

Is Your Apartment Becoming a Condo? Tenants' Rights in Massachusetts

If your landlord wants to convert your apartment to a condominium (condo), and your building is not owner-occupied or it is owner-occupied and has more than 3 apartments, you have rights under state law. Some towns and cities also have local condo laws that give you more rights.

What rights do I have as a tenant in a building being converted into a condo?

Eviction Protections

Your landlord must give you written notice of plans to convert your apartment to a condo. They must send the notice by certified mail or hand-deliver it to you. The notice must include a statement of your rights.

If your landlord wants you to vacate as part of condo conversion, they must give you a notice to vacate **at least 1 year** before the date they want you to move out. The move-out date on the notice cannot be sooner than the end date in your written lease.

After giving you notice of a plan to convert, your landlord cannot send you a 30-day *no fault* eviction notice. They must follow the longer notice, relocation benefit, and rent protections for a condo conversion eviction. However, they may start an eviction if you haven't paid your rent or you've violated your lease.

If you have a limited income, are 62 years or older, or have a physical disability, the landlord must give you notice **at least 2 years** before the date they want you to move out. Some cities and towns require a longer period of notice for such tenants.

You do not have to move out automatically by the move-out date. If your landlord wants you out, they must file an eviction case in court. If a judge gives your landlord permission to evict you, you will have to move out. But the court may give you more time to find another place to live.

Local Condo Rights

Some towns and cities have local condo laws that give you **more** rights such as:

- In Lexington, tenants with school-age children, or family, health or financial problems, may qualify for 5 years notice before they have to move out.
- In Boston and Somerville, greater relocation benefits must be paid to tenants who do not purchase a unit. Past vacancies and any threats of displacement are reviewed as part of the approval process.
- The definition of “elderly” and “disabled” for extra tenant protections may differ under local laws.
- In New Bedford and Boston, notices must be in the tenant’s primary language, as well as in English.

Communities with local condo laws are:

Abington	Marlborough
Acton	New Bedford
Amherst	Newburyport
Boston	Newton
Brookline	Salem
Lexington	Somerville

Ask your Town/City Hall for a copy of the local condo laws.

Right to Buy

When your landlord gives you notice of a condo conversion, they must also give you the first chance to buy your apartment. This is called the “right of first refusal.”

With the notice of conversion, the landlord must include a “Purchase & Sale Agreement” that lists the asking price of your apartment. They cannot advertise the sale for 90 days.

If you want to buy your apartment, you have 90 days to negotiate with the landlord.

After 90 days, the landlord can sell it to someone else. The new owner will be your landlord.

Finding a New Place

Your landlord, as part of asking you to vacate, must help you find a new apartment, if you are elderly, have a disability, or have a low income. The new apartment must be in the same town. The apartment must be comparable to your current apartment. The rent must be the same. If your landlord does not find you a new apartment, you have the right to stay 2 years past the move-out date on the notice.

Protection from Rent Increases

Landlords may not increase the rent by a large amount to make you leave before the move-out date.

If you have a lease, your landlord can **only** increase your rent before the lease ends if it has a Tax Escalator clause and property taxes go up.

If your lease ends **before** the move-out date **or** you do not have a lease, your landlord can increase your rent.

The rent increase cannot be more than 10% of your current rent, or the change in the Consumer Price Index since last year, whichever is less. So, if the Consumer Price Index went up 0.8%, your rent could go up by no more than 0.8%.

Moving Expenses

If you move out voluntarily before the date on the notice to vacate, and you are up to date with your rent, the landlord must pay your moving expenses. Give the landlord advance notice of the date you are moving. Keep all receipts of your moving expenses.

They must pay up to \$750 in moving benefits or up to \$1,000 if you are elderly, disabled, or have a low income.

Some cities and towns have higher moving benefits. In Boston, landlords must pay up to \$10,000 for all tenants and \$15,000 for elderly, disabled, or lower income tenants.

After the Conversion

If you do not buy the condo, but you rent it after it becomes a condo, you are a tenant. If you rent a condo, the condo owner must notify you, in writing, of the name and phone number of the person responsible for repairs.



For more, scan the QR code to see [Legal Tactics, Chapter 17: Condos](#) MassLegalHelp.org/LT-Condos