an offer of sale is made to tenants for a housing accommodation before the owner may issue a notice to vacate for purposes of demolition or discontinuance of housing use, and the offer is made in the absence of an arm's-length third-party contract, the provisions of this section shall also apply.

10. Waiver of rights.

An owner shall not request, and a tenant may not grant, a waiver of the right to receive an offer of sale under this subchapter. An owner shall not require waiver of any other right under this subchapter except in exchange for consideration which the tenant, in the tenant's sole discretion, finds acceptable.

11. Right of first refusal.

In addition to any and all other rights specified in this subchapter, a tenant or tenant organization shall also have the right of first refusal during the 15 days after the tenant or tenant organization has received from the owner a valid sales contract to purchase by a third party. If the contract is received during the negotiation period pursuant to sections 2, 3, and 4 of this subchapter, the 15-day period will begin to run at the end of the negotiation period.

12. Notice to convert; offer to sell.

Every tenant of a housing accommodation which the declarant seeks to convert from a rental basis to a cooperative shall be notified in writing of the declarant's intent to convert the housing accommodation to a cooperative not less than 120 days before the conversion thereof. The declarant shall also make to each tenant of the housing accommodation a bona fide offer to sell such tenant such shares or membership interest in the cooperative as will enable the tenant to continue to reside in his or her unit after conversion. The offer shall include, but not be limited to, the asking price for the shares or membership interest and a statement of the tenant's rights to provide such shares or membership interest under the provisions of this section. The tenant shall

be afforded not less than 60 days in which to contract with the landlord for the purchase of the shares or membership interest at a mutually agreeable price and under mutually agreeable terms, which shall be at least as favorable as those offered to the general public.

13. Third party rights.

The right of a third party to purchase an accommodation is conditional upon exercise of tenant rights under this subchapter. The time periods for negotiation of a contract of sale and for settlement under this subchapter are minimum periods, and the owner may afford the tenants a reasonable extension of such period, without liability under a third party contract. Third party purchasers are presumed to act with full knowledge of tenant rights and public policy under this subchapter.

14. Statutory Construction

The purposes of this chapter favor resolution of ambiguity by the hearing officer or a court toward the end of strengthening the legal rights of tenants or tenant organizations to the maximum extent permissible under law. If this chapter conflicts with another provision of law of general applicability, the provisions of this chapter control.

15. Buildings Exempted

This provisions of this chapter shall not apply to the following:

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

(B) any sale of publicly-assisted housing, as defined in section 1 of chapter 40T of the General Laws;

(C) rental units in any hospital, skilled nursing facility, or health facility

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

(E) Rental units in a nonprofit facility which provides a structured living environment that has the primary purpose of helping homeless persons obtain the skills necessary for independent

living in a permanent housing and where occupancy is restricted to a limited and specific period of time of not more than twenty-four months and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception.

(F) Public housing units managed by the local housing authority.

(G) Federal public housing units that are subsidized and regulated under federal laws, to the extent such applicable federal laws expressly preempt the provisions of this section.

(H) Any units that is held in trust on behalf of a developmentally disabled individual who permanently occupies the unit, or a unit that is permanently occupied by a developmentally disabled parent, sibling, child, or grandparent of the owner of that unit.

(I) Any rental unit that is owned or managed by a college or university for the express purpose of housing students, faculty, or staff.

Appendix D: Somerville Solicitor's Home Rule Petition by Jason Grossfield with edits and input from David Tisel, February, 2018

AN ACT TO PRESERVE AFFORDABLE HOUSING IN THE CITY OF SOMERVILLE THROUGH A TENANT'S RIGHT TO PURCHASE

SECTION 1. (a) For the purposes of this act, unless the context clearly requires otherwise, the following words shall have the following meanings:

“Bona fide offer,” a good faith offer, not dependent upon potential changes to current zoning or conditions or contingencies relating to the potential for, or the potential extent of development of the property for residential, industrial or commercial use, made by a party unaffiliated with the owner for a fixed consideration payable upon delivery of the deed. The owner shall have the burden of proof to establish that an offer of sale is a bona fide offer.

“Housing accommodation,” a building or buildings, structure or structures, or part thereof, rented or offered for rent for living or dwelling purposes, including, without limitation, houses, apartments, condominium units, cooperative units and other multi-family residential dwellings, but excluding a group residence, homeless shelter, lodging house, orphanage, temporary dwelling structure, transitional housing; publicly-assisted housing as defined in section 1 of chapter 40T of the General Laws, rental units in any hospital, skilled nursing facility, or health facility, public housing units managed by the local housing authority; federal public housing units that are subsidized and regulated under federal laws to the extent such applicable federal laws expressly preempt the provisions of this section, any units held in trust on behalf of a developmentally disabled individual who permanently occupies the unit, or will occupy the unit upon turning 22 years of age, or a unit that is permanently occupied by a developmentally disabled parent, sibling, child, or grandparent of the owner of that unit, and any rental unit that is owned or managed by a college or university for the express purpose of housing students, faculty, or staff.

"Immediate family member", a spouse, child, step child, adopted child, sibling, step sibling, adopted sibling, parent, step parent, adopted parent, grandparent, or grandchild.

“Notice of intended sale,” a written notice in a form approved by the City of Somerville which shall include: (i) a certified copy of an executed purchase and sale agreement specifying the

purchase price and all terms and conditions of the proposed sale, and which shall be a bona fide offer as defined herein, and (ii) a notice of tenant's rights provided by this act.

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

"Registered tenant association," a group or entity representing at least 51 percent of the households occupying the housing accommodation which has the legal capacity to hold an interest real property, and has delivered a registration statement attesting to same, on a form approved by the City of Somerville, to the City of Somerville's Office of Strategic Planning and Community Development's Housing Division and the Office of the Mayor or their designee by hand or by certified mail. Upon delivering such a statement, which must occur within 45 days after the day following the latest date of deposit in the United States mail of any notice of intended sale which complies with this act, such association shall be the sole representative of the tenants, and any prior notice of intended sale is deemed delivered to such association;

"Sale", "Sell", or "Sold," any conveyance or transfer of an interest in the real property comprising part or all of the housing accommodation, excepting the following: eminent domain takings, mortgage deeds; deeds to or by the city or town in which such land is located; deeds which correct, modify, supplement or confirm a deed previously recorded; deeds between husband and wife and parent and child when no consideration is received; tax deeds; deeds releasing any property which is a security for a debt or other obligation; deeds for division of property between owners without monetary consideration; foreclosures of mortgages and conveyances by the foreclosing parties; deeds made pursuant to a merger of a corporation or by a subsidiary corporation to its parent corporation for no consideration other than the cancellation and surrender of capital stock of such subsidiary which do not change beneficial ownership; property transferred into a revocable trust for no consideration where the grantor is the current beneficiary of the trust; property transferred by the trustee of a revocable trust if the transfer would otherwise be excluded under this act if made by the grantor of the revocable trust; transfer pursuant to court order or court-approved settlement; and property transferred by devise or otherwise as a result of death. A nonexempt transfer subsequent to any exempt transfer or transfers shall be subject to the provisions of this act.

"Tenant," a person or group of persons entitled to possess or occupy the housing accommodation pursuant to a lease or tenancy at will, the right to occupy having been established for no less than six months at the time of delivery of the notice of intended sale of a housing accommodation. If the housing accommodation is vacant at the time of delivery of the notice of intended sale a "tenant" shall include such a person or group of persons who had resided in the unit within the time period of twelve months prior to the date on which any advertisement, listing, or public

notice is first made that the housing accommodation is for sale, provided that the tenant was not evicted for cause.

(b) Notwithstanding anything to the contrary, this act shall not apply to the following types of housing accommodations: (i) a housing accommodation comprised of 2 separate units each of which is owner-occupied, and (ii) a housing accommodation comprised of 2 separate units one of which is owner-occupied, the other unit of which is occupied by an immediate family member who has resided in said unit for at least 6 months at the time of the sale.

SECTION 2. Tenant Opportunity to Purchase

(a) Notwithstanding any general or special law to the contrary, in the City of Somerville, before a housing accommodation may be sold, the owner shall give a notice of intended sale to each tenant, and to any registered tenant association, of any bona fide offer that the owner intends to accept for such sale. Such notice shall be mailed by regular and certified mail, with a simultaneous copy to the City of Somerville's Office of Strategic Planning and Community Development's Housing Division and the Office of the Mayor, or their designee. If a housing accommodation contains more than one household unit, the owner shall also post a copy of such notice in a conspicuous place in a common area of the housing accommodation. If the notice of intent to sell does not contain all of the required material stated above, then the tenant, registered tenant association, or their assignee, within 30 days after receipt, shall notify the owner in writing that notice is insufficient and does not comply.

(b) Beginning with the day following the latest date of deposit in the United States mail of any notice which complies with this section, the tenant, registered tenant association, or their assignee, and the City of Somerville or its assignee, shall have, in the case of a bona fide offer, a right of first refusal to meet a bona fide offer to purchase the housing accommodation, which shall run for the period of days as set forth in section 3 of this act. Said right created herein shall inure to the tenant, registered tenant association, or their assignee, and the City of Somerville or its assignee, for the time periods provided in this act. No sale of a housing accommodation shall occur unless and until the owner receives documentation in a form approved by the City of Somerville demonstrating there has been compliance with the notice requirements of this act, and either the right to purchase has been exercised, assigned, or lapsed.

(c) During the time periods provided herein for the exercise of any right to purchase, the tenant, registered tenant association, or their assignee shall have the right at reasonable times and upon reasonable notice, to enter upon the housing accommodation for the purpose of inspecting or testing the land and premises. No owner shall unreasonably refuse to enter into, or unreasonably delay the execution or closing on a purchase and sale with a tenant, registered tenant association,

or their assignee who have made an offer to meet the price and substantially equivalent terms and conditions of a bona fide offer for which notice is required to be given pursuant to this act. The parties must bargain in good faith. The following constitute prima facie evidence of a failure to bargain in good faith: (i) failure of an owner to offer a price or term at least as favorable as that offered to a third party, within the periods specified in this act without a reasonable justification for so doing; (ii) failure of an owner to contract in a manner which substantially conforms with the price and terms of a third party contract within the time periods specified in this act without a reasonable justification for so doing; or (iii) intentional failure of a party to comply with the provisions of this act. Nothing herein shall be construed to require an owner to provide financing to a tenant, registered tenant association, the City of Somerville, or their assignee.

(d) A tenant or registered tenant association, or the City of Somerville, which has the right to purchase hereunder, at its election, may assign its purchase right hereunder to a qualified, eligible entity as defined by city ordinance or regulation for the purpose of continuing the use of the housing accommodation as permanently affordable rental housing. If the right has been assigned, the assignor shall provide written notice of the assignment, on a form acceptable to the City of Somerville, to the owner, mailed by regular and certified mail, with a simultaneous copy to the City of Somerville's Office of Strategic Planning and Community Development's Housing Division and the Office of the Mayor, or their designee.

(e) If there is a subsequent bona fide offer after the owner has delivered its notice of intended sale as required under this act that results in a material change, or if the terms of a third-party contract to purchase the housing accommodation materially change between the time an offer of sale is made and the sale of the housing accommodation, then the owner shall first give each tenant, registered tenant association, and the City of Somerville a new notice of intended sale which shall be subject to the rights set forth in this act. For the purposes of this subsection, a "material change" shall include, without limitation, a change in the purchaser or a reduction in the sale price of 10 percent or more. An owner shall not be required to deliver a new notice of intended sale if there is an increase in the sale price.

(f) A tenant, registered tenant association, the City of Somerville, or its assignee holding a right to purchase the housing accommodation under this act, shall have the right to purchase the housing accommodation at full and fair market value, and at its' option such value may be determined by an impartial appraisal performed by a certified appraiser hired at the equal expense of both the tenant, registered tenant association, the City of Somerville, or their assignee, and the owner. The City of Somerville may adopt qualification criteria for eligible appraisers. The appraisal shall be completed and delivered to the parties within 30 days after the notice of the intended sale. Upon determination of the value, the tenant, registered tenant association, or their assignee shall then have 120 days to exercise its option at said value. During

the appraisal process, the owner may revoke the intent to sell at any time and with no recourse to either party except that the owner shall reimburse the tenant, tenant organization, or their assignee for its entire share of the cost of any contracted-for appraisal within 14 days of delivery of a written notice to withdraw the notice of intended sale.

(g) In any instance where the tenant, registered tenant association, the city of Somerville, or their assignee are not the purchaser of the housing accommodation, the owner shall provide evidence of compliance with this section by filing an affidavit of compliance with the City of Somerville's Office of Strategic Planning and Community Development's Housing Division, on a form approved by the City of Somerville, and in the records of the registrar of deeds in the county where the property is located within 7 days of the sale.

(h) In any instance where an owner intends to sell, convey, or otherwise transfer an interest in a housing accommodation but asserts that the proposed transaction does not require the owner to deliver a notice of intended sale under this act, the owner shall first file a notice of transfer on a form approved by the City of Somerville. Such notice shall be mailed by regular and certified mail at least 90 days prior to the proposed date of sale to any tenant or registered tenant association which would otherwise be entitled to a notice of intended sale under this act, with a simultaneous copy to the City of Somerville's Office of Strategic Planning and Community Development's Housing Division and the Office of the Mayor, or their designee. An owner's failure to provide a notice of transfer shall create a rebuttable presumption that the sale is subject to the right to purchase provided by this act. A tenant or registered tenant association, the City of Somerville, or their assignee may seek a judicial determination as to whether the proposed sale is subject to the right to purchase under this act, by filing a civil action within 30 days of receipt of the notice of transfer.

SECTION 3. Statement of Interest; Exercising Right to Purchase. (a) Housing accommodations with 2 or 3 units.

(1) The following provisions apply to a housing accommodation comprised of 2 or 3 rental units:

(a) For a period of 30 days after the day following the latest date of deposit in the United States mail of any notice of intended sale which complies with this act, the tenants or its assignee, shall have the option to jointly provide the owner and the City of Somerville's Office of Strategic Planning and Community Development's Housing Division or its designee, mailed by regular and certified mail, with a statement of interest which shall be a written notice in a form approved by the City of Somerville which shall include: a clear expression of interest on the part of the tenant to exercise the right to purchase as provided by this act, provided that if the tenants acting jointly have failed to submit a written statement of interest, an individual tenant shall have 7 additional days to deliver a statement of interest in the same manner set forth in this clause, and

provided further, that if an individual tenant has failed to submit a written statement of interest, the City of Somerville or its assignee shall have 7 additional days to deliver a statement of interest in the same manner set forth in this clause. (b) If a written statement of interest has been mailed in accordance with this section, the parties shall have no less than 90 days from the date of the mailing of the statement of interest to negotiate and execute a purchase and sale agreement. If more than one individual tenant submits a written statement of interest, the owner shall negotiate with each tenant separately, or jointly if the tenants agree to negotiate jointly. For every day of delay in providing information by the owner as required by this act, the negotiation period is extended by 1 day. If, at the end of the 90-day period or any extensions thereof, the tenants jointly have not contracted with the owner, the owner shall provide an additional 30-day period, during which any one of the current tenants may contract with the owner for the purchase of the housing accommodation. If the owner is required to negotiate with more than one tenant pursuant to this section, the owner may decide which contract is more favorable without liability to the other tenants. (c) Any purchase and sale agreement shall provide a reasonable period of time of not less than 90 calendar days from the execution of the agreement in order for the tenant to secure financing and financial assistance. If a lending institution or agency estimates in writing that a decision with respect to financing or financial assistance will be made within 120 days after the date of contracting, the owner shall afford an extension of time consistent with that written estimate. (d) If 240 days elapse from the date of the owner's mailing of the notice of intended sale and the owner has not sold or contracted for the sale of the housing accommodation, the owner shall comply anew with the terms of this act.

(b) Housing accommodations with 4 or more units.

(1) The following provisions apply to housing accommodations with four or more rental units:

(a) Tenants may, but are not required to, form a registered tenant association. For a period of 30 days after the day following the latest date of deposit in the United States mail of any notice of intended sale which complies with this act or the date of the filing of a registration statement with the City of Somerville by a registered tenant association, whichever is later, the tenants shall have the option to jointly, or acting through a registered tenant association, or its assignee, shall provide the owner and the City of Somerville's Office of Strategic Planning and Community Development's Housing Division or its designee, mailed by regular and certified mail, with a statement of interest which shall be a written notice in a form approved by the City of Somerville which shall include: a clear expression of interest on the part of the tenants or registered tenant association to exercise the right to purchase as provided by this act, provided that if the tenants either acting jointly or through a registered tenant association have failed to submit a written statement of interest, an individual tenant shall have 7 additional days to deliver a statement of interest in the same manner set forth in this clause, and provided further, that if an individual tenant has failed to submit a written statement of interest, the City of Somerville or its assignee

shall have 7 additional days to deliver a statement of interest in the same manner set forth in this clause. (b) If a written statement of interest has been mailed in accordance with this section, the parties shall have no less than 120 days from the date of the mailing of the statement of interest to negotiate and execute a purchase and sale agreement. For every day of delay in providing information by the owner as required by this act, the negotiation period is extended by 1 day. If, at the end of the 120-day period or any extensions thereof, the tenants jointly or through a registered tenant association have not contracted with the owner, the owner shall provide an additional 30-day period, during which any one of the current tenants may contract with the owner for the purchase of the housing accommodation. If the owner is required to negotiate with more than one tenant pursuant to this section, the owner may decide which contract is more favorable without liability to the other tenants. (c) Any purchase and sale agreement shall provide a reasonable period of time of not less than 120 calendar days from the execution of the agreement in order for the tenant or registered tenant association to secure financing and financial assistance. If a lending institution or agency estimates in writing that a decision with respect to financing or financial assistance will be made within 240 days after the date of contracting, the owner shall afford an extension of time consistent with that written estimate. If the registered tenant organization's articles of incorporation provide, by the date of execution of the purchase and sale agreement, that the purpose of the such organization is to convert the housing accommodation to a nonprofit housing cooperative with appreciation of limited share value, the owner shall afford not less than 180 additional days after the date of contracting or such additional time as required by this section. (d) If 360 days elapse from the date of the owner's mailing of the notice of intended sale and the owner has not sold or contracted for the sale of the housing accommodation, the owner shall comply anew with the terms of this act.

SECTION 4.

(a) The purposes of this chapter favor resolution of ambiguity by any judicial or administrative body or officer toward protecting the legal rights of tenants to the maximum extent permissible under law. If this act conflicts with another provision of law of general applicability, the provisions of this act control.

(b) The right of a third party to purchase a housing accommodation is conditional upon exercise of a tenant, registered tenant association, or their assignee's rights under this act. The time periods for negotiation of a purchase and sale agreement and for the sale of a housing accommodation pursuant thereto under this act are minimum periods, and the owner may afford a reasonable extension of such periods, without liability under a third party contract. Third party purchasers are presumed to act with full knowledge of the rights provided for under this act.

(c) This law is in addition to and is not intended to abrogate any other right to purchase, or right of first refusal to purchase a housing accommodation, as provided by general or special law, or by city ordinance.

SECTION 5. The City of Somerville is authorized to provide a grant or loan, or otherwise assist, from its affordable housing trust fund for the purposes of purchases of real property under this act.

SECTION 6. An owner may not require a tenant, registered tenant association, the City of Somerville, or their assignee to prove financial ability to perform as a prerequisite to entering into a contract under this act. The owner shall not require the tenant to pay a deposit in excess of the lesser of: (a) the deposit in the third party purchase contract, (b) 5 percent of the sale price, or (c) \$250,000.

SECTION 7. (a) It is illegal for an owner to evict a tenant or tenants, or otherwise terminate a tenancy without just cause, in order to avoid application of this law. Any rights provided under this act are not waivable. It is illegal for an owner to require a tenant to waive any rights provided to the tenant under this act.

(b) Any aggrieved tenant, registered tenant association, the City of Somerville, or their assignee may seek damages, including without limitation, relief in the form of a percentage of the sales price and/or injunctive relief in the form of specific performance to compel transfer of property, attorney's fees and costs, and under the provisions of chapter 93A of the General Laws.

(c) The City of Somerville is authorized to enforce this act and may promulgate ordinances, rules, regulations, and any forms necessary for implementation or enforcement. The City of Somerville may seek injunctive, declaratory, and compensatory relief in a court of competent jurisdiction.

SECTION 8. This act shall take effect upon its passage.

Appendix E: Redraft of Somerville Home Rule Petition by Fred Berman and David Tisel, Adopted as Working Draft by Somerville Board of Aldermen, March 2018

AN ACT TO PREVENT DISPLACEMENT IN THE CITY OF SOMERVILLE BY PROVIDING TENANTS WITH AN OPPORTUNITY TO PURCHASE

WHEREAS there is a continuing housing crisis in the City of Somerville, exacerbating resident displacement, destabilizing communities, disrupting children's educations, threatening the stability of Somerville schools, undermining the health and vitality of our neighborhoods, and jeopardizing the diversity that Somervillians cherish; and

WHEREAS this continuing housing crisis has been thoroughly investigated and documented in two recent studies commissioned by the City: the 2015 Somerville Housing Needs Assessment, and analyses performed by the Metropolitan Area Planning Council (MAPC) to inform the work and December 2015 report of the Sustainable Neighborhoods Working Group; and

WHEREAS the median listing price of houses in Somerville has increased by 40% (from \$500,000 to over \$700,000) in just the last four years (Zillow), and Zillow's home value index has increased by 84% (from \$346,000 to \$636,000) since the beginning of 2009; and

WHEREAS the median Somerville rent (\$2,600/month = \$31,200/year) -- not including heat or utilities -- represents 44% of the median Somerville household income (\$73,100), and 100% of the income of tenants working full time at \$15/hour; so that as of December 2015, 74% of Somerville residents could not afford the average rent in Somerville if they had to move from their current dwelling; and

WHEREAS the increasingly speculative real estate market is making it impossible for most tenants to become homeowners in the City of Somerville; and

WHEREAS there is a severely limited supply of affordable housing options for persons with modest incomes, as evidenced by the fact that the Housing Division receives an average of 41 qualified applications for each affordable inclusionary rental unit; by the fact that some 3400 persons applied to participate in a housing lottery for 35 new affordable rental units at 181

Washington St.; and by the consistent lack of success that Section 8 Housing Choice subsidy holders have in finding Somerville rentals where they can use their voucher; and

WHEREAS the loss of affordable rental housing stock, and the increasing threat of displacement has caused widespread fear and uncertainty among tenants, especially low and moderate income tenants -- particularly among family households, elderly tenants and tenants with disabilities on fixed incomes who are most vulnerable to displacement by the increased rents that inevitably follow property sales financed by higher-cost mortgages; and

WHEREAS these provisions to prevent resident displacement are required to preserve the public peace, health, safety, and general welfare;

NOW, THEREFORE the Board of Aldermen, in session assembled, hereby adopts the following Home Rule Petition ensuring that, subject to the limitations and conditions described herein, tenants in rental housing that the property owner desires to sell shall be afforded a reasonable opportunity to purchase, or assign their option to purchase, that housing accommodation at a fair market price that constitutes or matches a bona fide offer.

SECTION 1. (a) For the purposes of this Act, unless the context clearly requires otherwise, the following words shall have the following meanings:

“Bona fide offer,” a good faith written offer for the purchase of a covered housing accommodation, based on the current structure of the housing accommodations and any modifications an owner could make as of right under the current zoning, made by a party unrelated to and unaffiliated with the current owner of that property, for a fixed consideration payable upon delivery of the deed, which has been accepted by the owner, subject to terms and conditions, pursuant to a Purchase and Sale Agreement; provided, however, that a Purchase and Sale Agreement pertaining to a covered sale of a covered housing accommodation shall include a condition acknowledging the rights conferred by this Act. The owner shall have the burden of proof to establish that an offer to purchase constitutes a bona fide offer, as defined herein.

“Covered housing accommodation,” a building or buildings, structure or structures, or part thereof, located within the City of Somerville, hereinafter “the City,” rented or offered for rent for living or dwelling purposes, including, without limitation, houses, apartments, condominium units, cooperative units and other multifamily residential dwellings, but excluding the following:

- a housing accommodation comprised of 1, 2, or 3 units, at least one unit of which is owner-occupied, that is, serves as the primary residence of a natural person who has received the owner occupancy property tax exemption from the City for the three years immediately preceding the notice of intended sale;

- a group residence, homeless shelter, lodging house, orphanage, temporary dwelling structure, transitional housing, or publicly assisted housing as defined in section 1 of chapter 40T of the General Laws;
- public housing units managed by the local housing authority; federal public housing units that are subsidized and regulated under federal laws to the extent such applicable federal laws expressly preempt the provisions of this section;
- living accommodations in any hospital, skilled nursing facility, or health facility;
- any units held in trust on behalf of a developmentally disabled individual who permanently occupies the unit, or will occupy the unit upon turning 22 years of age, or a unit that is permanently occupied by a developmentally disabled parent, sibling, child, or grandparent of the owner of that unit; and
- any rental unit that is owned or managed by a college or university for the express purpose of housing students, faculty, or staff; and

“Covered sale,” any conveyance or transfer of an interest in real property comprising part or all of a covered housing accommodation, excepting transfers or conveyances deemed to be exempt, as defined herein.

“Covered tenant,” a person or group of persons entitled to possess or occupy a covered housing accommodation pursuant to a lease or tenancy at will, the right to occupy having been established for no less than six months at the time of delivery of the notice of intended sale of a housing accommodation, or the date upon which said notice should have been delivered; provided, however, that if a covered housing accommodation is vacant at the time of delivery of the notice of intended sale, the term “covered tenant” shall be construed to include such a person or group of persons who had legally resided in the unit for a period of at least six months, pursuant to a lease or tenancy at will, and whose tenancy concluded -- for reasons other than eviction for cause -- on or after a date that is twelve months prior to the date on which any advertisement, listing, or public notice was first made that said housing accommodation was available for purchase; provided, further, that if a covered tenant relinquishes the rights conferred on them by this legislation, or if a registered tenant association relinquishes those rights, a person or group of persons who might otherwise be deemed a covered tenant shall not be so deemed, until such time as the period of relinquishment ends, as defined herein.

"Exempt transfer or conveyance of a covered housing accommodation," any instance in which an interest in the real property comprising part or all of a covered housing accommodation:

- Is being conveyed, transferred, or sold to a spouse, sibling, parent, child, or grandchild of the property owner, or other family member as defined by the city;

- Is being conveyed or transferred by means of eminent domain takings; mortgage deeds; deeds to or by the city or town in which such land is located; deeds which correct, modify, supplement or confirm a deed previously recorded; or tax deeds;
- Is being conveyed or transferred by means of deeds releasing any property which is a security for a debt or other obligation; deeds for division of property between owners without monetary consideration; foreclosures of mortgages and conveyances by the foreclosing parties; or deeds made pursuant to a merger of a corporation or by a subsidiary corporation to its parent corporation for no consideration other than the cancellation and surrender of capital stock of such subsidiary which do not change beneficial ownership; or
- Is property transferred into a revocable trust for no consideration where the grantor is the current beneficiary of the trust; property transferred by the trustee of a revocable trust if the transfer would otherwise be excluded under this Act if made by the grantor of the revocable trust; property transferred to court order or court-approved settlement; or property transferred by devise or otherwise as a result of death.

A non-exempt transfer subsequent to any exempt transfer or transfers shall be subject to the provisions of this Act.

“Failure to act in good faith,” behavior by an owner or covered tenant, registered tenant association, or their assignee that unreasonably limits the rights conferred by this Act or the rights of the property owner, subject to the provisions of this Act. Instances of a failure to act in good faith include, but are not limited to: (a) unreasonable delay or refusal by an owner to provide reasonable access to the property for inspections customarily arranged by a prospective buyer; (b) unreasonable delay or refusal by an owner to provide reasonable access to the property for an appraisal, if such an appraisal is one of the terms and condition of the Purchase and Sale Agreement which triggered a notice of intended sale, or if the offer in said Purchase and Sale Agreement is found not to be a bona fide offer; (c) unreasonable delay or refusal by an owner to provide information commonly understood to be relevant for the underwriting of the building purchase; (d) unreasonable delay or refusal by a covered tenant, registered tenant association, or their assignee to demonstrate, prior to entering into a Purchase and Sale Agreement, that they have prequalified for a mortgage, and/or that they have initiated the process of applying for financial assistance that they will need and will likely be eligible for, in order to close on the purchase of the property; and/or (e) unreasonable delay or refusal by an owner to enter into or execute a Purchase and Sale Agreement, or the closing on a Purchase and Sale Agreement with a covered tenant, registered tenant association, or their assignee that has made an offer to meet the price and to substantially match the terms and conditions in the bona fide offer that triggered the notice of intended sale, except that an owner’s delay or refusal to enter into a Purchase and Sale Agreement with a covered tenant, registered tenant association, or their assignee that has failed

to act in good faith, as defined in clause (d) of this paragraph shall not be construed as having failed to act in good faith.

“Notice date of intended sale,” the date that a notice of intended sale which complies with the requirements of this Act is delivered by hand or sent by certified mail to the tenants and the Office of Housing Stability within the City of Somerville’s Office of Strategic Planning and Community Development (hereinafter “Office of Housing Stability”).

“Notice of intended sale,” a written notice in a form approved by the City of Somerville which shall include: (i) a copy of an executed Purchase and Sale Agreement specifying the purchase price and all terms and conditions of the proposed sale of a covered housing accommodation, and which constitutes a bona fide offer as defined herein; and (ii) a notice of the covered tenant’s rights as conferred by this Act.

“Notice of prospective sale,” a written notice by the owner of a covered housing accommodation, in a form approved by the City, which is delivered to the covered tenant(s) of that housing accommodation and to their registered tenant association, if one exists, which shall include: (i) a statement by the owner of a covered housing accommodation of the owner’s future intention to sell said housing accommodation, (ii) a statement of the owner’s asking price and any accompanying terms and conditions which the owner will seek to secure, and (iii) the deadline, if any, after which the owner plans to put the housing accommodation on the market, if the owner and the covered tenant(s), registered tenant association, or their assignee fail to execute a Purchase and Sale Agreement.

“Owner,” a person, firm, partnership, corporation, trust, organization, limited liability corporation, or other entity, or its successors or assigns, that holds title to a housing accommodation.

“Registered tenant association,” a group or entity representing at least two tenant households, including tenants who may have individually relinquished their rights under this Act, in a multi-unit covered housing accommodation with five or fewer rental units, and at least one-third of the tenant households, including tenants who may have individually relinquished their rights under this Act, in a multi-unit covered housing accommodation with six or more rental units, which has the legal capacity to hold an interest in real property, and has delivered a registration statement attesting to same, on a form approved by the City of Somerville, to the Office of Housing Stability by hand or by certified mail. Upon delivering such a statement, which must occur within 30 days of the notice date of intended sale, such association shall be the sole representative of the tenants, and any prior notice of intended sale is deemed delivered to such association;

“Voluntarily relinquish the rights conferred by this Act,” (1) A covered tenant, registered tenant association, or their assignee shall be deemed to have voluntarily and temporarily relinquished the rights conferred by this Act:

(a) if they fail to meet one of the following deadlines specified and elaborated upon in Section 3 of this Act: (i) the deadline for submitting a Statement of Interest, (ii) the deadline for entering into a Purchase and Sale Agreement, or (iii) the deadline for closing on the purchase and sale of the housing accommodation; provided, however, that if that failure to meet a deadline is caused by a failure by the owner to act in good faith as defined herein, then the covered tenant, registered tenant association, or their assignee shall not be deemed to have failed to meet that deadline.

(b) if they provide written notification, on a form approved by the City, that they are not interested in purchasing the covered housing accommodation, and that they are not interested in assigning their rights under this Act to another entity, and that their signature attesting to these statements has been furnished voluntarily, and not under duress; provided, however, that (i) a lease or rental agreement governing occupancy of a covered housing accommodation may not include provisions requiring the person or persons occupying such housing accommodation pursuant to that lease or rental agreement to relinquish their rights under this Act; (ii) a covered tenant may not be asked to relinquish their rights under this Act prior to the earlier of (A) the date they confirmed receipt of the owner’s notice of prospective sale, if such notice was provided, and (B) the date they confirmed receipt of the notice of intended sale, if such notice was provided; (iii) if the tenants in a covered housing accommodation with multiple units have formed a registered tenant association, only that registered tenant association is authorized to relinquish the rights conferred by this Act; and (iv) if the covered tenants in a covered housing accommodation with multiple units have not formed a registered tenant association, no covered tenant may relinquish the rights conferred by this Act to any other covered tenant(s).

(2) In the case of properties with three or fewer units, the rights of a formerly covered tenant, tenant association, or assignee that had relinquished their rights shall be deemed to be revived on the one year anniversary of the date they were relinquished, and any Purchase and Sale Agreement executed between the owner of a covered housing accommodation and a prospective buyer on or after that anniversary date shall trigger the requirement for a notice of intended sale, as provide for herein, unless the prospective sale constitutes an exempt transfer or conveyance. These same provisions shall apply to properties with four or more units, except that the revivification of the rights conferred by this Act shall occur on the eighteen month anniversary of the date they were relinquished.

SECTION 2. Tenant Opportunity to Purchase

(a) Notwithstanding any general or special law to the contrary, in the City of Somerville, before a covered housing accommodation may be sold pursuant to a covered sale, as herein defined, the owner shall give a notice of intended sale to each covered tenant, and to any registered tenant association; and such notice shall be dated and shall specify the amount of any bona fide offer that the owner has conditionally accepted and the terms and condition of such offer which must be substantially matched; provided, however, that the terms and conditions which the covered tenant must match shall not be deemed to include (i) terms pertaining to the portion of the purchase price which is promised in cash and the portion which depends upon mortgage financing, or (ii) terms pertaining to forfeiture of the buyer's right to arrange for one or more customary inspections. Such notice shall be delivered by certified mail to each such covered tenant and registered tenant association, with a simultaneous copy to the Office of Housing Stability. If a covered housing accommodation contains more than one household unit, the owner shall also post a copy of such notice in a conspicuous place in a common area of the covered housing accommodation.

If the covered tenant, registered tenant association, or their assignee, believes that said notice of intended sale does not comply with the requirements stated above, then within 10 days of receipt of said notice, the covered tenant, registered tenant association, or their assignee shall send a written complaint to the owner and the Office of Housing Stability, using a form approved by the City, stating their belief that said notice is non-compliant, and stating the reasons for that belief. In turn, upon performing its due diligence to verify the facts and resolve the matter, the Office of Housing Stability shall notify the property owner and the complainant(s) as to whether said notice of intended sale satisfied the requirements of this Act, and if it did not, in what ways the notice was deficient, and the steps that should be taken to remedy the situation; provided, however, that such response by the Office of Housing Stability shall be mailed to those parties by certified mail within five business days of the date that the Office of Housing Stability received the complaint.

If no such notice of intent to sell has been provided to the covered tenant(s) or registered tenant association, and if the rights conferred by this Act have not been voluntarily relinquished by those tenant(s) or by a registered tenant association, and if the covered tenant(s) or registered tenant association believe that the lack of such notice violates their rights under this Act, any such aggrieved party(s) shall send a written complaint to the owner and the Office of Housing Stability, using a form approved by the City, stating their belief that the failure to send such a notice is a violation of the rights conferred by this Act, and stating the reasons for that belief. Upon performing its due diligence to verify the facts and resolve the matter, the Office of Housing Stability shall, by certified mail sent within 10 business days of receiving the complaint, notify the property owner and the complainant(s) about its determination as to whether the

property is a covered housing accommodation; whether the sale, transfer, or conveyance is a covered sale; whether the complainant(s) are justified in their complaint; and what actions must be taken, if any.

In any instance where an owner of a housing accommodation intends to sell, convey, or otherwise transfer an interest in that housing accommodation, but asserts that the property is not subject to the provisions of this Act, because it is not a covered housing accommodation as defined herein, or because the proposed transaction is an exempt transfer or conveyance, as defined herein, or because there are no covered tenants, as defined herein, the owner shall deliver by certified mail to the Office of Housing Stability and to each tenant or registered tenant association a Notice of Non-Applicability on a form approved by the City explaining their assertion that sale, transfer, or conveyance of the property is not subject to the requirements of this Act. Such notice shall be sent within five business days of entering into a Purchase and Sale Agreement or a conveyance or transfer which the owner believes is not subject to this Act; provided, however, that such Purchase and Sale Agreement or conveyance or transfer shall be explicitly made conditional upon the determination of the Office of Housing Stability as to whether such sale, transfer, or conveyance is subject to the provisions of this Act. Upon performing its due diligence to verify the facts and resolve the matter, the Office of Housing Stability shall, by certified mail within five business days of receiving the owner's Notice of Non-Applicability, inform the owner and the tenant(s), registered tenant association, or their assignee of its determination on the matter, by either issuing a Certificate of Non-Applicability or by requiring the owner to issue a notice of intended sale and otherwise adhere to the requirements of this act. An owner's failure to provide such Notice of Non-Applicability shall create a rebuttable presumption that the sale, transfer, or conveyance of the property is subject to the provisions of this Act, and that a notice of intended sale is required.

(b) Beginning with the day following the notice date of intended sale, the covered tenant(s), registered tenant association, or their assignee, shall have a right of first refusal, allowing them to purchase the covered housing accommodation for the same price and substantially the same terms and conditions as contained in the bona fide offer which triggered said notice of intended sale; provided, however, that the terms and conditions which the covered tenant(s), registered tenant association, or assignee must match shall not be deemed to include (i) terms pertaining to the portion of the purchase price which is promised in cash and the portion which depends upon mortgage financing, or (ii) terms pertaining to forfeiture of the buyer's right to arrange for one or more usual inspections. Said right of first refusal shall inure to the covered tenant, registered tenant association, or their assignee, for the time periods specified elsewhere in this Act.

(c) In any instance where the purchaser of a housing accommodation is not the tenant(s), registered tenant association, or their assignee, the owner shall provide evidence satisfying the

Office of Housing Stability that the requirements of this Act have been complied with. Such evidence shall be contained in an Affidavit of Compliance, on a form approved by the City, delivered by hand or certified mail to the Office of Housing Stability, within 7 days of the closing on the property or the transfer or conveyance of the deed. The Affidavit and accompanying evidence shall include, but not be limited to: (i) Documentation of compliance with the notice requirements of this Act, that is, if the owner seeks to enter into a covered sale of a covered housing accommodation, a proper notice of intended sale has been sent to the tenants or registered tenant association, if one exists, and that any rights conferred by this Act pursuant to that notice of intended sale have been exercised, or have lapsed, or have been voluntarily relinquished by the tenant(s), registered tenant association, or their assignee; or (ii) if no such notice has been sent, a currently valid Certificate of Non-Applicability, issued by the Office of Housing Stability, or documentation: (A) that the property is not a covered housing accommodation, and/or (B) that the transfer or conveyance does not constitute a covered sale, and/or, (C) that all of the tenant(s) or the registered tenant association voluntarily relinquished their rights, as defined in Section 1 of this Act, prior to the date of the Purchase and Sale Agreement which would have otherwise triggered a notice of intended sale.

Within ten business days of receiving said Affidavit, the Office of Housing Stability, upon performing its due diligence to verify the accuracy and adequacy of the Affidavit, shall, by certified mail to the owner, either convey a Certification of Compliance, if it determines that the requirements of this Act have been satisfied, or send a letter identifying the requirements which have and have not been met, and instructing the owner on the steps that must be taken to fully comply with the requirements for such Certification. An owner receiving a Certification of Compliance shall post a copy of that Certification in a prominent location in the building or buildings to which it pertains, and shall submit the original Certification, along with a copy of the Affidavit of Compliance to the Registrar of Deeds of Middlesex County, who shall file said documents with the property deed.

(d) During the time periods provided herein for the exercise of any right to purchase conferred by this Act, a covered tenant, registered tenant association, or their assignee shall have the right at reasonable times and upon reasonable notice, to enter upon the covered housing accommodation for the purpose of inspecting or testing the land and premises.

No owner shall unreasonably refuse to provide to a covered tenant, registered tenant association, or their assignee, information commonly understood to be relevant for the underwriting of the building purchase.

Failure of an owner to act in good faith, as defined in Section 1, shall have the effect of canceling the proximate deadline established by this Act and preventing the owner from closing on the sale

of the covered housing accommodation with another buyer; except that an owner's refusal to enter into or execute a Purchase and Sale Agreement with a covered tenant, registered tenant association, or assignee that has failed to act in good faith, as also defined in Section 1, shall not be deemed a failure by that owner to act in good faith.

Nothing herein shall be construed to require an owner to provide financing to a covered tenant, registered tenant association, or their assignee.

(e) A covered tenant or registered tenant association, which has the right of first refusal hereunder, at its election, may assign its purchase rights to a qualified, eligible entity, as defined by city ordinance or regulation, for the purpose of: (i) operating the covered housing accommodation as an affordable housing property or, if available funding does not allow for subsidized rents, pursuant to lease agreements which prescribe rents that are not substantially higher than the rents charged by the seller of the property; provided, however, that nothing herein shall prohibit an assignee from increasing such rent to reasonably cover the cost of operating the housing accommodation; or (ii) serving in the role of interim property owner pursuant to the terms specified in clause (i), with the further understanding and expectation that the assignee will sell the property to the covered tenant(s) or registered tenant association at such time as said covered tenant(s) or registered tenant association is able to obtain the necessary financing.

If the rights conferred by this Act have been assigned by a covered tenant or a registered tenant association, the assignor shall, by certified mail on a form acceptable to the City, provide written notice of the assignment to the owner and to the Office of Housing Stability, and shall prominently post copies of such notice where the tenants of the covered housing accommodation are likely to see them.

(f) If after an owner has delivered a notice of intended sale required by this Act -- but before the transfer, conveyance, or sale of the covered housing accommodation has been fully executed -- there is a subsequent bona fide offer that results in a material change in the Purchase and Sale Agreement that triggered that notice of intended sale, the owner shall provide each covered tenant, registered tenant association, or their assignee with a new notice of intended sale, which shall have the effect of initializing the time periods for the exercise of the right of first refusal, as set forth in this Act. For the purposes of this subsection, a "material change" shall include, without limitation, a reduction in the purchase price of 10 percent or more, or a change in the terms and conditions which is materially more favorable to the prospective purchaser.

If the prospective buyer named in the Purchase and Sale Agreement that triggered the notice of intended sale defaults on or withdraws from that Purchase and Sale Agreement, and a subsequent offer is accepted by the owner, an entirely new notice of intended sale shall be forwarded to the

covered tenant(s), registered tenant association, or their assignee, initializing the time periods for exercising the rights conferred by this Act.

SECTION 3. Statement of Interest; Exercising Right to Purchase.

(A) Covered housing accommodations with 1, 2, or 3 units.

(1) The following provisions apply to a covered housing accommodation comprised of 1, 2, or 3 rental units:

(a) For a period of 30 days after the day following the mailing of any notice of intended sale which complies with this Act, a covered tenant or its assignee, shall have the option to jointly and/or individually provide the owner with a Statement of Interest which shall be a written notice in a form approved by the City of Somerville, which notice shall be sent by registered mail to the owner and the Office of Housing Stability. Said Statement of Interest shall include a clear expression of interest on the part of that covered tenant or registered tenant association to exercise the right to purchase or assign the right to purchase as provided in this Act.

(b) If a written Statement of Interest has been mailed in accordance with this section, the parties shall have no less than 30 days from the date of the mailing of that Statement of Interest to negotiate and execute a Purchase and Sale Agreement with the owner. If more than one individual covered tenant or more than one group of covered tenants submits a written Statement of Interest, the owner shall negotiate with each covered tenant or group of covered tenants separately, or jointly if the parties agree to negotiate jointly. For every day of delay in providing information by the owner as required by this Act, the deadline is extended by one day. If the owner is required to negotiate with more than one covered tenant or group of covered tenants pursuant to this section, the owner may decide which contract is more favorable, without liability to the other covered tenants or groups of covered tenants.

(c) Any Purchase and Sale Agreement shall provide a reasonable period of time of not less than the greater of (i) the period of time until closing specified in the bona fide offer, and (ii) 30 days from the execution of that Purchase and Sale Agreement in order for the covered tenant to secure financing and/or financial assistance; provided, however, that if a lending institution or agency estimates in writing that a decision with respect to financing or financial assistance will be made within 60 days of the date of the Purchase and Sale Agreement, the owner shall afford an extension of time consistent with that estimate.

(d) Should a covered tenant, registered tenant association, or assignee voluntarily relinquish the rights conveyed by this Act, as defined in Section 1, then the owner shall be free to consummate

the sale of the property pursuant to the bona fide offer; provided, however, that if a closing on the property does not occur within one year after the date those rights were relinquished, then the owner shall be required to comply again with the terms of this Act, with respect to any revived or subsequent bona fide offer.

(B) Covered housing accommodations with 4 or more units.

(1) The following provisions apply to covered housing accommodations with four or more rental units:

(a) In order to exercise the rights conferred by this Act, tenants must form a registered tenant association.

(b) Within 30 days after the date of mailing of any notice of intended sale which complies with this Act, a registered tenant association, or its assignee may provide by certified mail to the owner and the Office of Housing Stability, a statement of interest which shall be a written notice in a form approved by the City which shall include a clear expression of interest on the part of the registered tenant association to purchase or assign the right to purchase as provided in this Act.

(c) If a written statement of interest has been mailed in accordance with this section, the parties shall have no less than 60 days from the date of the mailing of the statement of interest to execute a Purchase and Sale Agreement. For every day of delay in providing information by the owner as required by this Act, the deadline is extended by one day.

(d) Any Purchase and Sale Agreement shall provide a reasonable period of time of not less than the greater of: (i) the period of time until closing specified in the bona fide offer, and (ii) 90 days from the execution of said Purchase and Sale Agreement, in order for the registered tenant association or its assignee to secure financing and/or financial assistance; provided, however, if a lending institution or agency estimates in writing that a decision with respect to financing or financial assistance will be made within 120 days after the date of the Purchase and Sale Agreement, the owner shall afford an extension of time consistent with that written estimate.

(e) Should the registered tenant association or its assignee voluntarily relinquish the rights conveyed by this Act, then the owner shall be free to consummate the sale of the property pursuant to the bona fide offer, provided, however, that if a closing on the property does not occur within 18 months after the date those rights were relinquished, then the owner shall be required to comply again with the terms of this Act, with respect to any revived or subsequent bona fide offer.

SECTION 4.

(a) The purposes of this chapter favor resolution of ambiguity by any judicial or administrative body or officer toward protecting the legal rights of covered tenants to the maximum extent permissible under law. If this Act conflicts with another provision of law of general applicability, the provisions of this Act control.

(b) The right of a third party to purchase a housing accommodation is conditional upon exercise by a covered tenant, registered tenant association, or their assignee's rights under this Act. The time periods for negotiation of a Purchase and Sale Agreement and for the sale of a housing accommodation pursuant thereto under this Act are minimum periods, and the owner may afford a reasonable extension of such periods, without liability under a third party contract. Third party purchasers are presumed to act with full knowledge of the rights provided for under this Act.

(c) This law is in addition to and is not intended to abrogate any other right to purchase, or right of first refusal to purchase a housing accommodation, as provided by general or special law, or by City ordinance.

SECTION 5. The City of Somerville is authorized to provide a grant or loan, or otherwise provide assistance, from its affordable housing trust fund for the purposes of purchases of real property under this Act. These funds shall be used to establish and/or preserve the affordability of the covered housing accommodation, in perpetuity, or as long as legally permissible.

SECTION 6. Notwithstanding the terms and conditions of the bona fide offer which triggered the notice of intended sale, the owner shall not require the a covered tenant, registered tenant association, or assignee to pay a deposit in excess of the lesser of: (i) the deposit specified in the Purchase and Sale Agreement that triggered that notice of intended sale, (ii) 5 percent of the purchase price specified in that Purchase and Sale Agreement, or (iii) \$250,000.

SECTION 7. (a) The rights provided under this Act may not be waived, except as provided for in the definition in Section 1 of voluntarily relinquishing rights conferred by this Act. It is illegal for an owner to require a tenant to waive any rights provided to the tenant under this Act.

(b) An owner, covered tenant, group of covered tenants, registered tenant association, or their assignee may appeal a decision or determination by the Office of Housing Stability to the Director of the City's Office of Strategic Planning and Community Development or their designee, and the decision pursuant to such appeal shall be rendered and communicated to the parties within 10 business days of the filing date of that appeal; provided, however, that the

period of time from the filing date of the appeal until the date on which the decision is rendered shall not count against a deadline defined in this Act, except in the case that an appeal by a covered tenant, group of covered tenants, registered tenant association, or their assignee is deemed by the Director or their designee to be dilatory, that is, without merit and intended to cause delay,.

(c) Any aggrieved owner, covered tenant, registered tenant association, or their assignee may seek damages, under the provisions of chapter 93A of the General Laws.

(d) The City of Somerville is authorized to enforce this Act and may promulgate ordinances, rules, regulations, and any forms necessary for implementation or enforcement. The City of Somerville may seek injunctive, declaratory, and compensatory relief in a court of competent jurisdiction.

SECTION 8. The Registrar of Deeds for Middlesex County shall require a Certification of Compliance issued by the Office of Housing Stability, and the Affidavit of Compliance that precipitated the awarding of that Certification of Compliance, in conjunction with the filing of any deed pertaining to the sale, transfer, or conveyance of a residential property located within the boundaries of the City of Somerville, and said Certification and Affidavit shall become part of the public record and filed with the deed for that residential property.

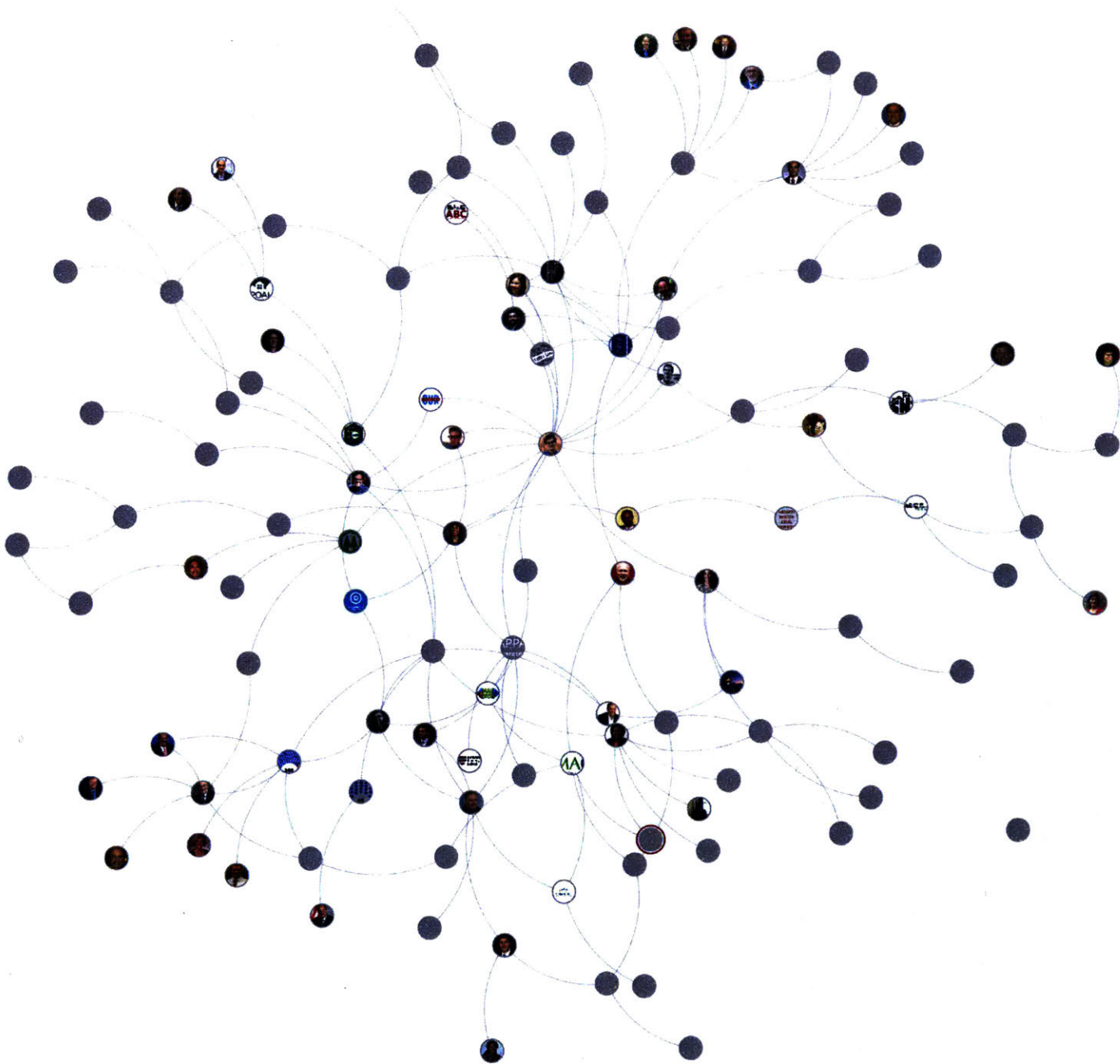
SECTION 9. This Act shall take effect upon its passage.

Appendix F: Panelists for 10.16.2018 Public Hearing in Joint Committee on Housing

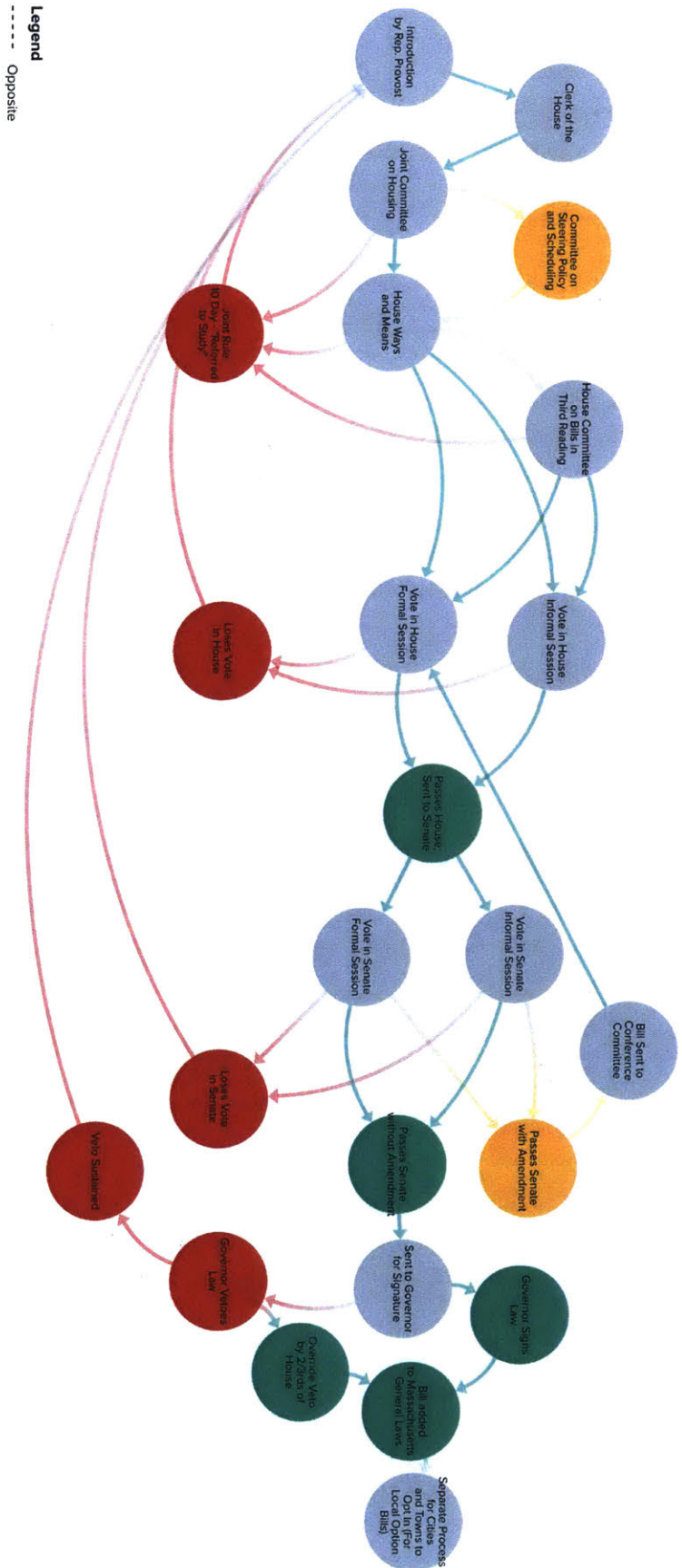
- 1) Bill introduction - Rep. Denise Provost
 - a) Mayor Joseph Curtatone, Somerville
 - b) Councilor Ayanna Pressley, Boston
 - c) Councilor Tito Jackson, Boston
 - d) Councilor Dennis Carlone, Cambridge
 - e) Alderman Bob Mcwatters, Somerville
- 2) Washington, D.C. Panel
 - a) Robert Wohl - Latino Economic Development Center of DC (LEDC)
 - b) Silvia Salazar - Norwood Cooperative co-president & Latino Economic Development Center Board President
 - c) Eliana Golding - Tufts UEP, Formerly Housing Counseling Services of DC
 - d) David Tisel - MIT DUSP, Formerly City First Homes of DC
- 3) Community Development Corporations
 - a) David Bryant - Massachusetts Association of Community Development Corporations (MACDC)
 - b) Daniel LeBlanc - Somerville Community Corporation (SCC)
 - c) Colleen Fitzpatrick - Fenway CDC
 - d) Erica Schwarz - Southwest Boston CDC
- 4) Lenders
 - a) Gerardo Espinoza - Local Enterprise Assistance Fund
 - b) Maggie Cohn - Cooperative Fund of New England
- 5) Tenant and Community Organizers
 - a) Steve Meacham - City Life / Vida Urbana
 - b) Karen Chen - Chinese Progressive Association
 - c) Jason Boyd - Codman Square NDC
 - d) David Nollman - Mass Alliance of HUD Tenants
- 6) Massachusetts Association of Housing Cooperatives
 - a) Jon Seward - President, MAHC
 - b) Matt Thall - Fensgate Cooperative, Fenway CDC Board Member
 - c) Robert Case - First Fenway Cooperative
- 7) Lawyers
 - a) Ellen Schacter - Greater Boston Legal Services
 - b) Madelyn Finucane - Harvard Legal Aid Bureau

- c) Joseph Michelakas - Greater Boston Legal Services
- 8) Boston Community Land Trust Network
 - a) Eliza Parad- Dudley Street Neighborhood Initiative
 - b) Lydia Lowe - Chinatown Community Land Trust
 - c) Diana Bell - Displacement Research Action Network
- 9) Somerville Local Candidates
 - a) Stephanie Hirsch - At Large
 - b) JT Scott - Ward 2
 - c) Ben Ewen Campen - Ward 3

Appendix G: Summary Visual of Network Analysis for State Enabling Legislation



Appendix H: Path from Bill to Law for H3017



Appendix I: H3017 Fact Sheet

H3017: An Act to Preserve Affordable Housing through a Local Option Tenant's Right to Purchase

- This bill is **based on the Tenant Opportunity to Purchase Act (TOPA)** in Washington, D.C., which has helped to preserve thousands of units of affordable housing in the District of Columbia since its passage in 1980.
- Tenants in buildings with three or more units (excluding owner-occupied three-family structures) would have the **option to purchase the building at fair market value** before a sale to a third party could be executed.
- Tenants may also **assign the right to purchase** to a nonprofit, community land trust, or owners' cooperative to purchase the property on their behalf and maintain permanently affordable housing. This would allow these organizations to preserve affordable housing at a fraction of the cost of building new structures for affordable housing.
- **"Fair Market Value"** is defined as matching the purchase price offered by a third party purchaser.
- Tenants have **45 days** after receiving notice of the pending sale to a third party to make a **5% deposit** signaling intent to purchase. After the deposit, the Tenants have **120 days to secure financing and close** on purchase.
- This is a **Local Option Bill**, so a city or town must vote to adopt this program before it would apply to that city or town.
- Any city or town voting to opt into this program is authorized to create an **Affordable Housing Trust Fund** to assist with financing transactions through this program. This trust fund can be capitalized through sources such as linkage fees, transfer taxes, Community Preservation Act funds, and local budget appropriations.

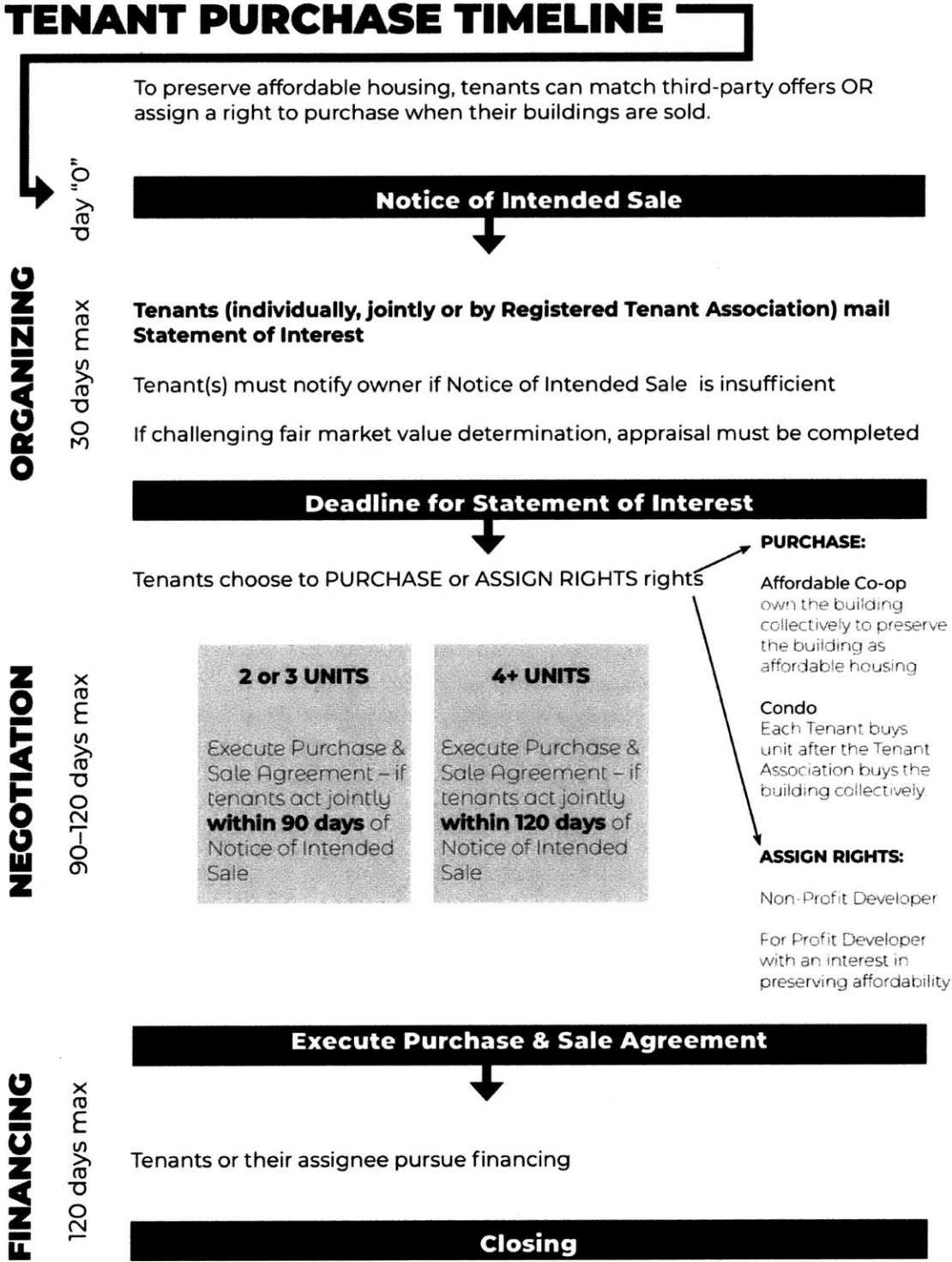
Sample Tenant Purchase Timeline:

1. A **Third Party offers** the Current Landlord \$1,000,000 for a four-unit building.
2. The Current Landlord must give the Tenants **notice of the pending sale** and their opportunity to purchase at that price.
3. The Tenants have **45 days** to make a **deposit worth 5%** of the purchase price, signaling their intent to purchase.
4. The Tenants have an additional **120 days** after making this deposit to **secure financing and close** on purchase of the building.

*This timeline also applies if the Tenants assign their right of first refusal to a nonprofit, community land trust, or owners' cooperative.

Prepared by David Tisel in July, 2017, on behalf of Representative Denise Provost

Appendix J: Tenant Purchase Timeline



Designed by Nayeli Rodriguez 3/2018

Appendix K: Call Script for Enabling Legislation

H3017: An Act to Preserve Affordable Housing through a Local Option Tenant's Right to Purchase

Background

This bill is based on the Tenant Opportunity to Purchase Act (TOPA) in Washington, D.C., which has helped to preserve thousands of units of affordable housing in the Washington since TOPA passed in 1980. The D.C. City Council passed TOPA in response to a surge in speculative real estate investment in the city. Those investments had contributed to the loss of thousands of affordable rental units to condominium conversions in the late 1970's.

Giving Cities and Towns Another Option

This is a Local Option Bill, so TOPA would only go into effect in cities or towns that vote to adopt this program in their community.

How does the TOPA Program work?



Tenants in buildings with three or more units (excluding owner-occupied three-family structures) would have the option to purchase the building at fair market value before a sale to a third party could be executed.

If tenants do not want to buy the property themselves, they can assign the right to purchase to a housing nonprofit to purchase the property on their behalf and maintain it as permanently affordable housing. Unlike in Washington, D.C. tenants would not be able to sell the assignment of their right to purchase.

Any city or town voting to opt into this program can create an Affordable Housing Trust Fund to assist with financing transactions through this program.

Make a Call	Sample Script
<p>HOUSING COMMITTEE CO-CHAIRS</p> <p>Rep. Kevin Honan 17th Suffolk - Allston Brighton 617-722-2470</p> <p>Sen. Joseph Boncore 1st Suffolk & Middlesex Counties 617-722-1634</p>	<p>My name is <i>[your name]</i> I live in <i>[city where you live]</i> on <i>[your street]</i>. I'm calling in support of House Bill 3017 which supports a tenant's right to purchase.</p> <p>I support this bill because:</p> <ul style="list-style-type: none">-I want to preserve affordable housing in my neighborhood and give long-term residents a chance to stay in their homes.-This bill fosters stability in our neighborhoods by protecting tenants, while also giving owners a fair price for their properties. <p>The right of first refusal will protect me and my neighbors from getting pushed out if our landlord decides to sell to a speculative real estate investor.</p>