

# CITY OF BOSTON

IN CITY COUNCIL

## **AN ORDINANCE CONCERNING HOUSING STABILITY, REQUIRING NOTICE TO TENANTS AND FORMER HOMEOWNERS OF RIGHTS AND RESOURCES**

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

### SECTION 1.

City of Boston Code, Ordinances, Chapter X is hereby amended by inserting the following Section after Section 10-10: -

#### **10-11. HOUSING STABILITY NOTIFICATION ACT**

##### **10-11.1 Purpose**

The purpose of this Ordinance is to promote the housing stability of Boston residents.

##### **10-11.2 Definitions**

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

"Applicable laws" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders that have the effect of law, as well as all applicable final, non-appealable judicial opinions.

"Entity" means a business organization, or any other kind of organization, including without limitation a corporation, partnership, trust, limited liability corporation, limited liability partnership, joint venture, sole proprietorship, development or project, or any other category of organization, and any employee, agent, servant or other representative of such entity.

"Former Homeowner" means any natural person or group of natural persons who, prior to foreclosure of a housing accommodation, had been the title owner or owners of such housing accommodation, or who has a legal or beneficial

interest in the housing accommodation by dissolution of marriage, separation agreement, survivorship, devise, or intestate succession, and who at the time of foreclosure actually occupied such housing accommodation as a resident or residents.

"Foreclosing Owner" means any natural person or entity that holds title in any capacity, directly or indirectly without limitation, whether in its own name, as trustee or as beneficiary, to a housing accommodation that has been foreclosed upon and either (1) held or owned a mortgage or other security interest in the housing accommodation at any point prior to the foreclosure of the housing accommodation, or is the subsidiary, parent, trustee, or agent thereof; or (2) is an institutional mortgagee that acquires or holds title to the housing accommodation; or (3) is the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.

"Landlord" means owner of record, or lessor or sub-lessor of an owner of record, or any other person, project, housing development, or other entity entitled either to receive rent for the use and occupancy of any rental unit or to maintain an action for possession of a rental unit, or an agent, representative, successor, or assignee of any of the foregoing.

"Lease non-renewal or expiration" means a provision in a written rental agreement for a housing accommodation or rental unit that the lease will expire either as of a fixed date, or at the election of the owner for the failure of the tenant to take certain affirmative action.

"Notice to quit" means any written notice sent by a landlord or a foreclosing owner to a tenant or former homeowner of a residential rental unit or housing accommodation seeking to terminate the tenant's tenancy or the former homeowner's occupancy of such rental unit or housing accommodation.

"Office of Housing Stability" means the office of the City of Boston created to address the problem of displacement in the city, or any subsequent or successor office or entity similarly empowered with like purpose or responsibility, or if no such office exists, the city office or entity with the closest corresponding purpose or responsibility.

"Owner" means any person or entity that holds title to one or more dwelling units in any manner including but not limited to a partnership, corporation or trust. For purposes of this ordinance the term "owner" shall include one who manages,

controls, or customarily accepts rent on behalf of the owner.

"Property" means a parcel of land along with all fixtures, structures and improvements thereupon, located in the City of Boston, that is assessed and taxed as an undivided whole.

"Rental Unit" means a non-owner occupied room or group of related rooms within a dwelling used or intended for use by one family or household for living, sleeping, cooking and eating.

"Skilled Nursing Facility" means a health facility or a distinct part of a hospital that provides, at a minimum, skilled nursing care and supportive care to patients whose primary medical need is the availability of skilled nursing care on an extended basis. Such facility must provide 24 hour inpatient care, an activity program, and medical, nursing, dietary, and pharmaceutical services. Additionally, the facility must provide effective arrangements, confirmed in writing, through which services required by the patients but not regularly provided within the facility can be obtained promptly when needed.

"Tenancy" means occupation or use of a dwelling unit under an express or implied rental agreement.

"Tenant" means any person who inhabits or is entitled to inhabit a dwelling unit under a rental agreement.

### **10-11.3                    Applicability**

The provisions of this ordinance shall apply to all rental units and housing accommodations in the City of Boston, in whole or in part, where a notice to quit or other notice of lease nonrenewal or expiration has been served, or should have been served, on the tenant or former homeowner of any such rental unit or housing accommodation as of the effective date of this ordinance, but where any such rental unit or housing accommodation has not yet been vacated or a final order of judgment for possession has not entered as of the effective date of this ordinance. However, the provisions of this ordinance shall not apply to the following types of units: (1) Rental units in any hospital, skilled nursing facility or health facility; and (2) 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. Short term treatment is treatment meant to last thirty or fewer days where such housing is incidental to the

recovery program and where the client has been informed in writing of the short term, temporary or transitional nature of the housing at its inception,

#### **10-11.4 Required Notice**

When a landlord or foreclosing owner serves the tenant or former homeowners any notice to quit or notice of lease nonrenewal or expiration, such landlord or foreclosing owner shall, at the same time, also serve a copy of said notice to quit or notice of lease nonrenewal or expiration on the City of Boston's Office of Housing Stability. All notice to quit or notice of lease nonrenewal or expiration to tenant or former homeowners shall also include a notice of basic housing rights and resources, containing a list of organizations available to assist tenants and/or former homeowners with their contact information on a form or forms prepared by the City of Boston's Office of Housing Stability, which shall be attached thereto. Where a landlord or foreclosing owner is exercising a right of lease nonrenewal or expiration, the owner shall give such written notice prepared by the City of Boston's Office of Housing Stability to the tenant at least thirty days prior to commencing any summary process action against the tenant or former homeowner. Such notice shall be provided in-hand or by certified mail and electronic mail.

Notwithstanding G. L. c. 4, § 7 (26) (c) and the privacy rights therein, a tenant may allow the city to disclose the tenant's information to a public advocacy organization.

#### **10-11.5 Non-Waivability**

The provisions of this Ordinance may not be waived, and any term of any lease, contract or other agreement which purports to waive or limit a tenant's or former homeowner's substantive or procedural rights under this ordinance is contrary to public policy, unenforceable, and void.

#### **10-11.6 Partial Invalidity**

If any provision of this ordinance or application thereof is held to be invalid or in conflict with applicable laws, this invalidity or conflict shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provisions or applications, and to this end, the provisions and applications of this ordinance are severable.

#### **10-11.7 Enforcement**

The provisions of this Ordinance shall be reported to and investigated by the City of Boston's Office of Fair Housing and Equity and enforced by the Commissioner of Inspectional Services, and their duly authorized agents, officers and employees, by a noncriminal disposition pursuant to Massachusetts General Laws Chapter 40 Section 21D, and if applicable, by seeking to restrain a violation by injunction. Each failure to comply with the requirements set forth in this Ordinance with respect to an individual tenant or occupant entitled to notice hereunder shall be deemed a separate offense triggering a separate warning or a fine of up to three hundred dollars (\$300) per day. Unless otherwise provided, a person or entity violating any provisions of this Ordinance shall be warned or fined in accordance with the provisions of the City of Boston Ordinances and/or Boston City Charter. The City may allocate fines collected for violations of this ordinance for rent relief. The provisions of this section may also be enforced according to M.G.L. Chapter 40U as accepted by the City of Boston, also known as the "Green Ticket" law.

Within ten days the City of Boston shall petition the Boston Public Health Commission and the Boston Board of Health to promulgate regulations to prevent or discourage eviction actions during the COVID-19 pandemic by preventing the coerced entry into a unit by a sheriff, constable or other party, forcible removal of tenants and their belongings, and other such actions that would incur or exacerbate public health risk.

## SECTION 2.

The provisions of this ordinance shall become effective immediately.

Filed in Council: October 21, 2020