



**City of Somerville, Massachusetts**  
***Condominium Review Board***

Katjana Ballantyne, Mayor

**Monday, June 24, 2024**

**6:00 pm.**

***Staff Liaison & Housing Policy Coordinator***  
Morena Zelaya

***Board Members***  
Zachary Zasloff, Chair  
Kate Byrne, Vice-chair  
Elizabeth Champion  
Alix Simeon  
Jennifer Tsolas

**Meeting Minutes**

**June 24, 2024 – 6:00 PM**

**Virtual Hearing**

Board Members present: Zachary Zasloff; Kate Byrne; Alix Simeon; Jennifer Tsolas  
Staff present: Morena Zelaya, Staff Liaison; Joseph Theall, Housing Counsel;  
Michael Feloney, Housing Director

Chair Zasloff convened the meeting at 6:00 PM. He read the following information aloud: Pursuant to Chapter 107 of the Acts of 2022, this meeting of the Condominium Review Board will be conducted via remote participation. We will post an audio recording, audio-video recording, transcript, or other comprehensive record of these proceedings as soon as possible after the meeting on the City of Somerville website and local cable access government channels.

**CONDO REVIEW BOARD MEETING AGENDA**

**1. MEETING CALL TO ORDER**

The meeting was called to order with a call for attendance made by Chair Zasloff.  
Responses were as follows:

Chair Zasloff	Present
Vice-chair Byrne	Present
Member Champion	Absent
Member Simeon	Present
Member Tsolas	Present

With four in attendance there was a quorum, and the meeting was called to order.

**2. NEW BUSINESS**

**a. APPLICATIONS FOR FINAL/COURTESY CONDOMINIUM  
CONVERSION PERMITS**

**WARD 7 PRECINCT 2**

**69 Clarendon Ave**

Application of 69 Clarendon Avenue Somerville LLC, seeking a Final Conversion permit for Unit #1 at 69 Clarendon Avenue. Jason Santana, manager of the LLC, attended to speak on the application. He informed the board that all outstanding requirements had now been met.

Chair Zasloff opened the floor to the Board; seeing none, the floor was closed.

Chair Zasloff opened the floor to public comment; seeing none, the floor was closed.

On a motion duly made a roll call vote was called and it was voted 4-0:

Chair Zasloff- yes

Vice-chair Byrne – yes

Member Simeon- yes

Member Tsolas- yes

To grant a Final Conversion permit for Unit #1 at 69 Clarendon Avenue.

**WARD 4 PRECINCT 4**

**37-39 Bond Street**

Application of Andrew Bennett & Arlen Weiner. Seeking a Final Conversion permit for Unit #39 at 37-39 Bond Street. Attorney Mark Sheehan attended as representative for the applicant, and he informed the board that the final required documents had been submitted and that they were seeking the final permit as a result.

Chair Zasloff opened the floor to the Board; seeing none, the floor was closed.

Chair Zasloff opened the floor to public comment; seeing none, the floor was closed.

On a motion duly made a roll call vote was called and it was voted 4-0:

Chair Zasloff- yes

Vice-chair Byrne – yes

Member Simeon- yes

Member Tsolas- yes

To grant a Final Conversion permit for Unit #39 at 37-39 Bond Street.

**WARD 2 PRECINCT 4**

**45 Kent Street**

Application of 45 Kent Street LLC, Jonathan Landry. Seeking a Final Conversion permit for Unit #1 & Unit #2 at 45 Kent Street. Attorney Mark Sheehan attended to speak on the application. He stated that the outstanding documentation, the master deed and property condition report, had now been submitted and that they were seeking the final conversion permit.

Chair Zasloff opened the floor to the Board; seeing none, the floor was closed.

Chair Zasloff opened the floor to public comment; seeing none, the floor was closed.

On a motion duly made a roll call vote was called and it was voted 4-0:

Chair Zasloff- yes

Vice-chair Byrne – yes

Member Simeon- yes

Member Tsolas- yes

To grant Final Permits for Unit #1 & Unit #2 at 45 Kent Street.

**WARD 7 PRECINCT 4**  
**77-83 North Street**

Application of 77 North Street Trust, David Maher. Seeking a Final Conversion permit for Unit #77 & Unit #83 at 77-83 North Street. Attorney Jim Maher attended as representative for the applicant. He stated that the final items necessary, the master deed and property condition report, had been submitted to the board.

Chair Zasloff opened the floor to the Board; seeing none, the floor was closed.

Chair Zasloff opened the floor to public comment; seeing none, the floor was closed.

On a motion duly made a roll call vote was called and it was voted 4-0:

Chair Zasloff- yes

Vice-chair Byrne – yes

Member Simeon- yes

Member Tsolas- yes

To grant a Final Conversion permit for Unit #77 & Unit #83 at 77-83 North Street.

**WARD 3 PRECINCT 3**  
**85 Oxford Street**

Application of 85 Oxford Rd LLC. Seeking a Final Conversion permit for Unit #1 at 85 Oxford Street. Attorney Matthew Spang attended as representative for the applicant. He stated that the final items necessary, the master deed and property condition report, had been submitted to the board.

Chair Zasloff opened the floor to the Board; seeing none, the floor was closed.

Chair Zasloff opened the floor to public comment; seeing none, the floor was closed.

On a motion duly made a roll call vote was called and it was voted 4-0:

Chair Zasloff- yes

Vice-chair Byrne – yes

Member Simeon- yes

Member Tsolas- yes

To grant a Final Conversion permit for Unit #1 at 85 Oxford Street.

**WARD 3 PRECINCT 2**  
**30 Richdale Ave**

Application of Building Alliance Group LLC, Thyago Goncalves Ponce. Seeking a Final Permit for Unit # 1 at 30 Richdale Avenue. Attorney Matthew Spang attended as representative for the applicant. He stated that the final items necessary, the master deed and property condition report, had been submitted to the board.

Chair Zasloff opened the floor to the Board; seeing none, the floor was closed.

Chair Zasloff opened the floor to public comment; seeing none, the floor was closed.

On a motion duly made a roll call vote was called and it was voted 4-0:

Chair Zasloff- yes

Vice-chair Byrne – yes

Member Simeon- yes

Member Tsolas- yes

To grant a Final Conversion permit for Unit # 1 at 30 Richdale Avenue.

**WARD 2 PRECINCT 1**  
**10-12 Linden Street**

Application of 10-12 Linden St LLC, Leonardo Ribeiro. Seeking Final Permits for Unit #6, Unit #8, Unit #10, and Unit #12 at 10-12 Linden St. Earlier unit designations for these units were Unit #1, Unit #2, Unit #3, and Unit #4 respectively. Attorney Breanna Rolland attended as representative for the applicants. She stated that the final items necessary, the master deed and property condition report, had been submitted to the board.

Chair Zasloff opened the floor to the Board; he asked why the unit numbers were changed and Attorney Rolland stated it was a decision by the City. Vice- chair Byrne asked about the former tenants and Attorney Rolland stated the property had been vacant over a year before the application for conversion was submitted so they did not have former tenant contact information. Seeing no further questions, the floor was closed.

Chair Zasloff opened the floor to public comment; seeing none, the floor was closed.

On a motion duly made a roll call vote was called and it was voted 4-0:

Chair Zasloff- yes

Vice-chair Byrne – yes

Member Simeon- yes

Member Tsolas- yes

To grant a Final Conversion permit for Unit #6, Unit #8, Unit #10, and Unit #12 at 10-12 Linden Street.

**b. APPLICATIONS FOR PRELIMINARY CONDOMINIUM  
CONVERSION PERMITS**

**WARD 4 PRECINCT 3**

**59 Dartmouth Street**

Application of Gavi REI Group LLC, Tal Klayman. Seeking a Preliminary Rental Conversion Permit for Unit #1, Unit #2, & Unit #3 at 59 Dartmouth Street. There was no representative in attendance when the application was originally called and the board voted unanimously to move it to later in the agenda to allow the representative or applicant more time to log on. Tal Klayman, manager of the LLC, attended. He informed the board that required documents for the preliminary permit had been submitted with his application.

Chair Zasloff opened the floor to the Board; seeing none, the floor was closed.

Chair Zasloff opened the floor to public comment; seeing none, the floor was closed.

On a motion duly made a roll call vote was called and it was voted 4-0:

Chair Zasloff- yes

Vice-chair Byrne – yes

Member Simeon- yes

Member Tsolas- yes

To grant a Preliminary Rental Conversion Permit for Unit #1, Unit #2, & Unit #3 at 59 Dartmouth Street

**WARD 3 PRECINCT 1**

**19 Boston Street**

Application of Danuza Aquino Westin Damacena. Seeking a Preliminary Rental Conversion Permit Unit #1 & Unit #2 at 19 Boston Street. There was no representative in attendance when the application was originally called and the board voted unanimously to move it to later in the agenda to allow the representative or applicant more time to log on. Both applicants were logged in

when their application was called again. Ms. Aquino informed the board that required documents for the preliminary permit had been submitted with his application.

Chair Zasloff opened the floor to the Board; there was board discussion with the applicant about the low-moderate income status of the tenant in Unit #1. Staff informed the Board that the tenant had verbally indicated she may qualify for enhanced protections, but Staff had not received any additional information from the tenant in order to confirm. The Board informed the applicant that the tenant may be entitled to enhanced protections and that the permit would indicate that possibility. Originally the Board requested to table the application because the applicant did not seem to understand the potential implications of the tenant having enhanced protections. After hearing from the applicant during the public comment period where she specifically requested the permit be issued and explained her financial pressures that were compelling her to sell her home, the Board agreed to issue the permits.

Chair Zasloff opened the floor to public comment; seeing none other than the earlier referenced comments from the applicant, the floor was closed.

On a motion duly made a roll call vote was called and it was voted 4-0:

Chair Zasloff- yes

Vice-chair Byrne – yes

Member Simeon- yes

Member Tsolas- yes

To grant a Preliminary Rental Conversion Permit Unit #1 & Unit #2 at 19 Boston Street.

## **WARD 2 PRECINCT 2**

### **63 Oak Street**

Application of 63 Oak St LLC, Ben Lin. Seeking a Preliminary Rental Conversion Permit Unit #2 & Unit #3 and a Final Conversion Permit for Unit #1 at 63 Oak St. Attorney Breanna Rolland and Attorney Anne Vigorito attended as representatives for the applicant. The application had previously been tabled at the May 2024 meeting at Attorney Vigorito's request in order to provide further opportunity to determine how the units had been previously used. The attorney that represented the applicant in the purchase of the property, James Sweeney, had provided a new affidavit confirming the last use was as a residential rental but no tenant information was available. The representatives were back before the board requesting approval of preliminary permits.

Chair Zasloff opened the floor to the Board; board members all voiced their opinion that the first recommendation option outlined in the staff report (attached here), to issue Preliminary Rental Conversion Permit Unit #2 & Unit #3 and a Final Conversion Permit for Unit #1, was the preferred option. Chair Zasloff concurred and informed the representatives that their request for three Final permits instead because of their reliance on a political candidate's opinion piece in a newspaper was unacceptable. With no further comment, the floor was closed.

Chair Zasloff opened the floor to public comment; seeing none, the floor was closed.

On two motions duly made a roll call vote was called and it was voted 4-0:

Chair Zasloff- yes

Vice-chair Byrne – yes

Member Simeon- yes

Member Tsolas- yes

To grant a Preliminary Rental Conversion Permit Unit #2 & Unit #3 and a Final Conversion Permit for Unit #1 at 63 Oak Street.

**WARD 6 PRECINCT 1**  
**111 Elm Street Unit #1**

Application of 111 Elm Street LLC. Seeking a Permit for Unit #1 at 111 Elm Street. Attorney Richard Vetstein, representative for the new buyers, Denise Paarlberg & Edward Bednarcik, of Unit #1 and Ilya Zvenigorodkiy, one of the managers of the LLC, attended to speak on the application. Both representatives requested that the staff report (attached here) be shared on screen and discussed that their goal was to get the homebuyers settled.

Chair Zasloff opened the floor to Board discussion. Vice-chair Byrne stated that she did not wish to penalize the homebuyers but believed the board should issue a fine to the developers. Board member Tsolas agreed. There was no further discussion and the floor was closed.

Chair Zasloff opened the floor to public comment; seeing none, the floor was closed.

Chair Zasloff reopened the floor to the Board to discuss the fine amount that would be issued. After much discussion, the Board agreed that a \$7500 fine was appropriate and should be paid by the developer.

On a motion duly made a roll call vote was called and it was voted 4-0:

Chair Zasloff- yes

Vice-chair Byrne – yes

Member Simeon- yes

Member Tsolas- yes

To grant a Final Permit for Unit #1 at 111 Elm Street on the condition that a fine in the amount of \$7500 be paid by the developers of the property.

**3. COMPLIANCE**

**WARD 4 PRECINCT 3**  
**220 School Street**

Tenant requested meeting in order to receive a determination regarding owner's compliance with ordinance. Christopher Knapp, one of the tenants who requested the meeting, attended, along with several other tenants, and was allowed 5 minutes to provide a statement. The property owner, Dr. Sachchidanand Jha, and his son, Siddhartha Jha, attended and were also allowed five minutes to speak. Both testimonies are attached to these minutes.

Chair Zasloff opened the floor to Board discussion. Board members agreed that the property owner had clearly formed an intent to convert to condominiums based on his email to the tenants which states that's what he will do. Board members expressed concern that tenants were being displaced and that the owner's position was that this was outside the board's jurisdiction as there was no application. The ordinance states tenant protections vest when intent to convert is formed and the owner had stated his intent in an email to his tenants. The discussion was lengthy, and a staff report is also attached to these minutes. The floor was closed following this lengthy discussion.

Chair Zasloff opened the floor to public comment. Mr. Knapp asked for a clarification on what it means if the board finds an intent to convert. The board responded that a finding of intent confirms what the ordinance states- that a tenant's rights have vested and did so at the time that intent was formed. Housing Director Michael Feloney also spoke and reminded the tenant that the Office of Housing Stability was also available to assist if needed by the tenants. Dr. Jha then requested to speak and once again stated his opposition to a finding of intent. His son then spoke and indicated his surprise that a statement of intent to convert without a set timeline would be enough to prove intent. The floor was then closed.

On a motion duly made the board voted 4-0

Chair Zasloff- yes

Vice-chair Byrne – yes

Member Simeon- yes

Member Tsolas- yes

To find that the owner of 220 School Street had formed an intent to convert and as such his tenants' rights have vested under the ordinance.

## **ADJOURN**

Chair Zasloff motioned to adjourn at 8:30pm pm which Vice-chair Byrne seconded. The meeting was adjourned.





**CITY OF SOMERVILLE, MASSACHUSETTS**  
***MAYOR'S OFFICE OF STRATEGIC PLANNING & COMMUNITY DEVELOPMENT***  
**Katjana Ballantyne, Mayor**

Tom Galligani  
Executive Director

**Housing Division Staff**

Michael Feloney, Housing Director

Joseph Theall, Housing Counsel

Morena Zelaya, Housing Policy Coordinator and Condominium Review Board Staff

**DATE:** June 20, 2024

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**CONDOMINIUM REVIEW BOARD STAFF REPORT**

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Address: 63 Oak Street

Applicant Name: 63 Oak St LLC, Ben Lin, Manager

Agent: Attorney Anne Vigorito

Date of Initial Public Hearing: May 20, 2024

**Background**

In August 2022, 63 Oak Street was purchased by 63 Oak St LLC. The application and Massachusetts Secretary of State records indicate an individual, Ben Lin, as the Manager of this LLC. The property was vacant at the time of purchase. The applicant provided Affidavit A, which asks for current tenant information, stating that all three units were previously owner-occupied. A residential renovation building permit was applied for in August 2022 and issued January 2023. Work was completed and the applicant applied for an 'R-2 Residential, multiple family' Certificate of Occupancy in April 2024 but did not choose the 'CONDO' option. The selection of the 'Condo' application would have routed the application to staff's attention.

**Application History**

An application for conversion was submitted to the CRB on May 13, 2024. The application included required documents such as the Certificate of Good Standing, proof of Residential Exemption and paid final water bill, and also included affidavits from the former owner, the current owner, and the current

owner's representative, Attorney James P. Sweeney. It should be noted that Attorney Sweeney is representing the owner with respect to the sale of the condominium units and the applicant is represented by the office of Richard DiGirolamo with respect to the application.

Initially, staff emailed the representative to inform them that the application would not go before the Board that month because more information was needed about the prior use of Units #2 & #3. The applicant provided an affidavit (Exhibit A) from the personal representative of the former owner-occupant, who is now deceased, stating "from the original date of her purchase on or about April 13, 1964 until the time of her death, the property 63-63A Oak Street, Somerville, Massachusetts has been owned by Maria A. Marques and occupied by her and members of her family." The Affidavit further states that the "At the time of her death, Maria A. Marques's was the owner-occupant of Unit 1 of 63-63A Oak Street, Somerville, Massachusetts (the "Property") which had been her primary residential address for several decades prior to her death." Notably, the Affidavit does not address the status of the occupancy of Units 2 and 3 at the time of owner's death.

An affidavit of the LLC manager (Exhibit B) indicates that the property was purchased vacant, that the LLC has never rented the units, and that the LLC has been renovating the units for approximately a year. An additional affidavit from Attorney Sweeney (Exhibit C) states the same, but then adds that the LLC should not be subject to the one-year waiting period because it relied on an article in the Somerville Times by, then Candidate, City Councilor Will Mbah describing updates to the Condominium Ordinance in Summer 2023 and certain revisions to the waiting period provisions. Attorney Sweeney argues in the affidavit that "it would be fundamentally unjust and unfair to require the LLC to endure a one year waiting period prior to conversion when they relied in good faith on the Article authored by a veteran member of the very City Council which was responsible for drafting, enacting and amending the Ordinance."

Staff followed-up prior to the May 20, 2024 Condo Review Board Meeting, requesting additional information regarding the occupancy of Units 2 and 3.

Attorney DiGirolamo's office responded to the request for more information about units #2 & #3 by restating the assertions made by Attorney Sweeney's affidavit. Housing Counsel Joseph Theall responded (Exhibit D) that the staff generally did not find the affidavit's arguments persuasive because (i) reliance arguments are generally not valid against governmental bodies, (ii) the article clearly states it is an opinion piece, written by a candidate for office, (iii) the City Council does not enforce the Condo Ordinance, and (iv) most importantly, that Councilor Mbah's statements are not factually inconsistent with the ordinance. He informed the representative that the application could be heard at the May meeting as the CRB has final authority on reviewing applications and interpreting the Conversion ordinance.

The application was agendized as a Final conversion permit for Unit #1 and preliminary rental conversion permits for Units #2 & #3. These units did not qualify for a waiver of the one-year notice period because evidence was not submitted showing that the occupants were non-rent paying as required by Sec 7-64(a)(1)(A):

...This one-year waiting period requirement shall not apply under the following circumstances:  
(A) Where the unit had been previously occupied by the owner, or a non-rent paying tenant or occupant **that has knowingly and voluntarily signed a waiver of their rights**, for the 12 months immediately preceding the unit becoming vacant;

The application was heard at the May meeting and was ultimately tabled at the request of the representative in order to be granted more time to gather information in order to qualify for the waiver of the notice period.

Staff was contacted by the real estate agent selling the property after the meeting requesting more information on what had occurred. He requested a Zoom meeting to discuss next steps and then requested that Attorney Sweeney and two seller's representatives be invited to the meeting. The meeting occurred on May 23<sup>rd</sup> and Staff recounted what had occurred at the board meeting. Attorney Sweeney made the same assertions previously made in his affidavit. Staff responded by stating that it was unfortunate that the applicant allegedly relied on an opinion piece by a then candidate to make a business decision instead of contacting the board or reviewing the resources on its website but that without the waivers as required by the ordinance the Board does not have the ability to waive the notice period.

On June 20, 2024 Attorney DiGirolamo's office emailed Staff a new affidavit (Exhibit E) from Attorney Sweeney which states that the last occupants of Unit #2 & Unit #3 were "rent paying tenants who vacated the premises more than two years ago." As stated under Sec 7-64(a)(1)(A) occupants must be **non-rent** paying in order to qualify for the waiver of the one-year notice period.

In the submitted affidavit, emails and in meetings with Staff the applicant's representatives have stated that the LLC relied on information read in an opinion piece in the local paper. This is in spite of the fact that, for the entire period in which the ordinance has existed in any form, its enforcement has been solely the responsibility of the Condominium Review Board, with staff support provided by Housing Division staff. In light of that history, it would seem less than prudent to rely on information received about the ordinance from a newspaper and its application on a matter exclusively in the CRB's purview to act on and to administer. Neither the timing as to purchase of a property, nor any misunderstandings and/or ignorance as to ordinance application have any bearing on the case. The Ordinance is clear that Units are subject to the one-year notice period unless it qualifies for an exception.

### **Staff Recommendations**

- Grant the Final Permit for Unit #1 and issue Preliminary Rental Conversion Permits for Unit #2 & Unit #3 with a one-year notice period to the Board beginning as of the date of the June 2024 board meeting.
- Grant a Final Permit for all three units and fine the applicant for not submitting affidavits from the non-rent paying tenants or occupants of Unit #2 & Unit #3.

Sec. 7-71. Penalties for violation.

Any person who violates a provision of this ordinance which is promulgated pursuant to St. 1983, c. 527, shall be punished by a fine of not less than \$1,000.00. Each violation of any provision shall constitute a separate offense. In the alternative, any person who violates this ordinance shall be punished by a fine in accordance with the provisions of section 1-11 of the Code of Ordinances. Nothing in this ordinance shall preclude a tenant from seeking civil remedies for violation of this ordinance as permitted by law.

Municipal Code Section 1-11 Penalties and violations.

- (a) Any person who violates a provision of this Code or of any ordinance of the city, whether included in the Code or any hereafter enacted, whereby any act or thing is enjoined or prohibited or required, shall, unless other provision is expressly made, be liable to a penalty of \$300.00 for each offense; provided, however, that whenever a higher penalty is permitted under the General Laws of Massachusetts, such higher penalty shall be the maximum penalty for each offense; and provided further, that nothing in these provisions shall be deemed to limit the use of other lawful methods of abating violations of this section including, but not limited to, application for equitable relief from a court of law. Each day a violation continues shall constitute a separate offense. In order to determine the number of offenses under this section, each offense for the property in the same calendar year shall be counted, except that snow removal violations shall be counted from October 1 through May 1 of the following year.

# EXHIBIT A

## **AFFIDAVIT OF ROBERTO W. COSTA**

**63 OAK STREET, SOMERVILLE, MASSACHUSETTS**

I, Roberto W. Costa, upon oath and affirmation, do hereby state as follows:

1. I was the duly appointed Co-Personal Representative of the Estate of Maria A. Marques (Middlesex County Probate Docket # MI21P6456EA).
2. Maria A. Marques died on November 4, 2021.
3. The property located at 63 Oak Street (a/k/a 63-63A Oak Street), Somerville, Massachusetts was originally purchased by Maria A. Marques and her husband, Jose Marques, on or about April 13, 1964 (See copy of recorded Deed to Jose Marques and Maria A. Marques attached herewith).
4. From the original date of her purchase on or about April 13, 1964 until the time of her death, the property of 63-63A Oak Street, Somerville, Massachusetts has been owned by Maria A. Marques and occupied by her and members of her family.
5. At the time of her death, Maria A. Marques's was the owner-occupant of Unit 1 of 63-63A Oak Street, Somerville, Massachusetts ("the Property") which had been her primary residential address for several decades prior to her death.
6. The Estate of Maria A. Marques sold the Property to 63 Oak St LLC on or about August 4, 2022. At the time of the sale, the Property was delivered vacant and free of any occupants to the Buyer.
7. I have personal knowledge of the facts asserted herein.

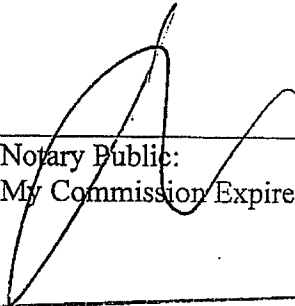
Subscribed and sworn to under the pains and penalties of perjury this 11th day of May, 2024.

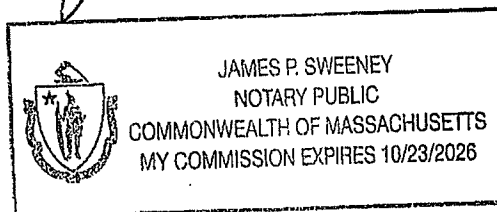
  
Roberto W. Costa

COMMONWEALTH OF MASSACHUSETTS

Bristol County

On this 11th day of May, 2024, before me, the undersigned notary public, personally appeared **Roberto W. Costa** proved to me through satisfactory evidence of identification, which was MA DRIVER'S LICENSE to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me, under the penalties of perjury, that the contents of said document are truthful and accurate, to the best of his knowledge and belief.

  
\_\_\_\_\_  
Notary Public:  
My Commission Expires:



# EXHIBIT B

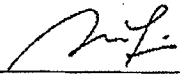


**AFFIDAVIT OF BEN Z. LIN**  
**63 Oak Street (aka 63-63A Oak St), Somerville, MA**

I, Ben Z. Lin, upon oath and affirmation, do hereby state and depose as follows:

1. I am the President of Coral Money, Inc. which is the duly appointed Manager of 63 Oak St LLC (hereafter referred to as "the LLC").
2. The LLC purchased the property known and numbered as 63 Oak Street (a/k/a 63-63A Oak Street), Somerville, Massachusetts (hereafter referred to as "the Property") on August 4, 2022 as evidenced by a deed recorded in the Middlesex County (Southern District) Registry of Deeds in Book 80538 Page 400.
3. The property was purchased as a vacant property from the Estate of Maria A. Marques (Middlesex County Probate Docket No. MI21P6456EA).
4. At closing, the property was delivered vacant after the death of Maria A. Marques who was the long-time owner occupant and who had purchased the property on April 13, 1964 as evidenced by a deed recorded in Middlesex (Southern District) County Registry of Deeds in Book 10502 Page 396.
5. The LLC has not rented any of the Units since its purchase in August of 2022 nor have the Units been occupied by any tenants or any other individuals since the purchase.
6. For more than the past twelve months, the LLC has been renovating the Units and has used the Units to store construction materials related to the renovation.
7. I have personal knowledge of the facts asserted herein.

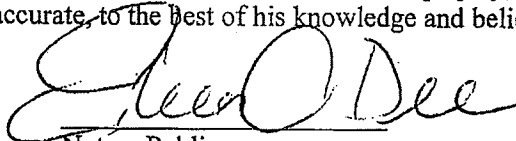
Subscribed and sworn to under the pains and penalties of perjury this 10<sup>th</sup> day of May, 2024.

  
Ben Z. Lin

STATE OF MASSACHUSETTS

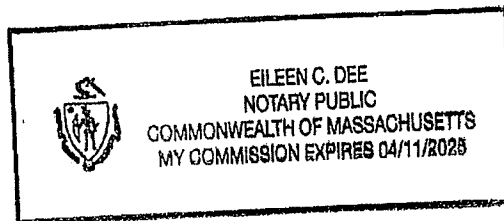
Plymouth County

On this 10<sup>th</sup> day of May, 2024, before me, the undersigned notary public, personally appeared **Ben Z. Lin** proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me, under the penalties of perjury, that the contents of said document are truthful and accurate, to the best of his knowledge and belief.



Notary Public:

My Commission Expires:



# EXHIBIT C

**AFFIDAVIT OF JAMES P. SWEENEY, ESQ.**  
**63 Oak Street (aka 63-63A Oak St), Somerville, MA**

I, James P. Sweeney, Esq., upon oath and affirmation, do hereby state and depose as follows:

1. I am the attorney for 63 Oak St LLC (hereafter referred to as "the LLC").
2. The LLC purchased the property known and numbered as 63 Oak Street (a/k/a 63-63A Oak Street), Somerville, Massachusetts (hereafter referred to as "the Property") on August 4, 2022 as evidenced by a deed recorded in the Middlesex County (Southern District) Registry of Deeds in Book 80538 Page 400.
3. The property was purchased as a vacant property from the Estate of Maria A. Marques (Middlesex County Probate Docket No. MI21P6456EA).
4. At closing, the property was delivered vacant after the death of Maria A. Marques who was the long-time owner occupant and who had purchased the property on April 13, 1964 as evidenced by a deed recorded in Middlesex (Southern District) County Registry of Deeds in Book 10502 Page 396.
5. The LLC has not rented any of the Units since its purchase in August of 2022 nor have the Units been occupied by any tenants or any other individuals since the purchase. The LLC has been renovating the Property for approximately a year.
6. With respect to its plans to convert the Property to condominiums, the LLC relied on a newspaper article entitled ***"The Somerville Condo Conversion Ordinance has been improved"*** written by veteran Somerville City Councilor, Will Mbah, published by The Somerville Times on or about August 23, 2023. ***(A copy of the Article is attached hereto).***
7. The article described a series of amendments and/or clarifications to the Condominium Conversion Ordinance ("the Ordinance") which- according to the article- had been approved by the City Council at the end of July (2023).
8. The article further stated (...[v]acant units- ***which can convert without waiting a year and without providing tenant compensation.***" (Emphasis Added).
9. Given Councilor Mbah's position as a long time City Councilor and that (1) the City Council was responsible for drafting, enacting and amending the Ordinance, and (2) that the purpose of the article appeared to be to notify and educate property owners in

Somerville- and the public in general- of amendments and clarifications to the Ordinance, my clients understandably relied on this Article to form a belief that since they purchased the property vacant more than a year earlier and have never rented any of the Units since the purchase, there would be no waiting period for them to convert the units into condominiums.

10. In light of the foregoing article and the fact that, to our knowledge, no clarification or retraction was ever published in the newspaper, it would be fundamentally unjust and unfair to require the LLC to endure a one year waiting period prior to conversion when they relied in good faith on the Article authored by a veteran member of the very City Council which was responsible for drafting, enacting and amending the Ordinance.
11. I have personal knowledge of the facts asserted herein.

Subscribed and sworn to under the pains and penalties of perjury this 12<sup>th</sup> day of May, 2024.

  
James P. Sweeney, Esq.

COMMONWEALTH OF MASSACHUSETT

PLYMOUTH COUNTY

On this 12<sup>th</sup> day of May, 2024, before me, the undersigned notary public, personally appeared **James P. Sweeney, Esq.** proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me, under the penalties of perjury, that the contents of said document are truthful and accurate, to the best of his knowledge and belief.

  
Notary Public:

My Commission Expires:

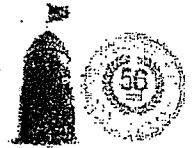


EILEEN C. DEE  
NOTARY PUBLIC  
COMMONWEALTH OF MASSACHUSETTS  
MY COMMISSION EXPIRES 04/11/2025

Somerville's  
original  
independent  
newspaper

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Newstalk – August 23 Arts at the Armory holds meeting to present its case to the public

## The Somerville Condo Conversion Ordinance has been improved

*On August 23, 2023, in Latest News, by The Somerville Times*

*(The opinions and views expressed in the commentaries and letters to the Editor of The Somerville Times belong solely to the authors and do not reflect the views or opinions of The Somerville Times, its staff or publishers)*



By Will Mbah  
Candidate for Somerville City Councilor at Large

At the end of July the City Council approved a series of amendments to the Condominium Conversion Ordinance, which are designed both to conform to a recent court decision and strengthen the protections for tenants, facing displacement.

These actions are a further detailling of provisions that I and my council colleagues first adopted in 2019. I am, therefore, looking today at how the condo conversion process has been moving forward. Does it appear to be fulfilling its purposes of tenant protection?

### The court ruling on the ordinance

The specific sections of the ordinance that the court has ruled improper have authorized the city to claim a second priority right to purchase any unit, proposed for conversion, if the leasehold tenant chooses not exercise his/her first right of refusal. The court has upheld the tenant's priority right to buy, but ruled that the city cannot claim the same right.

When we adopted this provision in 2019, we saw the city right to purchase as a way for the city to acquire the unit, impose an affordable housing deed restriction on it and then transfer it to an NGO to re-sell or re-lease to a low-income household.

In practical terms, the loss of this city purchase provision does not appear to be significant. The city has not attempted to buy any units since 2019. The ordinance has provided only a 120 day time period, which is insufficient for the city to claim the right, find funding, organize the purchase, and

### The improved details of tenant protection

Council members have been concerned that this exemption might be granted incorrectly for a unit with a tenant, who has been withholding rent in a dispute with the landlord. The state housing law specifically allows for rent to be held in escrow in certain disputes. This situation should not be used to give an advantage to a landlord, who has applied to the Condo Board – in essence it would allow the conversion of units to be a retaliatory action against legitimate rent-striking tenants. New language in the ordinance makes clear that such lawful rent strikers would not lose protections under this “non-rent paying” category.

**STRENGTH**

## Search

<https://www.thesomervilletimes.com/archives/126645>



# EXHIBIT D

## Morena Zelaya

---

**From:** Joseph Theall  
**Sent:** Friday, May 17, 2024 9:00 AM  
**To:** Richard Di Girolamo  
**Cc:** Morena Zelaya; CondoBoard  
**Subject:** RE: Somerville CRB - 63 Oak Street  
**Attachments:** May 2024 CRB Agenda.pdf

Dear Breanna,

We did review the affidavit provided by Attorney Sweeney and found it to be without merit. First, it should be noted that the principles of estoppel are generally not applicable against the government in connection with its exercise of public duties (See *Municipal Light Co. of Ashburnham v. Commonwealth*, 34 Mass. App. Ct. 162, 167, cert. denied, 510 U.S. 866 (1993)) Further, without concession that estoppel is applicable in this case, any reliance on such publication would not be reasonable because (i) the article clearly states that it is an opinion piece; (ii) the article was written by Councilor Mbah in his capacity as a candidate rather than a government official; (iii) a City Councilor is not the enforcing authority of the Condo Conversion Ordinance and (iv) the statements made in the article are not factually inconsistent with the Condo Conversion Ordinance and the Condo Review Board rules.

As you are likely aware, the Condo Conversion Ordinance permits the waiver of the one-year notice period for a vacant unit: "Where the unit had been previously occupied by the owner, or a non-tent[sic] paying tenant or occupant that has knowingly and voluntarily signed a waiver of their rights, for the 12 months immediately preceding the unit becoming vacant." While the Affidavit of Roberto Costa references that Unit 1 was owner occupied prior to the property vacancy and that the property has been occupied by the former owner and "members of her family," to date no affidavits have been provided for any non-rent paying tenants of Units 2 and 3. If such affidavits can be provided staff would be happy to review those and consider if the units qualify for a waiver of the notice period.

The applications can go before the board on Monday (the agenda is attached), but your client should be prepared that the board will likely grant rental conversion permits, subject to the one year waiting period, for the two units in questions.

Please do not hesitate to reach out with any questions.

Best,  
Joe

Joseph Theall (*He, Him, His*)  
Housing Counsel  
City of Somerville | OSPCD- Housing Division  
50 Evergreen Avenue | Somerville, MA 02143  
617-625-6600 x 2560

---

**From:** Richard Di Girolamo <[digirolamolegal@verizon.net](mailto:digirolamolegal@verizon.net)>  
**Sent:** Thursday, May 16, 2024 1:35 PM  
**To:** Morena Zelaya <[mzelaya@somervillema.gov](mailto:mzelaya@somervillema.gov)>; CondoBoard <[condoboard@somervillema.gov](mailto:condoboard@somervillema.gov)>  
**Subject:** Re: MLS listings 63 Oak Street

Dear Morena:

I am following up on my previous email. The application for 63 Oak Street included an Affidavit from Attorney Jim Sweeney, which outlined the Applicant's argument that the one-year waiting be waived, based upon the Applicant's detrimental reliance on a Somerville Times article written by City Councilor, Will Mbah, dated August 23, 2023, that indicated that vacant units can be converted without waiting a year and without tenant compensation. A copy of the article is included with the Attorney Jim Sweeney's Affidavit.

The Applicant requests that the matter of 63 Oak Street be included on agenda for the May meeting for the Condo Board to decide.

Regards,

Breanna Rolland

Law Office of Richard Di Girolamo  
424 Broadway  
Somerville, MA 02145  
Tel: (617) 666-8200  
Fax: (617) 776-5435  
[dirolamolegal@verizon.net](mailto:dirolamolegal@verizon.net)

\*\*\*\*\*  
**DUE TO THE INCREASE IN WIRE FRAUD ALL WIRING INSTRUCTIONS MUST BE VERIFIED WITH THIS OFFICE  
PRIOR TO SENDING ANY FUNDS**  
\*\*\*\*\*

On Wednesday, May 15, 2024 at 03:37:43 PM EDT, Richard Di Girolamo <[dirolamolegal@verizon.net](mailto:dirolamolegal@verizon.net)> wrote:

Dear Morena:

The required disclaimer was included in the MLS listings. Please copies of the listings below. Under the disclosures it states that the sales are subject Seller obtaining a Condominium Conversion Permit from the City of Somerville, as required by Article XI of the Rules and Regulations.

What is your availability for a telephone or zoom call to discuss this application to clarify the outstanding issues.

Thank you,

Breanna Rolland

Law Office of Richard Di Girolamo  
424 Broadway  
Somerville, MA 02145

Tel: (617) 666-8200  
Fax: (617) 776-5435  
[dirolamolegal@verizon.net](mailto:dirolamolegal@verizon.net)

\*\*\*\*\*

**DUE TO THE INCREASE IN WIRE FRAUD ALL WIRING INSTRUCTIONS MUST BE VERIFIED WITH THIS OFFICE  
PRIOR TO SENDING ANY FUNDS**

\*\*\*\*\*

## **City of Somerville Public Records Notice**

*Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.*

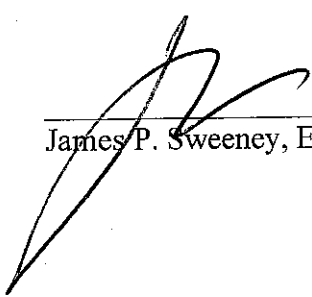
# EXHIBIT E

**AFFIDAVIT OF JAMES P. SWEENEY, ESQ.**  
**63 Oak Street (aka 63-63A Oak St), Somerville, MA**

I, James P. Sweeney, Esq., upon oath and affirmation, do hereby state and depose as follows:

1. I am the attorney for 63 Oak St LLC (hereafter referred to as "the LLC").
2. The LLC purchased the three (3) unit (three family) property known and numbered as 63 Oak Street (a/k/a 63-63A Oak Street), Somerville, Massachusetts (hereafter referred to as "the Property") on August 4, 2022 as evidenced by a deed recorded in the Middlesex County (Southern District) Registry of Deeds in Book 80538 Page 400.
3. The property was purchased as a vacant property from the Estate of Maria A. Marques (Middlesex County Probate Docket No. MI21P6456EA).
4. At closing, the property was delivered vacant after the death of Maria A. Marques who was the long-time owner occupant and who had purchased the property on April 13, 1964 as evidenced by a deed recorded in Middlesex (Southern District) County Registry of Deeds in Book 10502 Page 396.
5. According to the Affidavit of Robert W. Costa (the Co-Personal Representative of the Estate of Maria A. Marques) which was previously submitted to the Board, Ms. Marques was the owner-occupant of Unit 1 at the time of her death and had resided in the Unit for several decades prior to her death.
6. The LLC has not rented any of the Units since its purchase in August of 2022 nor have the Units been occupied by any tenants or any other individuals since the purchase.
7. For more than the past twelve months, the LLC has been renovating the Units and has used the Units to store construction materials related to the renovation.
8. As a result of my inquiry in to the residency status of the prior occupants of Units 2 and 3, I have determined that the last residential occupants of Units 2 and 3 were rent paying tenants who vacated the premises more than two years ago.
9. I have personal knowledge of the facts asserted herein.

Subscribed and sworn to under the pains and penalties of perjury this 20th day of June, 2024.

  
James P. Sweeney, Esq.

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH COUNTY

On this **20th day of June, 2024**, before me, the undersigned notary public, personally appeared **James P. Sweeney, Esq.** proved to me through satisfactory evidence of identification, which was personal knowledge to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me, under the penalties of perjury, that the contents of said document are truthful and accurate, to the best of his knowledge and belief.

  
Notary Public.

My Commission Expires:



EILEEN C. DEE  
NOTARY PUBLIC  
COMMONWEALTH OF MASSACHUSETTS  
MY COMMISSION EXPIRES 04/11/2025



**CITY OF SOMERVILLE, MASSACHUSETTS**  
***MAYOR'S OFFICE OF STRATEGIC PLANNING & COMMUNITY DEVELOPMENT***  
**Katjana Ballantyne, Mayor**

Tom Galligani  
Executive Director

**Housing Division Staff**

Michael Feloney, Housing Director

Joseph Theall, Housing Counsel

Morena Zelaya, Housing Policy Coordinator

**DATE:** June 20, 2024

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**CONDOMINIUM REVIEW BOARD STAFF REPORT**

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Address: 111 Elm Street

Applicant Name: Edward Bednarcik & Denise Paarlberg

Agent: 111 Elm St LLC, Yevgeniy Bernshtein, Manager

Date of Initial Public Hearing: May 20, 2024

**Background Information**

In December 2021, 111 Elm Street LLC (the “Developers”) purchased a single-family home at 111 Elm Street at auction from the foreclosing bank. Prior to being foreclosed on, the property was owned by a number of different LLCs. The developers did not submit any evidence of prior owner occupancy; regardless, it would not have qualified for a waiver of the notice period as LLC ownership is excluded for that waiver. Additionally, the 1985 version of the Condo Ordinance did not exempt single family homes automatically, the 2019 update exempted them unless additional units were being added (as is the case here) and the 2023 update maintained that language.

A residential renovation building permit was issued in April 2022. Work was completed and the Developer applied for an ‘R-2 Residential, multiple family’ Certificate of Occupancy in April 2024 but did not choose the ‘CONDO’ option. The selection of the ‘Condo’ application would have routed the application to staff’s attention.

**Application History**



Staff was contacted by the attorney representing the buyers of Unit #2 (a newly constructed unit) on April 29, 2024. The attorney asked if the property was exempt from needing to have conversion permits and staff informed them that pursuant to the ordinance Unit #2, the newly constructed unit, is exempt, and that the existing Unit #1 required a permit. Staff was then contacted the next day by the developers. Staff informed both the attorney for the buyers of unit #2 and the Developers that unit #2 was eligible for a courtesy permit but could be sold without it, but unit #1 would need to be granted a non-rental conversion permit before it could be sold.

Staff and the Developers exchanged multiple emails regarding submitting an application for unit #1 in early May, but staff later learned that Unit #1 also had also been sold following the earlier communications with staff. Staff informed the developers that the new owners would need to submit the conversion application.

The application went before the board at its May 2024 meeting. At this meeting representatives for the Developer and the new owners of Unit #1 spoke. The Developer contended that they were not aware that the Condominium Conversion Ordinance applied in this case. The application was tabled as the board requested more information from Staff regarding past fines issued for ordinance violations.

### **Past Fines**

40 Temple St- \$2500 (January 2023)

Three-unit property where application was submitted with false statements regarding tenant occupancy. Board issued lesser fine than with 17 Glen St because impropriety appeared to stem from applicant's representative and applicant was a low-income senior.

33 Warren Ave- \$5000 (February 2022)

Single Family Dwelling with an added second unit. Both units were under contract by the time the Water Dept. reached out to then board staff inquiring on the permit status. Developers believed the ordinance did not apply because it was originally a SFD. In this case, the Board was also denied its right of first refusal.

57 Walnut Street- \$2500 (October 2021)

2-unit property that was converted without permits. Applicants became aware that they needed conversion permits after buyer's attorney requested proof. Applicants believed the condo ordinance came into existence in 2019 and, because they converted prior to that, mistakenly had believed they did not need permits.

17 Glen St Unit #1- \$5000 (September 2017)

2-unit property where the owner submitted false statements regarding tenant occupancy on his conversion application.

24-26 Teele Avenue- \$3000 (June 2019)

2-unit property where one unit was converted years prior, but the second unit was not. Applicants became aware that they needed conversion permits after buyer's attorney requested proof. Notice was not properly given, tenants were not properly notified of work to be done in the unit and were not properly informed as to what that work would entail, and tenants were explicitly asked to waive their right to the notice period and to purchase their unit in an effort to facilitate and expedite the sale of the unit as a condominium unit.

### **Staff Recommendations**

Based on past fines and application histories, the application of 33 Warren Ave is most similar to this application. However, a key difference is that in the case of 33 Warren Ave the developers were specifically permitted to close on the sale of the two units before attending their board meeting. The Developers in this case were informed by Staff that the sale of Unit #2, the new construction unit, could proceed but Unit #1 could not as it needed a conversion permit. However, Unit #1 was still sold without a permit.

Staff recommends the CRB issue at least a \$300/day fine beginning as of either May 8, 2024 which is the date the sale of Unit #1 closed. The board, in its discretion, may issue a different fine and past fine information is included to assist in this determination.

#### **Sec. 7-71. Penalties for violation.**

Any person who violates a provision of this ordinance which is promulgated pursuant to St. 1983, c. 527, shall be punished by a fine of not less than \$1,000.00. Each violation of any provision shall constitute a separate offense. In the alternative, any person who violates this ordinance shall be punished by a fine in accordance with the provisions of section 1-11 of the Code of Ordinances. Nothing in this ordinance shall preclude a tenant from seeking civil remedies for violation of this ordinance as permitted by law.

#### **Municipal Code Section 1-11 Penalties and violations.**

- (a) Any person who violates a provision of this Code or of any ordinance of the city, whether included in the Code or any hereafter enacted, whereby any act or thing is enjoined or prohibited or required, shall, unless other provision is expressly made, be liable to a penalty of \$300.00 for each offense; provided, however, that whenever a higher penalty is permitted under the General Laws of Massachusetts, such higher penalty shall be the maximum penalty for each offense; and provided further, that nothing in these provisions shall be deemed to limit the use of other lawful methods of abating violations of this section including, but not limited to, application for equitable relief from a court of law. Each day a violation continues shall constitute a separate offense. In order to determine the number of offenses under this section, each offense for the property in the same calendar year shall be counted, except that snow

removal violations shall be counted from October 1 through May 1 of the following year.



**CITY OF SOMERVILLE, MASSACHUSETTS**  
***MAYOR'S OFFICE OF STRATEGIC PLANNING & COMMUNITY***  
***DEVELOPMENT***

**Katjana Ballantyne, Mayor**

Tom Galligani  
Executive Director

**Housing Division Staff**

Michael Feloney, Housing Director

Joseph Theall, Housing Counsel

Morena Zelaya, Housing Policy Coordinator

**DATE:** June 20, 2024

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**CONDOMINIUM REVIEW BOARD STAFF REPORT**

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Address: 220 School Street

Complainant Name: Christopher Knapp

Property Owner: Dr. Sachchidanand Jha & Siddhartha Jha

Date of Initial Public Hearing: June 24, 2024

**Background Information**

Condominium Review Board ("CRB") staff was contacted by a tenant Christopher Knapp ("CK") of 220 School Street stating that their landlord, Dr. Sachida Jha ("LL") informed them, and the tenants of the other two units, that he would not be renewing their leases. The non-renewal email was sent on May 7<sup>th</sup>, on that same day LL sent an email to the condo board inbox stating "... We are planning to make the units into condos..." and asking regarding about requirements for a few items including "cold water separation." (Exhibit A) Staff responded that the ordinance does not require these changes and directed the LL to the Inspectional Services Division.

On May 15<sup>th</sup> the LL emailed his tenants once again requesting that they permit access to his plumber in an email titled "Somerville Condo Conversion- 220 School Street." (Exhibit B) CK requested to know more about the timeline of the conversion and asked if the plumber could do his work after they vacated, the LL responded that "Condo conversion is a complicated process in Somerville. ... We will adjust the process to the residents' convenience..." (Exhibit C) when

tenants once again asked for additional context they were told "...The planned condo conversion will not begin during your current lease. Therefore, it would not affect you." (Exhibit D)

CK then reached out to the Office of Housing Stability ("OHS"), the Director of OHS and a staff member there informed him that in their opinion an intent to convert had been formed but directed him to CRB Staff. CRB Staff agreed that intent to convert had been formed and instructed CK that he could cc the board's inbox in his planned email to his LL regarding his rights. On the same day, May 22<sup>nd</sup>, the LL emailed the Director of OHS and asked "... I want to send a plumber to see what will be needed to separate hot water in the utility. Does it mean that I intend to convert the property into condos in terms of the ordinance? If I ask the plumber to call off the visit, would it still be intention to convert?" to which the Director responded that "An intent to convert is just that – the idea that you are thinking of converting the building to condominiums. Ultimately it would be up to the condo Board to make a determination of whether your actions indicate an intent to convert. I do know that you own other condos, sent an email titled condo conversion and you have not denied that you are considering and/or planning a conversion. No one thing does or doesn't eliminate your obligations under the Condo Ordinance – if at any point you intend to convert you are required to provide notice of intent to convert to the tenants...." In his response to the Director on May 23<sup>rd</sup> he says "I informed the tenant in Apt 1, whose lease will run through November that no conversion was planned at least till then. I am not intending to convert near term for the next one year at least." The Director pointed out that intending to convert for at least a year is still an intent to convert. (Exhibit E) She then referred the matter to CRB staff who offered to place the matter on the agenda for the next board meeting. The LL accepted this offer and also asked additional questions regarding how to rescind the intent, how to bring tenants up to a "fair rent" and if he still needed to pay the relocation payments if the tenants decided to leave because they did not want to pay this "fair rent." (Exhibit F)

Staff emailed all the tenants and the LL of his request to go before the board on May 30<sup>th</sup>. On June 3<sup>rd</sup> the LL rescinded this request as he now stated that the Board would only have jurisdiction if an application had been submitted. (Exhibit G) Tenants were informed of that rescission and offered their own opportunity to speak, which they accepted. Staff informed the LL that the matter would still be agendized and encouraged his attendance and also informed him that he was welcome to provide written testimony. He requested that the meeting information be sent to his son (a co-owner) as well in case he was not able to attend. The meeting notice was sent by Staff to all parties on June 10, 2024.

Both parties have submitted materials related to whether an "intent to convert" was formed under the ordinance. If the CRB determines that "intent to convert" has been established pursuant to Section 7-64(j), each tenant's rights shall vest under the ordinance. These rights include relocation payments 7-64(c), extension of rental agreement 7-64(g), tenant right to vacate 7-64(i). The landlord may rescind their intent to convert 7-64(k) but the tenants' rights, except the right to the purchase their unit, shall still be in effect.

## **Staff Recommendation**

### *1. Intent to Convert*

After hearing the relevant testimony and evidence, the Board should make a factual finding whether “intent to convert” was formed pursuant to the ordinance. The ordinance’s definition of “Intent to Convert” is included below.

Intent to convert, the intent to make the initial sale and transfer of title to a residential unit in a housing accommodation as one or more condominium or cooperative units pursuant to an individual unit deed or deeds, or, in the case of a cooperative, a proprietary lease or leases.

Factors which shall be considered in determining whether an owner has the intent to convert are:

- (A) a master deed or articles of organization for the housing accommodation has been prepared or recorded;
- (B) the owner of the housing accommodation dwelling has prepared or is in the process of preparing a purchase and sale agreement for the sale of any unit as a condominium or cooperative unit;
- (C) the owner has advertised for sale any unit in the housing accommodation as a condominium or cooperative unit;
- (D) the owner has shown to any prospective purchaser a unit in the housing accommodation for the sale of such unit as a condominium or cooperative unit;
- (E) the owner has made any communication, written or oral, to any person residing in the housing accommodation expressly indicating an intent to sell any unit as a condominium or cooperative unit;
- (F) the owner has had any unit in the housing accommodation measured or inspected to facilitate the sale of the units as a condominium or cooperative unit;
- (G) the owner has had the land surveyed, an engineering study performed or architectural plans prepared for the purpose of converting such housing accommodation into one or more condominium or cooperative units;
- (H) demolition of the housing accommodation and construction of condominium units;
- (I) retaining a real estate agent for the sale of the converted unit; and
- (J) retaining an attorney for the purpose of pursuing a conversion.

The CRB should be guided by a preponderance of evidence standard (“more likely true than not true”). While the definition of “intent to convert” provides factors - these are not necessarily exhaustive and the CRB’s determination should be made whether the CRB determines that the LL had intent as defined in the ordinance.

If the CRB determines that the tenant’s rights have vested, the applicant should be notified of their obligations (payment of relocation fees, extension of rental agreement, right to vacate the unit) and advised that failure to comply with such requirements may lead to fines for violating the ordinance when they come before the board in the future.

The CRB may wish to advise the LL that it is advisable to file a conversion application to the CRB if there plan is to convert to condos within the next few years. Under the ordinance, following the issuance of a final permit an applicants permit is valid so long as (1) the applicant files a Master Deed within one year of the final permits issuance and (2) the unit is sold to a bona-fide purchaser within two years of the granting of the final permit (Section 7-65(d)). This would effectively give the LL three years to eventually sell their condo units from the date when his application first goes before the board, assuming all is in order and preliminary permits are granted.

## *2. Rent Increases*

LL has indicated in a Letter to the CRB that “the leases for apartments #2 and #3 will end on 6/30/2024. If the current tenants are to continue beyond that date, the Board should provide for a revision of rent effective 7/1/2024 to save me from a recurring financial loss.” Pursuant to Section 7-64(a)(2)(G) provides that following a lease term, the terms of the lease stay in effect “except that the owner may increase the rent ... by an amount not to exceed the sum which would result by multiplying said rent by the percentage increase in the consumer price index for all urban consumers as published by the United States Department of Labor, Bureau of Labor Statistics during the calendar year immediately preceding the date of the proposed rent increase, or ten percent, whichever is less...”

The Board may wish to make a finding that in the event any Tenant remains in their unit, then such rent may only be increased in accordance with Section 7-64(a)(2)(G) of the Condominium Conversion Ordinance. However, even without this explicit finding, a finding that intent to convert was formed is sufficient to for the ordinance’s rent increase controls to take effect.

# EXHIBIT A



## Morena Zelaya

---

**From:** CondoBoard  
**Sent:** Tuesday, May 7, 2024 2:32 PM  
**To:** Sachida Jha  
**Cc:** ISD Emails  
**Subject:** RE: Condo conversion questions

Hello,

The condo conversion ordinance does not require these sorts of changes. However, they may be required depending on other work you may be doing to the property. I've cc'ed my colleagues in ISD for assistance.

Best,

Morena

Morena Zelaya (she/her)  
Housing Policy Coordinator  
617-625-6600 ext. 2575

---

**From:** Sachida Jha <sjha21@yahoo.com>  
**Sent:** Tuesday, May 7, 2024 1:29 PM  
**To:** CondoBoard <condoboard@somervillema.gov>  
**Subject:** Condo conversion questions

**This email is from an external source. Use caution responding to it, opening attachments or clicking links.**

---

Hello,

I am Sachida Jha, co-owner of 220 School Street, a three-family home. We are planning to make the units into condos. Toward that, may I please ask if there are any stipulations as to (i) Parking Space, (ii) green area, and (iii) cold water separation.

Thanks and regards,  
Sachida  
857 293 3498

---

Dr. Sachchidanand Jha, Triple Master's, LL.B., Ph.D.  
9760 Keeneland Row, La Jolla, CA 92037  
Past affiliations: Indian Forest Service, Univ. of Massachusetts-Boston

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# EXHIBIT B

## Somerville Condo Conversion - 220 School Street



Inbox x



**Sachida Jha**

Wed, May 15, 3:06 PM



to John, Timothy, me, Jenna, Nan, Sarah, manganarojoshua@gmail.com, Rhonda ▾

Hi All,

Further to our communication about updates, I am very glad to share that Joshua Manganaro has kindly agreed to help with plumbing works. We wants to see the basement and all the units next week.

I will much appreciate it if you could arrange the access. Let me know.

Thank you,

Sachida

# EXHIBIT C



**Sachida Jha**

to me, John, Sarah, Timothy, Jenna, Nan, Joshua ▾

May 17, 2024, 1:11PM



Hi Chris and all,

Condo conversion is a complicated process in Somerville.

The work is tied up with several things, including city's departments.

We will adjust the process to the residents' convenience, but please let Joshua begin as per his plan.

Thank you,

Sachida

# EXHIBIT D

On Saturday, May 18, 2024 at 08:36:48 PM GMT+5:30, John Anderson <[jga1999@gmail.com](mailto:jga1999@gmail.com)> wrote:

Hi Sachida, I can make either of those days work provided it is 8:30-9am and I know which day in advance, I need coordinate with work to block out the time. Sorry for the delayed response.

Regarding the broader condo conversion conversation, can you provide more context on this? I am interested to know how this may affect us, and this is the first I am hearing of it.

Thanks,  
Jack

# EXHIBIT E



## Morena Zelaya

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**From:** Sachida Jha <sjha21@yahoo.com>  
**Sent:** Monday, June 3, 2024 6:32 AM  
**To:** Morena Zelaya  
**Cc:** Joseph Theall  
**Subject:** Fw: 220 School Street

This email is from an external source. Use caution responding to it, opening attachments or clicking links.

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Hello Morena,

Please see the mail from Ellen below that said the Condo Board would determine whether my email to the tenants amounted to my intent to convert. Further to that, you wrote to me that you could put the item on the agenda for the next meeting. That is why I asked to be placed on the agenda.

Now, it seems that it was an error because:

1. my email to the tenants does not contain any factors stipulated in the ordinance for the intent to convert;
2. I have no plans to start the conversion process and therefore will not send notices to the tenants or submit an application to the Board;
3. The Board can have jurisdiction only if the notice and application materialize.

Therefore, I request that the item be withdrawn from the agenda.

Thank you,

Sachida

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Dr. Sachchidanand Jha, Triple Master's, LL.B., Ph.D.  
9760 Keeneland Row, La Jolla, CA 92037  
Past affiliations: Indian Forest Service, Univ. of Massachusetts-Boston

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----- Forwarded Message -----

**From:** Ellen Shachter <eshachter@somervillema.gov>  
**To:** Sachida Jha <sjha21@yahoo.com>  
**Cc:** Morena Zelaya <mzelaya@somervillema.gov>  
**Sent:** Thursday, May 23, 2024 at 11:46:28 PM GMT+5:30  
**Subject:** RE: 220 School Street

An intent to convert is just that – the idea that you are thinking of converting the building to condominiums. Ultimately it would be up to the condo Board to make a determination of whether your actions indicate an intent to convert. I do know that you own other condos, sent an email titled condo conversion and you have not denied that you are considering and/or planning a conversion. No one thing does or doesn't eliminate your obligations under the Condo Ordinance – if at any point you intend to convert you are required

to provide notice of intent to convert to the tenants. I am happy to speak more about this with you although Morena Zelaya is the staff to the Condo Review Board and is closer to the decision making process than I am. Take care.

Ellen Shachter

Director of Somerville Office of Housing Stability

50 Evergreen Avenue

Somerville, MA 02145

(617) 625-6600 Ext. 2580 (Tues/Weds only)

(781) 307-3307 (work cell)

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**From:** Sachida Jha <sjha21@yahoo.com>  
**Sent:** Wednesday, May 22, 2024 7:05 PM  
**To:** Ellen Shachter <eshachter@somervillema.gov>  
**Subject:** 220 School Street

**This email is from an external source. Use caution responding to it, opening attachments or clicking links.**

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Hello,

I am Sachida Jha, a co-owner of 220 School Street, a 3-family home.

I want to send a plumber to see what will be needed to separate hot water in the utility.

Does it mean that I intend to convert the property into condos in terms of the ordinance?

If I ask the plumber to call off the visit, would it still be intention to convert?

Thank you for the clarification

Regards,

Sachida

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Dr. Sachchidanand Jha, Triple Master's, LL.B., Ph.D.  
9760 Keeneland Row, La Jolla, CA 92037

Past affiliations: Indian Forest Service, Univ. of Massachusetts-Boston

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### **City of Somerville Public Records Notice**

*Please be advised that the Massachusetts Attorney General has determined that email is a public record unless the content of the email falls within one of the stated exemptions under the Massachusetts Public Records Laws.*

# EXHIBIT F

## Morena Zelaya

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**From:** CondoBoard  
**Sent:** Thursday, May 30, 2024 3:31 PM  
**To:** Sachida Jha  
**Cc:** Joseph Theall  
**Subject:** RE: 220 School Street

Dear Sachida,

Responses to your questions, with specific references to sections, are below in red, but I recommend that you review the [ordinance](#) and [rules](#) in their entirety and suggest that you may wish to speak to your own attorney if you have questions about the interpretation.

Best,

Morena

Morena Zelaya (she/her)  
Housing Policy Coordinator  
617-625-6600 ext. 2575

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**From:** Sachida Jha <sjha21@yahoo.com>  
**Sent:** Friday, May 24, 2024 5:51 AM  
**To:** CondoBoard <condoboard@somervillema.gov>  
**Cc:** Joseph Theall <jtheall@somervillema.gov>  
**Subject:** Re: 220 School Street

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Hi Morena,

In continuation of email below, may I please ask to be placed on the agenda of the Board as you suggested in an earlier mail? **I can place you on the agenda for June 24, the meetings are at 6pm Eastern.**

I see that none of the factors in the determination of the intent to convert applies to my case; so, with due respect, I shall challenge the assertion that I have an intent to convert.

In the meantime, please advise me what does the city expect me to do about the leases that expire on 6/30 - renewal or TAW - and the rent - freeze or a new number determined by a RE broker.

Thank you,

Sachida

On Friday, May 24, 2024 at 10:05:58 AM GMT+5:30, Sachida Jha <[sjha21@yahoo.com](mailto:sjha21@yahoo.com)> wrote:

Hi Morena,

Please discard my earlier mail. I have read the ordinance and thought through my situation, and want to state as follows:

1. I am not prepared to send notice or application for condo conversion now or any time in the foreseeable future, one or two years. It is my commitment based upon the City's requirements and my capability. What should be my next step as to the tenants and the city? **I'd like to stress that, based on our experience, you have formed an intent to convert and therefore the rights of these particular tenants have vested. In our experience, once tenant's rights have vested it may be in the applicant's best interest to apply. If you give the official notice of intent to your tenants and apply now, you could then apply for a final permit in approximately a year and would have two more years after that before you'd have to sell. Alternatively, if your tenants vacate voluntarily before the notice period is expired you can apply for a final permit upon their vacancy. These timeframes cover the one to two years that you have repeatedly stated as being your timeframe for conversion. Please see Condo Conversion Ordinance Section 7-64(j)**

2. Given that I do not want to proceed further with condo conversion, what would I need to do to rescind the "intent" to convert as provided in the ordinance? **You do have the right to rescind a notice of intent. Please note, if you rescind your intent to convert this will not rescind your tenants' rights (except for the right to purchase) and opens the possibility that additional tenants will have rights in the future. If you were to apply now and be granted a preliminary permit any new tenants you have before the issuance of a final permit would not receive protections under the ordinance so long as they are notified in writing prior to lease signing that the property is being converted. Please see Section 7-64(k) and 7-64(a)(2)(E)**

3. Given the city's interpretation of "intent to convert," what are my obligations to the current tenants as to the renewal of their leases that expire on 6/30/24? **Since your tenants' rights have vested, the ordinance requires that you extend their lease until the expiration of the notice period. Please see Condo Conversion Ordinance Section 7-64(g)**

4. One tenant has been for two years at what I believe is significantly below-par rent. The other tenant has been for one year on fair rent. Can I ask a broker to visit the apartments for a fair rent proposal to offer them? **Condo Conversion Ordinance Section 7-64(g) states in part:**

**The provisions of such rental agreement may not be modified by the owner except with respect to the amount of annual rent. The total increase in rent for any one year during the period of notice shall not exceed an amount equal to the sum which would result by multiplying said rent by the percentage increase in the consumer price index for all urban consumers as published by the United States Department of Labor, Bureau of Labor Statistics, during the calendar year immediately preceding the date of receipt of the notice of intent to convert, or ten percent, whichever is less; provided, however, nothing herein shall limit the right of an owner to any amounts which may be due under a valid tax escalation clause, provided such tax escalation clause was included within the rental agreement existing as of the date of the notice of intent to**

convert. The review board shall be notified of any rent increase on a form provided by the review board.

5. In case they disagree to pay the fair rent so proposed and decide to leave, will I still have to pay \$7000+ to each of them? See question #4 regarding rent increases. If a tenant vacates within the notice period, then an owner shall pay the relocation payment. Section 7-64(e). Please note, relocation payments are **per unit**, not per tenant. Please see the updated amounts on the Board's website.

Thank you for your time and attention.

Regards,

Sachida Jha

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Dr. Sachchidanand Jha, Triple Master's, LL.B., Ph.D.  
9760 Keeneland Row, La Jolla, CA 92037  
Past affiliations: Indian Forest Service, Univ. of Massachusetts-Boston

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# EXHIBIT G



## Morena Zelaya

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**From:** Sachida Jha <sjha21@yahoo.com>  
**Sent:** Friday, June 7, 2024 8:00 AM  
**To:** Morena Zelaya  
**Cc:** Joseph Theall  
**Subject:** Re: 220 School Street

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Dear Morena,

It would not be correct to say that I had the intent to convert. I did not use that word ever. Even otherwise, the common parlance meaning of intent would not apply here because the ordinance specifies a set of factors, none of which are present.

I also can't understand what violation or fine you are referring to.

If permissible, the link for Zoom may be sent to me as well as to Siddhartha Jha (sjha@post.harvard.edu). He is my son and a co-owner. He will participate if I cannot.

Regards,  
Sachida Jha

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Dr. Sachchidanand Jha, Triple Master's, LL.B., Ph.D.  
9760 Keeneland Row, La Jolla, CA 92037  
Past affiliations: Indian Forest Service, Univ. of Massachusetts-Boston

---

On Friday, June 7, 2024 at 01:41:06 AM GMT+5:30, Morena Zelaya <mzelaya@somervillema.gov> wrote:

Dear Sachida,

I acknowledge that you've withdrawn your request to go before the board this month. However, your tenants have requested to still be heard. As such please be aware that the matter will still be agendized and heard. You will receive a hearing notice with link to the virtual hearing.

As you've previously stated, your intent is to convert. The board is permitted to fine any person who violates a provision of the ordinance, and the ordinance is clear that tenants' rights vest when intent is formed. Intent being formed is also separate from providing a notice of intent.

You are highly encouraged to attend the meeting and will be allowed the same opportunity as your tenants to speak to the board. You are also welcome to provide any written supporting testimony in advance of the meeting which would be due by Monday, June 17<sup>th</sup>.

Regards,

Morena Zelaya (she/her)

Housing Policy Coordinator

617-625-6600 ext. 2575

---

**From:** Sachida Jha <sjha21@yahoo.com>  
**Sent:** Monday, June 3, 2024 6:32 AM  
**To:** Morena Zelaya <mzelaya@somervillema.gov>  
**Cc:** Joseph Theall <jtheall@somervillema.gov>  
**Subject:** Fw: 220 School Street

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Hello Morena,

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2. I have no plans to start the conversion process and therefore will not send notices to the tenants or submit an application to the Board;
3. The Board can have jurisdiction only if the notice and application materialize.

Therefore, I request that the item be withdrawn from the agenda.

Thank you,

Sachida

---

Dr. Sachchidanand Jha, Triple Master's, LL.B., Ph.D.  
9760 Keeneland Row, La Jolla, CA 92037

Past affiliations: Indian Forest Service, Univ. of Massachusetts-Boston

---

----- Forwarded Message -----

**From:** Ellen Shachter <[eshachter@somervillema.gov](mailto:eshachter@somervillema.gov)>

**To:** Sachida Jha <[sjha21@yahoo.com](mailto:sjha21@yahoo.com)>

**Cc:** Morena Zelaya <[mzelaya@somervillema.gov](mailto:mzelaya@somervillema.gov)>

**Sent:** Thursday, May 23, 2024 at 11:46:28 PM GMT+5:30

**Subject:** RE: 220 School Street

An intent to convert is just that – the idea that you are thinking of converting the building to condominiums. Ultimately it would be up to the condo Board to make a determination of whether your actions indicate an intent to convert. I do know that you own other condos, sent an email titled condo conversion and you have not denied that you are considering and/or planning a conversion. No one thing does or doesn't eliminate your obligations under the Condo Ordinance – if at any point you intend to convert you are required to provide notice of intent to convert to the tenants. I am happy to speak more about this with you although Morena Zelaya is the staff to the Condo Review Board and is closer to the decision making process than I am. Take care.

Ellen Shachter

Director of Somerville Office of Housing Stability

50 Evergreen Avenue

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(781) 307-3307 (work cell)

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**From:** Sachida Jha <[sjha21@yahoo.com](mailto:sjha21@yahoo.com)>  
**Sent:** Wednesday, May 22, 2024 7:05 PM  
**To:** Ellen Shachter <[eshachter@somervillema.gov](mailto:eshachter@somervillema.gov)>  
**Subject:** 220 School Street

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Hello,

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I want to send a plumber to see what will be needed to separate hot water in the utility.

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Regards,

Sachida

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---

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## **Introduction**

We would like to thank the Condominium Review Board for taking the time to review our case. These past two months have been a stressful time for both of our families, as we were not expecting to move nor did we want to move, and we appreciate this opportunity to share our side of the story. We believe that the Somerville Condominium Conversion Ordinance and Condominium Review Board were formed to help guard tenants against unexpected, inconvenient, and costly relocation, so we hope that when we state our case for certain protections under the Ordinance down below, our argument is within not only the letter of the law, but also the spirit.

Sincerely,

--Chris and Nan (220 School Street, Unit 3)

--Jenna and TJ (220 School Street, Unit 2)

## **Summary Of Points**

**1. Intent For A Condominium Conversion Has Been Formed:**

On Wednesday, May 15<sup>th</sup>, Dr. Jha sent an email entitled, “Somerville Condo Conversion – 220 School Street” to all tenants at 220 School Street, wherein Dr. Jha referenced a “planned condo conversion.” In this thread, Dr. Jha asked his tenants to facilitate the entry of a plumber into their dwellings and into the basement of the property. It seems likely that the purposes of the plumbing visit was to assess sub-metering the units at 220 School Street in anticipation of a condominium conversion. In the same thread, Dr. Jha also enlisted Mrs. Rhonda Livingston, a licensed real estate agent who “specializes ... in condominiums,” to help organize the requested inspection. We believe that these communications form an *Intent to convert* under Factor (E) in the Somerville Condominium Conversion Ordinance’s *Definitions* section, because Dr. Jha “made any communication, written or oral, to any person residing in the housing accommodation expressly indicating an intent to sell any unit as a condominium or cooperative unit.”

**2. Intent Is Independent Of The Planned Condominium Conversion Timeline:**

Dr. Jha argues in his written testimony that he has not formed an *Intent to convert* because he plans to pursue a condominium conversion after all three units vacate the property. We believe this point is irrelevant because the timeline of a condominium conversion is not one of the ten factors listed under the definition of *Intent to convert*. The Ordinance only seeks to determine whether an owner has an intent to convert at some point in the future, not whether the owner has the intent to convert during the lease term of the tenants in occupancy. We feel that his agreements with Ms. Livingston to re-lease the units are irrelevant for similar reasons.

**3. Intent Obligates A Written Notice Of Protections:**

We believe that upon forming an intent to convert, the Somerville Condo Conversion Ordinance obligates Dr. Jha to provide a formal, written notice to both the Condominium Conversion Review Board as well as all tenants at 220 School Street. This required written notice offers protections to the tenants, the terms of which are clearly stated in section 7-64(a)(2) of the Ordinance.

**4. A Written Notice Of Protections Has Not Been Provided:**

Dr. Jha has been informed by City officials that his interpretation of the Ordinance is incorrect and that intent is not dependent upon a written notice or application to the Condo Board. Dr. Jha has not changed his position in response to this new information, and as such he has declined to provide a written notice of intent to his tenants.

**5. The Tenants Sought Reasonable Accommodations After Dr. Jha Declined To Renew Their Leases:**

On Tuesday, May 7<sup>th</sup>, 2024, Dr. Jha emailed both Unit 2 and Unit 3 at his 220 School Street property to let his tenants know that he would not be renewing their leases when they expired on 06/30/2024. Unit 2 asked for a one-month lease extension to accommodate pre-existing and immovable out-of-state travel for work at the end of June and beginning of July. Dr. Jha denied this request and did not respond to Unit 2’s subsequent request to utilize building storage to facilitate a move-out after 06/30/2024. Unit 3 asked to renew their lease for one year, because

Unit 3 plans to move out of the Somerville area in the summer of 2025 and moving twice would be inconvenient. Unit 3 offered to negotiate lease terms that are favorable to Dr. Jha for the proposed one-year extension. Dr. Jha declined.

6. *Dr. Jha Has Repeatedly Refused To Negotiate With His Tenants:*

After Dr. Jha sent his May 15<sup>th</sup> email regarding “Somerville Condo Conversion,” Unit 2 and Unit 3 attempted on three separate occasions to negotiate with Dr. Jha to reach an agreement that would be favorable to both the tenants and to Dr. Jha under the Ordinance. Dr. Jha has declined all such overtures, despite being informed that the June 30<sup>th</sup> move-out date is difficult for both units and despite both units offering to waive certain rights afforded to them under the Ordinance.

7. *Dr. Jha Has Made Communications Difficult To Follow:*

In addition to refusing to negotiate, Dr. Jha has made the conversations surrounding the “Somerville Condo Conversion” and the plumbing inspection requested therein difficult to follow by (A) opening numerous email exchanges on the same topic, (B) changing the email recipient list frequently and without notice, (C) modifying or withholding information from his tenants, and (D) misrepresenting the nature of his requests for entry into the apartments.

8. *The Decision Of Whether Or Not We Are Protected Is Time-Sensitive:*

If able, Unit 2 and Unit 3 are asking the Condo Board to confirm our protected status under the Somerville Condominium Conversion Ordinance before our lease terms expires on 06/30/2024. We understand that decisions may not normally be made so quickly, but the timing of Dr. Jha’s communications and our subsequent research into the matter with the City made the Board’s 06/24/2024 meeting our first available opportunity to state our case. We thank you in advance for any flexibility you may have in the prioritization and timing of your ruling.



## Point 1: Intent For A Condominium Conversion Has Been Formed

### Argument For Point 1:

We believe that Dr. Jha formed an intent to pursue a condominium conversion based on the following two items, to be substantiated shortly:

- A. On Wednesday, May 15<sup>th</sup>, Dr. Jha sent an email to all residents at his property, 220 School Street in Somerville, entitled “Somerville Condo Conversion – 220 School Street.” In subsequent emails, Dr. Jha referenced a “planned condo conversion” for the three apartments.
- B. The purpose of Dr. Jha’s May 15<sup>th</sup> email was to arrange access for a plumber to the 220 School Street basement as well as to all three units. His email was directed not only to all current tenants in the apartment building, but also to a licensed real estate agent, who “specializes in ... condominiums” and who subsequently attempted to facilitate the plumber’s entrance. It seems likely, from additional email threads, that Dr. Jha wanted the plumber to gain access to the property so that he could assess submetering the water line at 220 School Street, which is a common improvement made in the course of pursuing a condo conversion.

We believe that the two items above form an intent based on factor (E) of the Somerville Condominium Conversion Ordinance:

*Intent to convert*, the intent to make the initial sale and transfer of title to a residential unit in a housing accommodation as one or more condominium or cooperative units pursuant to an individual unit deed or deeds, or, in the case of a cooperative, a proprietary lease or leases. Factors which shall be considered in determining whether an owner has the intent to convert are:

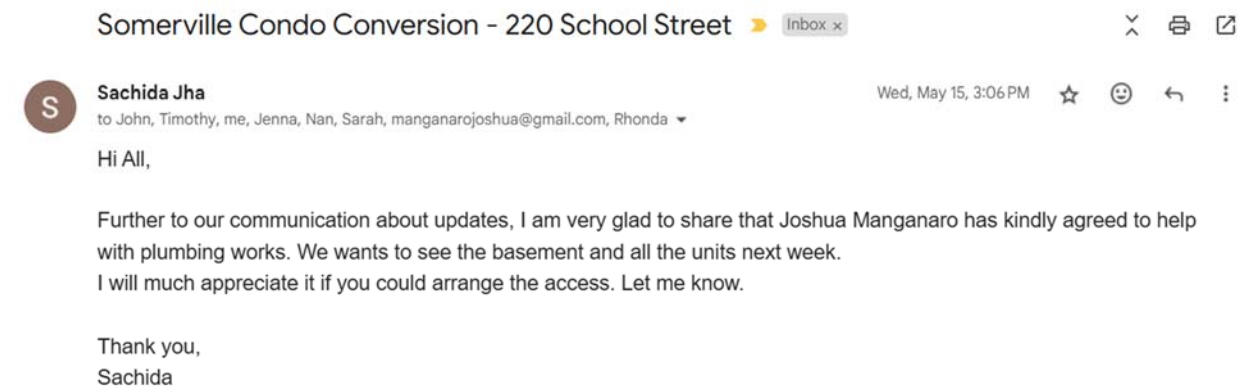
- (A) a master deed or articles of organization for the housing accommodation has been prepared or recorded;
- (B) the owner of the housing accommodation dwelling has prepared or is in the process of preparing a purchase and sale agreement for the sale of any unit as a condominium or cooperative unit;
- (C) the owner has advertised for sale any unit in the housing accommodation as a condominium or cooperative unit;
- (D) the owner has shown to any prospective purchaser a unit in the housing accommodation for the sale of such unit as a condominium or cooperative unit;
- (E) the owner has made any communication, written or oral, to any person residing in the housing accommodation expressly indicating an intent to sell any unit as a condominium or cooperative unit;
- (F) the owner has had any unit in the housing accommodation measured or inspected to facilitate the sale of the units as a condominium or cooperative unit;

**Figure 1:** *We believe that Dr. Jha has formed intent under Factor E.*

Based on Dr. Jha’s clear and unambiguous references to a “planned condo conversion,” as described in *Item A*, and the fact that he addressed his email to all tenants currently in residence at 220 School Street, it is our position that Dr. Jha has “expressly indicated an intent to sell any unit as a condominium” to “any person residing in the housing accommodation.” We further take the involvement of outside parties described in *Item B* to add weight to his written statements of intent.

### Evidence For *Item 1.A*:

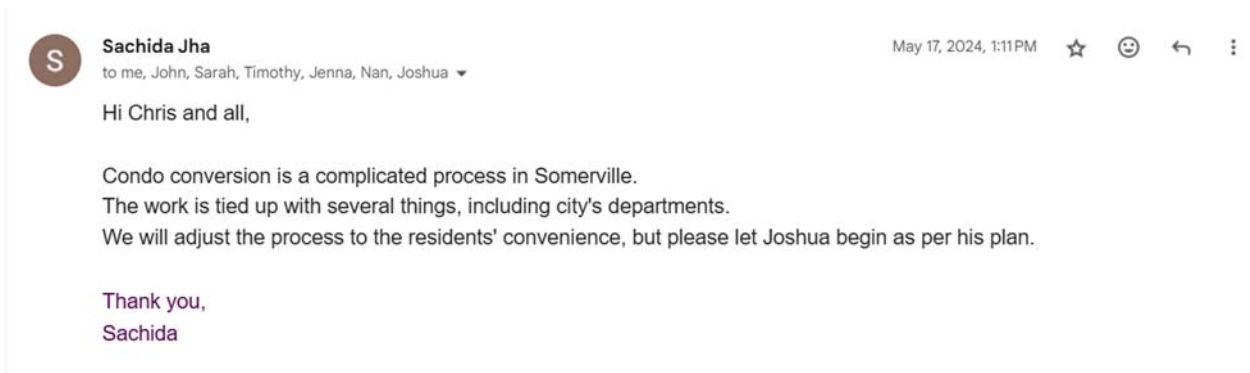
To substantiate the claims made under *Item A* above, we exhibit the following screenshots of Dr. Jha's communications with his tenants at 220 School Street.



**Figure 2:** On Wednesday, May 15<sup>th</sup>, Dr. Jha sends an email to his tenants asking for help related to a "Condo Conversion." He includes both a plumber (Joshua Manganaro) and a licensed real estate agent (Rhonda Livingston) on the correspondence.



**Figure 3:** Two days later, Unit 3 asks if the plumbing work can be completed after Units 2 and 3 vacate the property on June 30<sup>th</sup>.



**Figure 4:** Dr. Jha responds by explaining that the "work" required for a condo conversion is already underway and denying Unit 3's request to perform the inspection after June 30<sup>th</sup>.

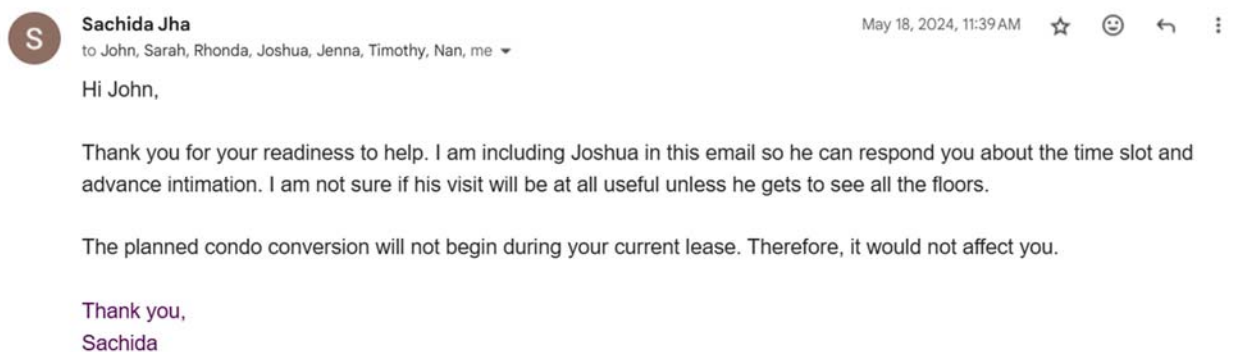
On Saturday, May 18, 2024 at 08:36:48 PM GMT+5:30, John Anderson <jga1999@gmail.com> wrote:

Hi Sachida, I can make either of those days work provided it is 8:30-9am and I know which day in advance, I need coordinate with work to block out the time. Sorry for the delayed response.

Regarding the broader condo conversion conversation, can you provide more context on this? I am interested to know how this may affect us, and this is the first I am hearing of it.

Thanks,  
Jack

**Figure 5:** Unit 1 follows up with Dr. Jha separately to express their limited availability for an inspection and to learn more about the "Condo Conversion" referenced in the subject line.

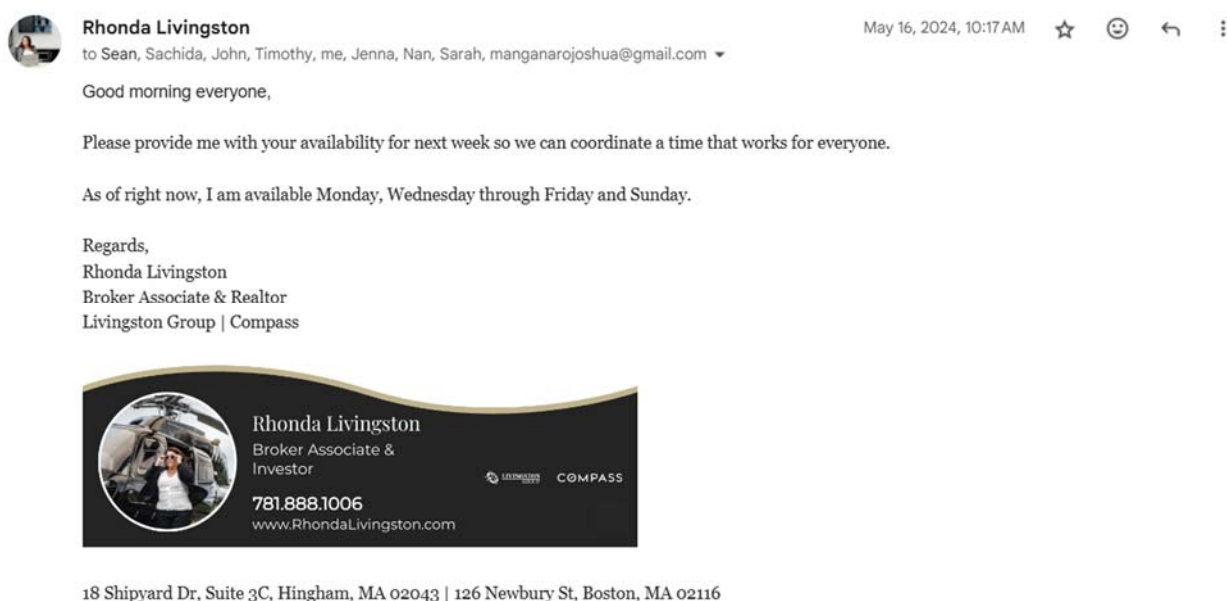


**Figure 6:** Dr. Jha reiterates his intent to perform a condominium conversion at 220 School Street. He then goes on to state that the "planned condo conversion" will not affect his tenants, while simultaneously asking them to help arrange an inspection to facilitate said conversion.

## Evidence For Item 1.B:

There are two claims for *Item B*. First, that Rhonda Livingston, a licensed real estate agent, was asked to help facilitate entry for the plumber, Joshua Manganaro. Second, that the purposes of Joshua Manganaro's visit were to assess the feasibility of sub-metering the water line at 220 School Street, a modification that would make eventual condominium conversion easier.

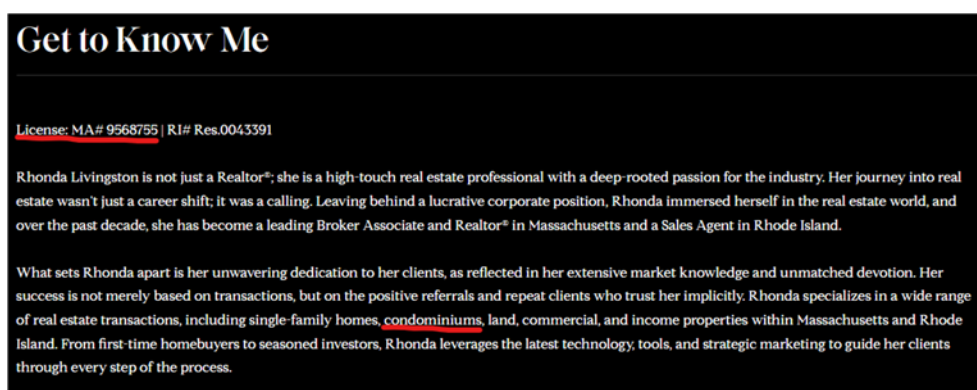
To substantiate the first claim, we submit the following screenshots of emails from Rhonda Livingston as well as content from her website. Given the subject line of the email and given that Mrs. Livingston is a self-described "condominium" specialist, we believe that her involvement further strengthens our claim that Dr. Jha's written communication constitutes an *Intent to convert*.



**Figure 7:** The day after Dr. Jha makes his initial inquiry, Mrs. Livingston asks the tenants at 220 School Street to submit their availability for a visit from plumber Joshua Manganaro. Mrs. Livingston also adds Sean Spencer to the thread. Sean Spencer is an employee at the Livingston Group, a real estate group that Mrs. Livingston heads.



**Figure 8:** Later that day, Rhonda follows up, referencing a conversation with the plumber outside of the main thread, asking the tenants again to facilitate entry.



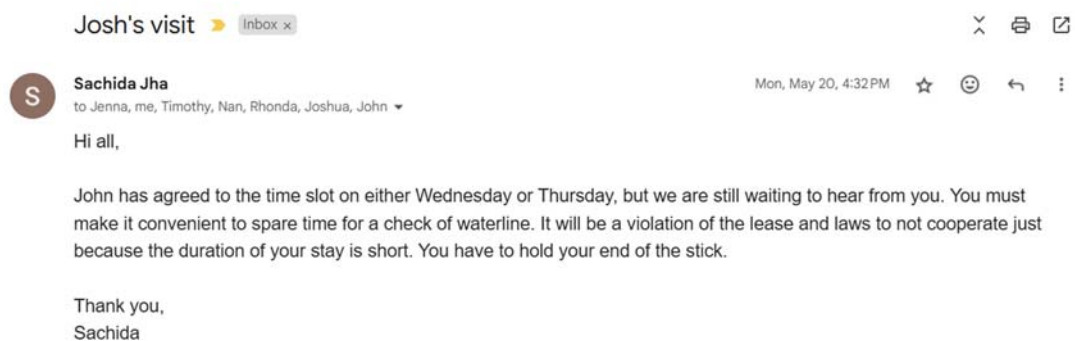
**Figure 9:** The website for the Livingston Group (See: [Meet the Team | Livingston Group](#) ([livingstongrouponline.com](#))) shows that Mrs. Livingston is a licensed real estate agent.

The website also states that she “specializes in ... condominiums” and that her target clients range from “first-time homebuyers” to “seasoned investors.” Leasing and tenants are notably absent from her list of specialties and target clients. Additionally, Mrs. Livingston’s transactions page on Compass states that she has completed roughly four times more property sales than rentals. (See: [Rhonda Livingston, Real Estate Agent - Compass](#)) These two items, taken together, seem to indicate that Mrs. Livingston’s primary line of business is sales.

To substantiate the second claim, we submit screenshots of further correspondence with Dr. Jha in relation to Joshua Manganaro’s intended visit. After recording the screenshots, we explain why the captured correspondences lead us to believe that a water line submetering was the probable purpose of Mr. Manganaro’s inspection.



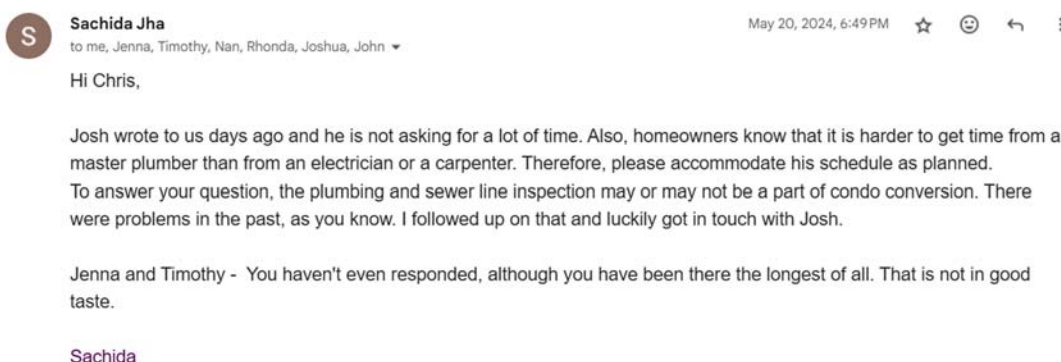
**Figure 10:** Two days after his initial contact, Dr. Jha opened up a separate email thread to discuss the "plumbing issue" at 220 School Street. He then goes on to state that plumbing issues are a matter of public priority and that the tenants at 220 School Street are obligated to allow Mr. Manganaro's inspection under Massachusetts Government Law.



**Figure 11:** The following business day, Dr. Jha opens yet another thread on the plumbing visit. Dr. Jha states that Mr. Manganaro will be checking the "waterline" (sic). He then further expresses a legal obligation to allow the inspection.



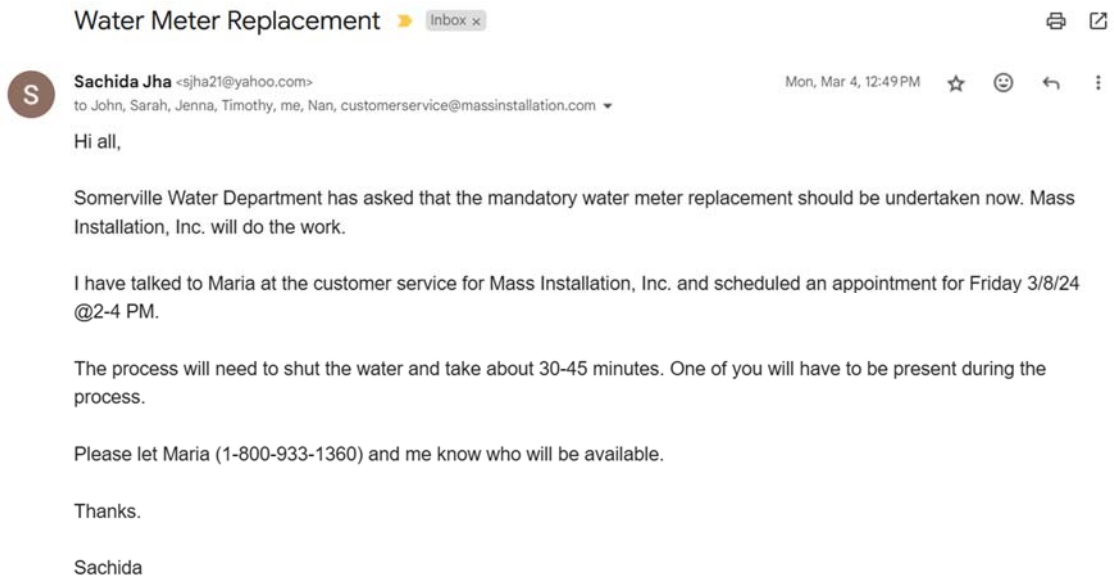
**Figure 12:** Unit 3 asks to move the inspection and inquires as to the nature of the inspection.



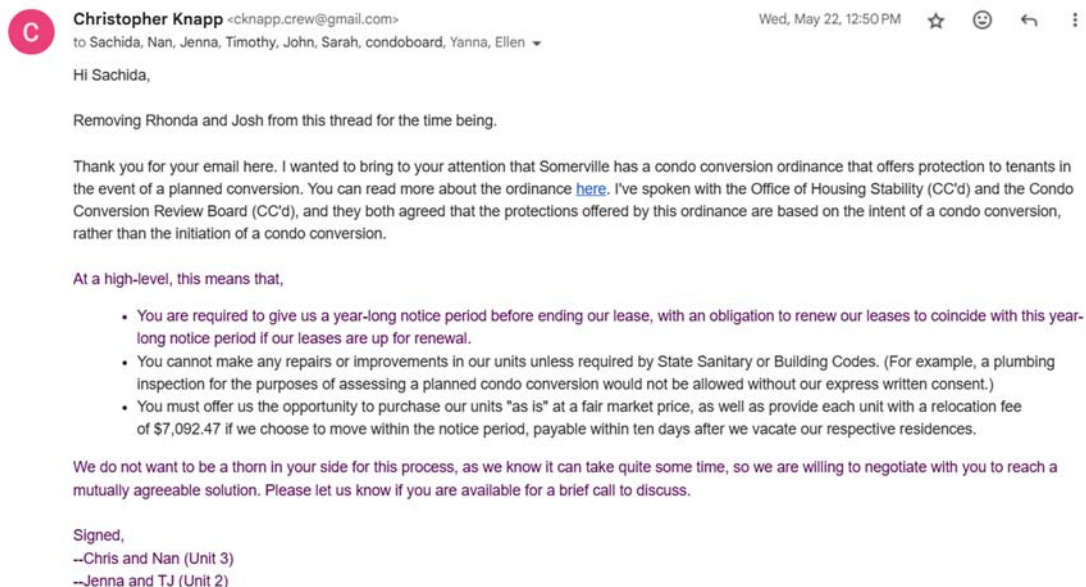
**Figure 13:** Dr. Jha refuses to reschedule the plumbing visit, despite stating on May 17<sup>th</sup> that he would “adjust the process to the residents’ convenience.” (As shown in [Figure 4](#) above.)

*Dr. Jha also refuses to state the nature of the inspection, saying that it “may or may not be a part of condo conversion.” He states that there were “problems in the past,” which he is following up on with Mr. Manganaro’s visit.*





**Figure 14:** Dr. Jha is correct that 220 School Street has had plumbing issues. However, the most recent work occurred in early March of 2024, two months prior to his “Somerville Condo Conversion” email. When Dr. Jha reached out to his tenants to arrange this plumbing work, he was very clear about the nature of the work and why it was necessary. He also did not ask permission to schedule an appointment but rather set forth a specific date and time.



**Figure 15:** Two days after Dr. Jha's message from **Figure 13**, Unit 3 and Unit 2 make Dr. Jha aware of the Somerville Condo Conversion Ordinance. They also add the staff to the Condominium Review Board to the thread, who agreed that Dr. Jha's correspondences formed an intent under the ordinance, triggering the protected status of all units. Unit 3 and Unit 2 then ask Dr. Jha to negotiate so that they can reach a “mutually agreeable solution.”





Sachida Jha

to Nan, Jenna, Timothy, John, Sarah, me

Wed, May 22, 7:40 PM



Hi all,

I have not submitted any application and do not plan to do so in the foreseeable future. Units can have separate utilities without turning into condos. That is not sufficient for an intent.

Josh's visit has been cancelled.

We are on the terms of our current lease.

Thanks.

Sachida

**Figure 16:** *In response to his tenants' request to negotiate, Dr. Jha: (1) Removes the City officials from the email exchange without; (2) States that "Units can have separate facilities without turning into condos"; and (3) cancels Mr. Manganaro's plumbing inspection.*

No matter what your percentage split ends up being, Roubicek Greenman recommends that utilities be separate whenever possible. That means separate water meters, separate electrical meters, separate furnaces whenever possible. She recalled a case of a two-unit condo building in which the upstairs owner, a single individual, had a 65 percent ownership of the building. The condo documents required him to pay 65 percent of the utilities based on this percentage of ownership. This became a problem when a large family moved in downstairs. They only had to pay the remaining 35 percent of the water bill, but represented far more than 35 percent of the water usage. Separate utilities, or at least language in the condo documents that protects owners from disparities like the aforementioned example, can avoid disputes between neighbors.

**Figure 17:** *While it is true that units can have separate facilities without turning into condominiums, it is common practice to separate the units' facilities before conversion to avoid disputes between residents. (Source: [A Look at the Massachusetts Condo Conversion Act of 1983 - MassLandlords.net](#))*

Based on these exchanges, we believe it is likely that Dr. Jha wanted Mr. Manganaro to inspect the water line at 220 School Street for the purposes of a condo conversion. Our reasoning is as follows and is separated into two claims. First, that the inspection was unlikely to be related to repair or maintenance, and second that the inspection was likely for the purposes of submetering the units at 220 School Street, which is a common precursor to condo conversion.

For the first point, we believe that that Mr. Manganaro's inspection was not related to repairs or maintenance because Dr. Jha refused to state the exact nature Mr. Manganaro's inspection (Figure 12 and 13), and Dr. Jha repeatedly asked the tenants to arrange a time for Mr. Manganaro's entrance, rather than specifying a time himself. (Figures 10, 11, and 13.) In the past, when Dr. Jha arranged repairs or maintenance related to the plumbing, he stated the exact nature of the visit and also specified a date and time. Additionally, when Dr. Jha was informed that his tenants had protection under the Somerville Condominium Conversion Ordinance, he immediately cancelled Mr. Manganaro's inspection. (Figure 15 and 16.) We believe that if Mr. Manganaro's inspection were related to repairs and maintenance, Dr. Jha would not have taken this action because he stated that the both the landlord and tenant have a "binding responsibility" to fix "plumbing and electrical issues." (Figure 10) The tenants' protected status under the ordinance would not change such a responsibility, as they stated in their May 22<sup>nd</sup> email. (Figure 15.)

For the second point, we believe that Mr. Manganaro's inspection was for the purposes of submetering the waterline at 220 School Street because when his tenants brought the Somerville Condominium Conversion Ordinance to his attention, he stated that "Units can have separate utilities without turning into condos." Units having separate utilities had not been mentioned before this point in the conversation, so we take Dr. Jha's unprompted statement to mean that separating the utilities for the three units was the purpose of Mr. Manganaro's inspection. Furthermore, while it is true that "units can have separate facilities without turning into condos," it is common knowledge that separate facilities makes condominium sales and governance easier. (Figure 17.)

After writing the aforementioned points, we became aware that Dr. Jha forwarded the below correspondence between himself and Ellen Shacter to the residents of 220 School Street. In this correspondence, Sachida clearly states that the purposes of Mr. Manganaro's inspection was to assess submetering, not to perform maintenance or repairs.

**From:** Sachida Jha <[sjha21@yahoo.com](mailto:sjha21@yahoo.com)>  
**Sent:** Wednesday, May 22, 2024 7:05 PM  
**To:** Ellen Shachter <[eshachter@somervillema.gov](mailto:eshachter@somervillema.gov)>  
**Subject:** 220 School Street

**This email is from an external source. Use caution responding to it, opening attachments or clicking links.**

---

Hello,

I am Sachida Jha, a co-owner of 220 School Street, a 3-family home.

I want to send a plumber to see what will be needed to separate hot water in the utility.

Does it mean that I intend to convert the property into condos in terms of the ordinance?

If I ask the plumber to call off the visit, would it still be intention to convert?

Thank you for the clarification

Regards,

Sachida

**Figure 18:** *On Friday, June 14<sup>th</sup>, Dr. Jha forwarded to us an email correspondence in which he clearly states the reason for Mr. Manganaro's plumbing inspection.*

## Point 2: Intent Is Independent Of The Planned Condominium Conversion Timeline

### Argument For Point 2:

We believe that *Intent to convert*, as defined under Section 7-63 of the Ordinance, is independent of the timeline for a planned conversion. Our belief is based on two items.

- A. The definition of *Intent to convert* makes no reference to when the conversion will take place. It only examines certain factors to determine whether or not an owner has any idea of intent.
- B. The remainder of the document has numerous references to timelines and dates. It is our position that if the Ordinance required a timeline of conversion as a factor for intent, such a timeline would have therefore been specified.

From this argument, we conclude that neither Dr. Jha's timeline for conversion, nor his intentions to re-lease Unit 2 and Unit 3, have a bearing on whether or not Dr. Jha has formed an *Intent to convert*.

### Evidence For Item 2.A:

To substantiate the claims made in *Item 2.A*, we submit the full definition of *Intent to convert* under the Somerville Condominium Conversion Ordinance and note an absence of any references to when the intended conversion is set to take place.

*Intent to convert*, the intent to make the initial sale and transfer of title to a residential unit in a housing accommodation as one or more condominium or cooperative units pursuant to an individual unit deed or deeds, or, in the case of a cooperative, a proprietary lease or leases. Factors which shall be considered in determining whether an owner has the intent to convert are:

- (A) a master deed or articles of organization for the housing accommodation has been prepared or recorded;
- (B) the owner of the housing accommodation dwelling has prepared or is in the process of preparing a purchase and sale agreement for the sale of any unit as a condominium or cooperative unit;
- (C) the owner has advertised for sale any unit in the housing accommodation as a condominium or cooperative unit;
- (D) the owner has shown to any prospective purchaser a unit in the housing accommodation for the sale of such unit as a condominium or cooperative unit;
- (E) the owner has made any communication, written or oral, to any person residing in the housing accommodation expressly indicating an intent to sell any unit as a condominium or cooperative unit;
- (F) the owner has had any unit in the housing accommodation measured or inspected to facilitate the sale of the units as a condominium or cooperative unit;
- (G) the owner has had the land surveyed, an engineering study performed or architectural plans prepared for the purpose of converting such housing accommodation into one or more condominium or cooperative units;
- (H) demolition of the housing accommodation and construction of condominium units;
- (I) retaining a real estate agent for the sale of the converted unit; and
- (J) retaining an attorney for the purpose of pursuing a conversion.

**Figure 19:** *The complete definition of Intent to convert from the Ordinance.*

## Evidence For Item 2.B:

To substantiate the claims made in Item 2.B, we submit a non-exhaustive list of references to dates and timelines with the Ordinance. The first list shows that at least three other terms in the Definitions section of the Ordinance refer to dates and timeline. The second list shows that dates and timelines are an important consideration of the written notice of intent required by Section 7-64(a)(2). The rest of the Ordinance is similarly explicit as to when dates and timelines are relevant.

*Housing accommodation*, any building or buildings, structure or structures, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, or any additional residential units created out of existing residential space, together with all services connected with the use or occupancy of such property, including two or more adjacent, adjoining, or contiguous buildings under common legal or beneficial ownership which are used in whole or in part for residential purposes, but not including the following:

- (A) housing accommodations which the United States or the commonwealth or any authority created under the laws thereof either owns or operates;
- (B) housing accommodations in any hospital, convent, monastery, asylum, public institution or college or school dormitory operated exclusively for charitable or educational purposes, or in any nursing or rest home for the aged;
- (C) housing accommodations in hotels, motels, inns, tourist homes, and rooming and boarding houses which are occupied by transient guests staying for a period of fewer than 14 consecutive days; and
- (D) single family dwellings; except where additional units will be added to the same or adjacent property, whether the project adding such units is phased or not, and the existing single-family dwelling will be one or more or part thereof multiple condominium units governed by the same condominium association.

*Low/moderate income tenant household*, a tenant/household is a person or group of persons residing in the same unit of a housing accommodation whose total income for the 12 months immediately preceding the date the notice provided for hereunder is given or should have been given is at or below 80% of Boston Area Median Income, adjusted for household size, as published annually by the U.S. Department of Housing and Urban Development.

*Tenant*, a person or group of persons who are collectively entitled to occupy a unit in a housing accommodation pursuant to a rental agreement written or implied, and who occupy such unit on the date that the notice required hereunder is given or should have been given.

**Figure 20: At least three Definitions in the Ordinance explicitly reference dates and timelines. (Highlighted.)**



- (2) *Occupied units.* If an owner has an intent to convert an occupied housing accommodation to the condominium or cooperative form of ownership, such owner shall give to each tenant then residing in a unit in such housing accommodation and simultaneously give to the condominium review board a written notice translated into the tenant's primary language if a need for such translation has been identified or is otherwise apparent to a reasonable person. This notice shall be deemed given on the date when proper notice is delivered in person to the tenant or the date on which the notice is received by the tenant after being sent by certified or registered mail, return receipt requested, or the date of service by a deputy sheriff or constable. The notice shall state the following in clear and conspicuous language:
- (A) that the owner intends to file (or has filed) a master deed at the Middlesex South District Registry of Deeds or Land Registration Office in Cambridge, thereby converting the housing accommodation to a condominium; or that the owner intends to file (or has filed) articles of organization with the secretary of the commonwealth, thereby converting the housing accommodation to a cooperative;
  - (B) that the tenant shall have one year from the date the notice is given before the tenant shall be required to vacate the housing accommodation, except:
    - (I) that any tenant who qualifies as elderly, disabled, or low/moderate income shall have five years from the date the notice is given before such tenant shall be required to vacate the housing accommodation; or
    - (II) If the tenant's written agreement extends past when the notice period would elapse, the notice period shall be extended to coincide with the lease period;
  - (C) that, except as set forth in section 7-64(d)(2), the owner shall extend to the tenant, within 120 days, or 180 days in the case of an elderly, disabled, or low/moderate income tenant, from the date of the notice, a right to purchase the tenant's unit. The offer shall include terms and conditions which are substantially the same as or more favorable than those which the owner would, in good faith, extend or actually extends to prospective arm's length purchasers of such unit during the applicable period following the expiration of said tenant's right to purchase, as provided in section 7-64(d), provided that such terms and conditions represent fair market value for such unit in "as is" condition as described in section 7-64(d)(1);
  - (D) that, except as set forth in section 7-64(d)(2), the tenant shall have a period of 120 days, or 180 days in the case of an elderly, disabled, or low/moderate income tenant, from the date the tenant received the right to purchase offer to determine if they are willing and able to purchase their unit;
  - (E) that there is a permit review process involving (I) an initial hearing after service of this notice and (II) a final hearing for a conversion permit at the end of the notice period or upon vacancy of the tenant, in addition to hearings as necessary that may be initiated by the tenants, owner or review board. These hearings shall be before the review board and that the tenant and owner shall be notified of the date and time at least two weeks prior to the hearing date. The tenant and owner shall have a right to attend any such hearings and to present evidence as to whether the owner has or has not met the requirements of the Somerville Condominium/Cooperative Conversion Ordinance;
  - (F) that if the tenant does not purchase the tenant's unit or another unit in the housing accommodation, the tenant has a right to relocation benefits as provided in section 7-64(e);
  - (G) that the owner is obliged to find comparable housing for elderly, disabled, and low or moderate income tenants as provided in section 7-64(f) unless the owner is exempt thereunder or the notice period will be extended for up to two additional years; and that no change may be made in the tenant's rental agreement during the notice period, except that the owner may increase the rent at the expiration of the tenancy agreement by an amount not to exceed the sum which would result by multiplying said rent by the percentage increase in the consumer price index for all urban consumers as published by the United States Department of Labor, Bureau of Labor Statistics during the calendar year immediately preceding the date of the proposed rent increase, or ten percent, whichever is less and the owner may collect real estate taxes due under a valid tax escalation clause, provided such tax escalation clause was included within the rental agreement existing as of the date of the notice of intent to convert;
  - (H) that the tenant is entitled to an extension of the tenant's rental agreement to coincide with the period of notice, as provided in section 7-64(g) of this ordinance;
  - (I) that the tenant is entitled to freedom from unreasonable disruption and breach of quiet enjoyment as a result of rehabilitation, repairs or improvements made by the owner during the period of notice, as provided in Section 7-64(h); and,
  - (J) that the date the notice is deemed "given" is the date on which the notice is delivered in person to the tenant or the date on which the notice is received by the tenant after being sent by certified or registered mail, return receipt requested, or the date of service by a deputy sheriff or constable.

**Figure 21:** Section 7-64(a)(2) makes repeated references to dates and timelines. (Highlighted.)

## Point 3: Intent Obligates A Written Notice Of Protections

### Argument For Point 3:

We believe that once intent has been formed, the owner must provide a written notice offering protections to the tenants in occupancy. Our belief is based on two items:

- A. Section 7-64(a)(2) states that “If an owner has an intent to convert ..., such an owner shall give to each tenant ... a written notice ...” Since the section states that the owner “shall give” rather than “may give” or some such similar verbiage, we conclude that the ordinance is outlining an obligation on the part of all owners who have formed an *Intent to convert* to provide a specific type of written notice. The Ordinance then goes on to state that “The notice shall state the following in clear and conspicuous language.” The phrase “the following” refers to a list of ten items, which includes protections afforded to the tenant in the case of a condo conversion. Therefore, we believe that intent obligates a written notice of protections.
- B. Surrounding verbiage in the Ordinance supports our interpretation of the phrase, “such an owner shall give,” as the Ordinance’s references to the written notice described in Section 7-64(a)(2) emphasizes that tenants are protected even if the written notice was not served but “*should have been*.”

### Evidence For Item 3.A:

To substantiate *Item 3.A*, we submit Section 7-64(a)(2), with the relevant verbiage highlighted.

(2) *Occupied units.* If an owner has an intent to convert an occupied housing accommodation to the condominium or cooperative form of ownership, such owner shall give to each tenant then residing in a unit in such housing accommodation and simultaneously give to the condominium review board a written notice translated into the tenant’s primary language if a need for such translation has been identified or is otherwise apparent to a reasonable person. This notice shall be deemed given on the date when proper notice is delivered in person to the tenant or the date on which the notice is received by the tenant after being sent by certified or registered mail, return receipt requested, or the date of service by a deputy sheriff or constable. The notice shall state the following in clear and conspicuous language:

**Figure 22:** Section 7-64(a)(2) makes clear that the owner is required to submit a written notice upon forming intent.

- (A) that the owner intends to file (or has filed) a master deed at the Middlesex South District Registry of Deeds or Land Registration Office in Cambridge, thereby converting the housing accommodation to a condominium; or that the owner intends to file (or has filed) articles of organization with the secretary of the commonwealth, thereby converting the housing accommodation to a cooperative;
- (B) that the tenant shall have one year from the date the notice is given before the tenant shall be required to vacate the housing accommodation, except:
  - (I) that any tenant who qualifies as elderly, disabled, or low/moderate income shall have five years from the date the notice is given before such tenant shall be required to vacate the housing accommodation; or
  - (II) If the tenant's written agreement extends past when the notice period would elapse, the notice period shall be extended to coincide with the lease period;
- (C) that, except as set forth in section 7-64(d)(2), the owner shall extend to the tenant, within 120 days, or 180 days in the case of an elderly, disabled, or low/moderate income tenant, from the date of the notice, a right to purchase the tenant's unit. The offer shall include terms and conditions which are substantially the same as or more favorable than those which the owner would, in good faith, extend or actually extends to prospective arm's length purchasers of such unit during the applicable period following the expiration of said tenant's right to purchase, as provided in section 7-64(d), provided that such terms and conditions represent fair market value for such unit in "as is" condition as described in section 7-64(d)(1);
- (D) that, except as set forth in section 7-64(d)(2), the tenant shall have a period of 120 days, or 180 days in the case of an elderly, disabled, or low/moderate income tenant, from the date the tenant received the right to purchase offer to determine if they are willing and able to purchase their unit;
- (E) that there is a permit review process involving (I) an initial hearing after service of this notice and (II) a final hearing for a conversion permit at the end of the notice period or upon vacancy of the tenant, in addition to hearings as necessary that may be initiated by the tenants, owner or review board. These hearings shall be before the review board and that the tenant and owner shall be notified of the date and time at least two weeks prior to the hearing date. The tenant and owner shall have a right to attend any such hearings and to present evidence as to whether the owner has or has not met the requirements of the Somerville Condominium/Cooperative Conversion Ordinance;
- (F) that if the tenant does not purchase the tenant's unit or another unit in the housing accommodation, the tenant has a right to relocation benefits as provided in section 7-64(e);
- (G) that the owner is obliged to find comparable housing for elderly, disabled, and low or moderate income tenants as provided in section 7-64(f) unless the owner is exempt thereunder or the notice period will be extended for up to two additional years; and that no change may be made in the tenant's rental agreement during the notice period, except that the owner may increase the rent at the expiration of the tenancy agreement by an amount not to exceed the sum which would result by multiplying said rent by the percentage increase in the consumer price index for all urban consumers as published by the United States Department of Labor, Bureau of Labor Statistics during the calendar year immediately preceding the date of the proposed rent increase, or ten percent, whichever is less and the owner may collect real estate taxes due under a valid tax escalation clause, provided such tax escalation clause was included within the rental agreement existing as of the date of the notice of intent to convert;
- (H) that the tenant is entitled to an extension of the tenant's rental agreement to coincide with the period of notice, as provided in section 7-64(g) of this ordinance;
- (I) that the tenant is entitled to freedom from unreasonable disruption and breach of quiet enjoyment as a result of rehabilitation, repairs or improvements made by the owner during the period of notice, as provided in Section 7-64(h); and,
- (J) that the date the notice is deemed "given" is the date on which the notice is delivered in person to the tenant or the date on which the notice is received by the tenant after being sent by certified or registered mail, return receipt requested, or the date of service by a deputy sheriff or constable.

**Figure 23:** Section 7-64(a)(2) also makes clear that the required written notice must offer certain protections to the tenants in residence.

### Evidence For Item 3.B:

To substantiate *Item 3.B*, we submit the following screenshots, which show that the Ordinance still offers protections to affected tenants, even if the written notice of protections has not yet been given. (Relevant phrases highlighted.)



- (c) *Condominium/cooperation eviction.* No owner shall seek or conduct a condominium or cooperative eviction against a tenant in occupancy of a housing accommodation at the time the notice of conversion was served or should have been served pursuant to section 7-64(a)(2) above until the expiration of the notice period required therein. Failure of the owner to comply with the provisions of this ordinance shall constitute a defense in a summary process action against such tenant(s).

**Figure 24:** Relevant verbiage from Section 7-64(c).

#### **Sec. 7-63. – Definitions.**

As used in this ordinance, the following words shall, unless the context clearly requires otherwise, have the following meanings:

*Condominium or cooperative conversion eviction*, shall mean

- (A) An eviction of a tenant for the purpose of removing such tenant from a housing accommodation in order to facilitate the initial sale and transfer of legal title to a condominium or cooperative unit in such housing accommodation to a prospective purchaser, or
- (B) an eviction of a tenant by any other person who has purchased a condominium or cooperative unit in a housing accommodation when the tenant whose eviction is sought was a resident of the housing accommodation at the time the notice of intent to convert is given or should have been given to convert the building or buildings to the condominium or cooperative form of ownership pursuant to section 7-64. However, the eviction of a tenant for non-payment of rent or other substantial violation of a rental agreement shall in no event be deemed a condominium or cooperative conversion eviction, as long as the landlord would have taken the same action at the same time whether or not the owner was converting the building to condominiums.

*Disabled tenant*, a tenant who is a person or group of persons residing in the same unit of a housing accommodation any one of whom has a physical or mental impairment, as of the date the notice provided for hereunder is given or should have been given, which (A) substantially limits such person's ability to care for him or herself, perform manual tasks, walk, see, hear, speak, breathe, learn or work; (B) significantly limits the housing appropriate for such person or significantly limits such person's ability to seek new housing; or, (C)

*Elderly tenant*, a tenant who is a person or group of persons residing in the same unit of a housing accommodation any one of whom has reached the age of 65 years or over as of the date the notice provided for hereunder is given or should have been given.

*Low/moderate income tenant household*, a tenant/household is a person or group of persons residing in the same unit of a housing accommodation whose total income for the 12 months immediately preceding the date the notice provided for hereunder is given or should have been given is at or below 80% of Boston Area Median Income, adjusted for household size, as published annually by the U.S. Department of Housing and Urban Development.

*Tenant*, a person or group of persons who are collectively entitled to occupy a unit in a housing accommodation pursuant to a rental agreement written or implied, and who occupy such unit on the date that the notice required hereunder is given or should have been given.

**Figure 25:** Relevant verbiage from the Definitions section.



## Point 4: A Written Notice Of Protections Has Not Been Provided

### Argument For Point 4:

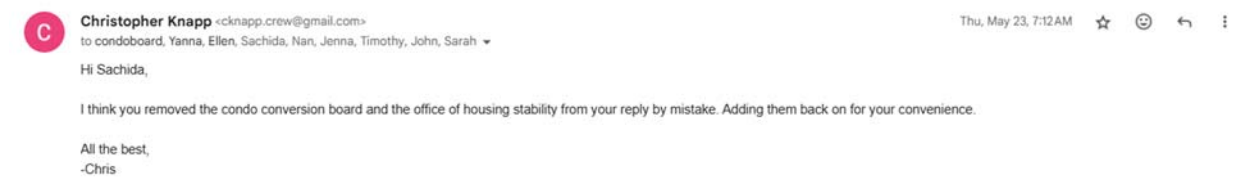
The argument for Point 4 rests on three items:

- A. City officials were made aware of Dr. Jha's position that intent is formed only by submitting a formal notice or application to the Condo Board.
- B. City officials corrected Dr. Jha's position by letting him know that *Intent to convert* does not require a formal notice or application to the Board, but that once the board determines an *Intent to convert* has been formed, the owner is obligated to offer protections to all tenants in residency.
- C. Dr. Jha maintained his position after being informed by City officials that he was wrong and subsequently refused to offer a written notice of protections.

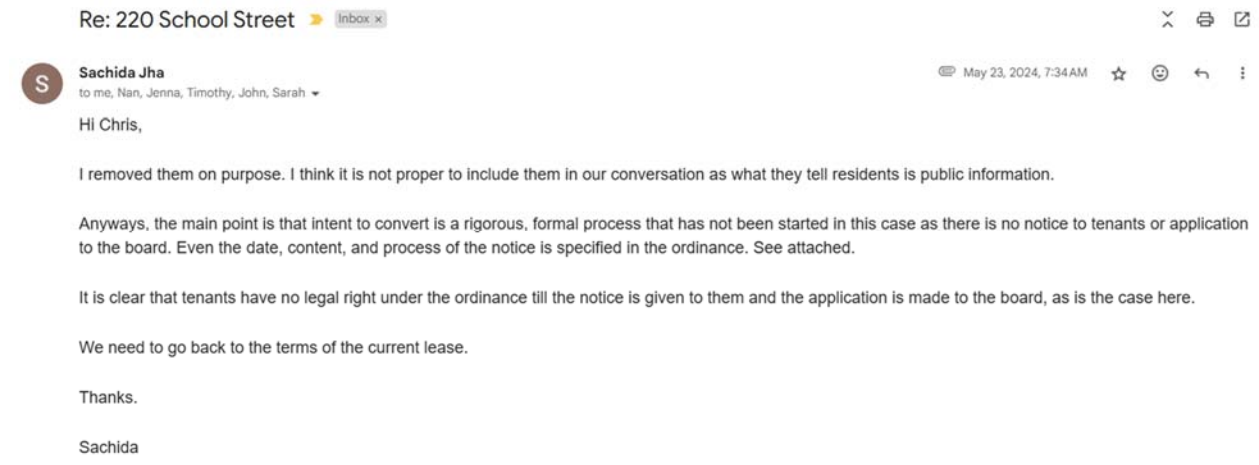
We believe the following emails substantiate our claims.

### Evidence For Item 4.A:

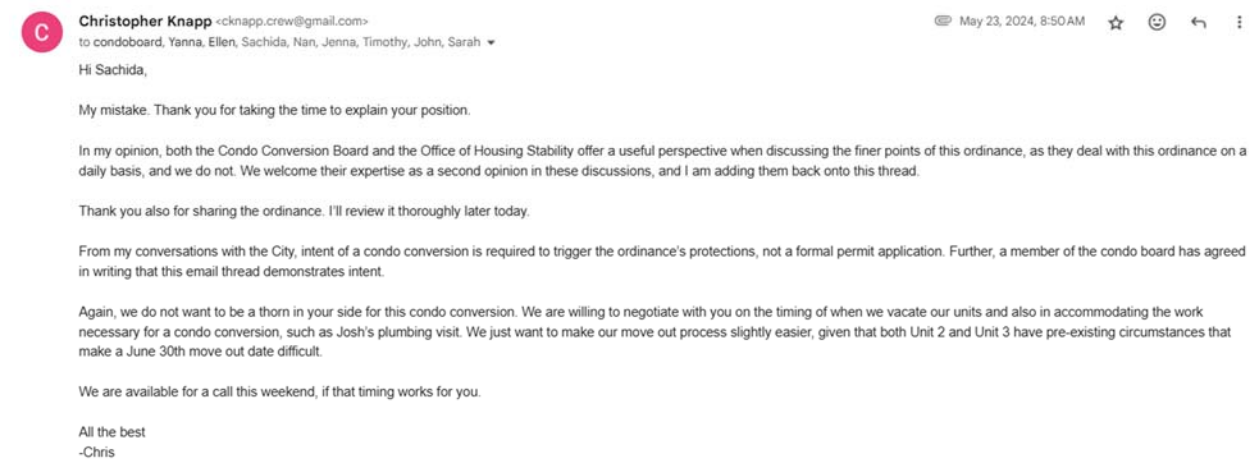
The following screenshots show that City officials were made aware of Dr. Jha's position that only formal notice or application to the Condo Board constitutes intent.



**Figure 26:** On the morning of May 23rd, Unit 3 re-added the Office of Housing stability and the Condo Board to the thread “Somerville Condo Conversion – 220 School Street” so that the City officials could weigh in on Dr. Jha’s response in [Figure 16](#).



**Figure 27:** Dr. Jha removes the City officials from the email chain again and changes the subject line from “Somerville Condo Conversion – 220 School Street” to “220 School Street.” In this new email, Dr. Jha claims that a notice to tenants or an application to the Condo Board determine an intent to convert.



**Figure 28:** Unit 3 re-adds the City official to the email chain so that they can weigh in on Dr. Jha's position stated in **Figure 27**. Unit 3 also attempts to negotiate with Dr. Jha again, offering concessions and reiterating a desire to find an arrangement that works for all parties.

### Evidence For Item 4.B:

The following emails show that City officials tried to correct Dr. Jha's understanding of the Ordinance.

----- Forwarded Message -----

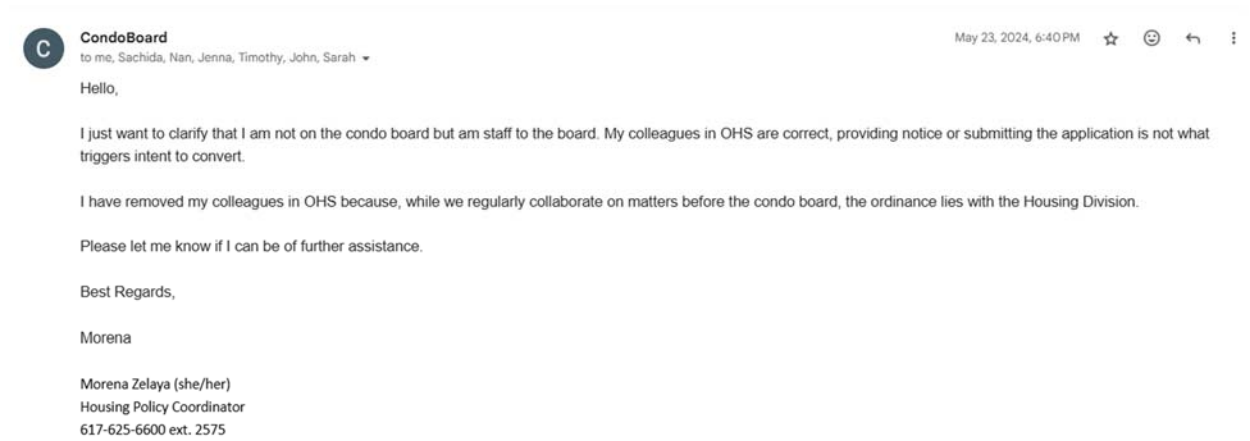
**From:** Ellen Shachter <[eshachter@somervillema.gov](mailto:eshachter@somervillema.gov)>  
**To:** Sachida Jha <[sjha21@yahoo.com](mailto:sjha21@yahoo.com)>  
**Cc:** Morena Zelaya <[mzelaya@somervillema.gov](mailto:mzelaya@somervillema.gov)>  
**Sent:** Thursday, May 23, 2024 at 11:46:28 PM GMT+5:30  
**Subject:** RE: 220 School Street

An intent to convert is just that – the idea that you are thinking of converting the building to condominiums. Ultimately it would be up to the condo Board to make a determination of whether your actions indicate an intent to convert. I do know that you own other condos, sent an email titled condo conversion and you have not denied that you are considering and/or planning a conversion. No one thing does or doesn't eliminate your obligations under the Condo Ordinance – if at any point you intend to convert you are required to provide notice of intent to convert to the tenants. I am happy to speak more about this with you although Morena Zelaya is the staff to the Condo Review Board and is closer to the decision making process than I am. Take care.

Ellen Shachter

Director of Somerville Office of Housing Stability

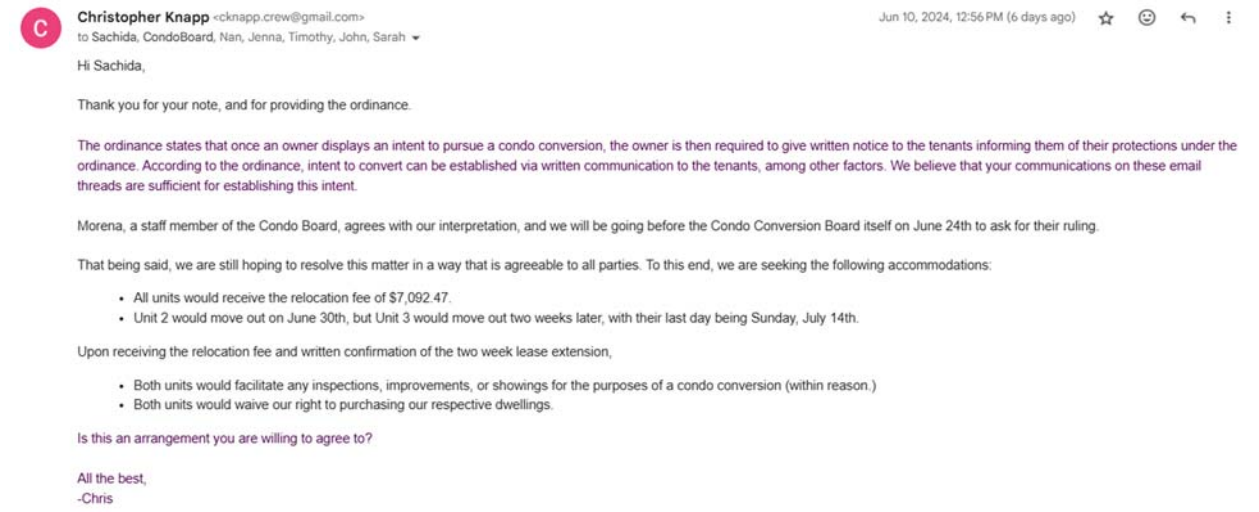
***Figure 29:** After City officials were made aware of Dr. Jha's position on the morning of May 23rd, Ellen Shachter from the Office of Housing Stability responds to Dr. Jha in a private correspondence that Dr. Jha initiated. In her response, she clarifies that the Condo Board determines intent, not a formal notice or application to that Board. She also clarifies that once intent is formed, an owner must provide protections under the Ordinance to the tenant. She then refers Dr. Jha to Morena Zelaya, staff to the Condo Board, for additional information.*



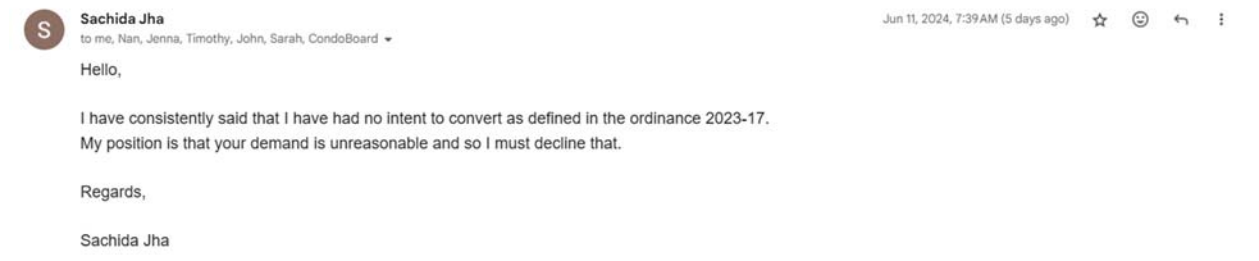
***Figure 30:** Morena Zelaya then upholds Ellen Shachter's interpretation of the Ordinance to Dr. Jha in a response to the main thread. She also clarifies the roles and responsibilities for all parties.*

## Evidence For Item 4.C:

The following emails show that Dr. Jha declined to send a written notice of intent to his tenants after being told by City officials that his interpretation of the Ordinance was incorrect.



**Figure 31:** Unit 3 reiterates that City officials disagree with Dr. Jha's interpretation of the Ordinance. Unit 3 then attempts to negotiate with Dr. Jha for a third time.



**Figure 32:** In his response, Dr. Jha continues to disagree and declines to negotiate.

**From:** Sachida Jha <[sjha21@yahoo.com](mailto:sjha21@yahoo.com)>  
**Sent:** Monday, June 3, 2024 6:32 AM  
**To:** Morena Zelaya <[mzelaya@somervillema.gov](mailto:mzelaya@somervillema.gov)>  
**Cc:** Joseph Theall <[jtheall@somervillema.gov](mailto:jtheall@somervillema.gov)>  
**Subject:** Fw: 220 School Street

This email is from an external source. Use caution responding to it, opening attachments or clicking links.

---

Hello Morena,

Please see the mail from Ellen below that said the Condo Board would determine whether my email to the tenants amounted to my intent to convert. Further to that, you wrote to me that you could put the item on the agenda for the next meeting. That is why I asked to be placed on the agenda.

Now, it seems that it was an error because:

1. my email to the tenants does not contain any factors stipulated in the ordinance for the intent to convert;
2. I have no plans to start the conversion process and therefore will not send notices to the tenants or submit an application to the Board;
3. The Board can have jurisdiction only if the notice and application materialize.

Therefore, I request that the item be withdrawn from the agenda.

---

**Figure 33:** *In a separate email to Morena Zelaya, later forwarded to his tenants by Dr. Jha, Dr. Jha states that he will not send a written notice of intent to convert to his tenants.*

## **Point 5: The Tenants Sought Reasonable Accommodations After Dr. Jha Declined To Renew Their Leases**

### Argument For Point 5:

Upon being asked to vacate their units after 06/30/2024, both Unit 2 and Unit 3 made Dr. Jha aware that vacating at such a time would be difficult. Both units then offered to enter into negotiations with Dr. Jha to reach a mutually agreeable solution to move-out. We believe that the screenshots below show that each unit's request was both reasonable and in good faith. In all instances, Dr. Jha either explicitly declined to accommodate or decided not to reply.

### Evidence For *Unit 2*:

The following emails show that Unit 2 expressed that moving out on 06/30/2024 would be difficult for them. These emails also show that, despite this expressed difficulty, Dr. Jha was unwilling to accommodate any delays to Unit 2 vacating.

On May 7, 2024, at 2:49 PM, Sachida Jha <[sjha21@yahoo.com](mailto:sjha21@yahoo.com)> wrote:

Hi Jenna and Timothy,

As we know, the current lease will end on 6/30/2024. Please plan on moving out at that time.

Although we are on a 30-day notice period, I want to give you more time to plan your move. I am sharing this email with Frank and Rhonda to carry out necessary updates and fill the vacancy in a timely manner.

Thank you,

Sachida  
857 293 3498

**Figure 34:** *Dr. Jha gives notice of his decision not to renew Unit 2's lease.*

On Wednesday, May 15, 2024 at 09:27:31 AM PDT, Timothy Olivares <tjo9@me.com> wrote:

Hi Sachida,

Thank you for your early communication to us.

One question we have is to ask around the possibility of extending our stay by 1 month. We have summer travel plans (both work related) in June and weren't expecting not to renew the lease this year.

We're open to work with you or new incoming tenants around this flexibility.

Thanks so much,  
TJ and Jenna

**Figure 35:** *Unit 2 explains their predicament and offers a reasonable compromise.*

On May 15, 2024, at 1:23 PM, Sachida Jha <sjha21@yahoo.com> wrote:

Hi Timothy and Jenna,

Thank you for your mail.

I am sorry but I cannot extend the lease as we have already scheduled the updates with the contractors based on the expiry of the lease.

Sorry!

Sachida

**Figure 36:** *Dr. Jha declines to compromise.*

**From:** Timothy Olivares <tjo9@me.com>  
**Date:** May 15, 2024 at 1:31:33 PM EDT  
**To:** Sachida Jha <sjha21@yahoo.com>  
**Cc:** Jenna Groh <groh.jenna@gmail.com>, Rhonda Livingston <rhonda.livingston@compass.com>  
**Subject:** Re: 220 School Street Apt# 2 - End of lease

Hi Sachida,

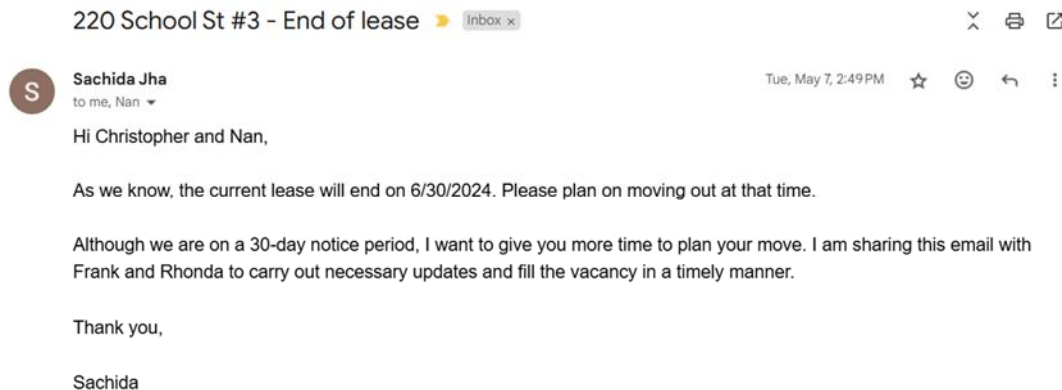
That's understandable. When are the updates scheduled and to what rooms? We can have our stuff moved out/shifted around prior to our travel to accommodate the updates. Likely we will be out of the house too as we are traveling last week of June thru the first week of July.

Thanks,  
TJ Olivares

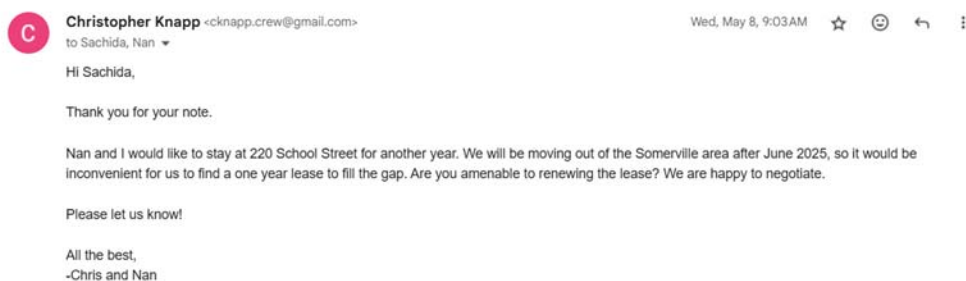
**Figure 37:** *Unit 2 asks for a second accommodation. Dr. Jha does not respond to the request.*

## Evidence For Unit 3:

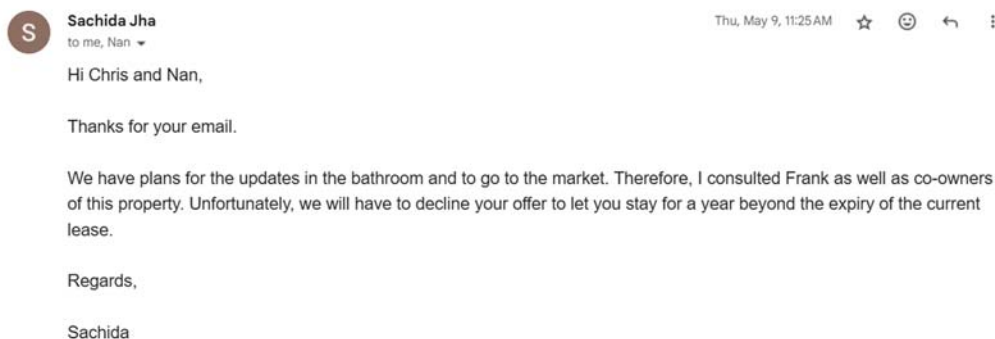
These emails show that Unit 3 expressed difficulty with a 6/30/2024 move-out date and requested to negotiate so that they could vacate on 6/30/2025 instead. These emails also show that Dr. Jha stated such an extension would not be possible.



**Figure 38:** Dr. Jha gives notice of his decision not to renew Unit 3's lease.



**Figure 39:** Unit 3 expresses difficulty with a 6/30/2024 move-out and asks to vacate in one year instead. They offer to negotiate.



**Figure 40:** Dr. Jha says that such an extension is not possible.



## Point 6: Dr. Jha Has Repeatedly Refused To Negotiate With His Tenants

### Argument For Point 6:

Unit 2 and Unit 3 requested to negotiate under the Ordinance to reach a mutually agreeable solution on three separate occasions. Each time, Dr. Jha declined to engage. These requests for negotiation occurred on:

- A. Wednesday, May 22<sup>nd</sup>,
- B. Thursday, May 23<sup>rd</sup>, and
- C. Monday, June 10<sup>th</sup>.

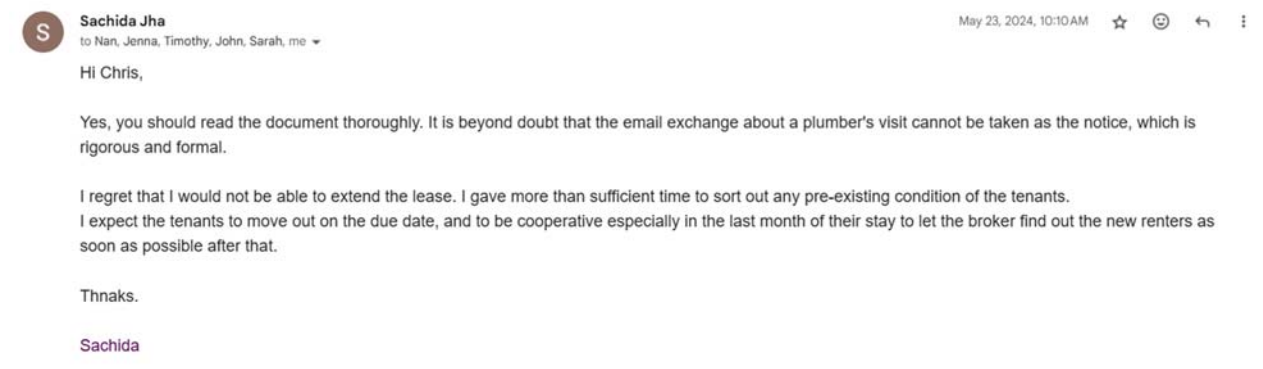
The referenced or captured emails below show these requests and denials.

### Evidence For *Instance 6.A:*

Figures 15 and 16 from Point 1 show the units' attempt to negotiate under Ordinance on Wednesday, May 22<sup>nd</sup> as well as Dr. Jha's subsequent decision to decline.

### Evidence For *Instance 6.B:*

Figure 28 from Point 4 shows the units' attempt to negotiate under Ordinance on Thursday, May 23<sup>rd</sup>. The screenshot below shows Dr. Jha's subsequent decision to decline:



**Figure 41:** *Dr. Jha again declines to negotiate.*

### Evidence For *Instance 6.C:*

Figures 31 and 32 from Point 4 show the units' attempt to negotiate under Ordinance on Monday, June 10<sup>th</sup> as well as Dr. Jha's subsequent decision to decline.

## Point 7: Dr. Jha Has Made Communications Difficult To Follow

### Argument For Point 7:

We argue that the listed actions by Dr. Jha made our correspondences with him difficult to follow.

- A. Opening numerous email exchanges on the same topic,
- B. Changing the email recipient list frequently and without notice,
- C. Modifying or withholding information from his tenants, and
- D. Misrepresenting the nature of his requests for entry into the apartments.

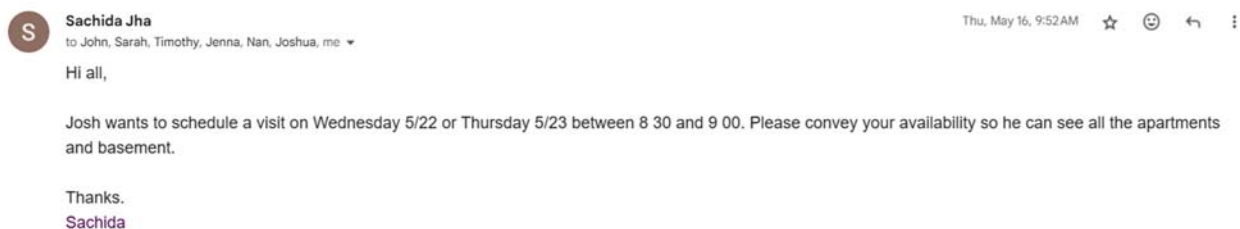
Because of these actions, it was hard to know where to look for information, who was privy to which information, and whether we had access to all relevant information. The fact that Dr. Jha engaged in these actions is substantiated by the emails referenced below.

### Evidence For Action 7.A:

Figures 2, 10, and 11 from Point 1 show that Dr. Jha opened three different email chains over the course of four business days on the topic of Mr. Manganaro's requested plumbing inspection.

### Evidence For Action 7.B:

- Figures 15 and 16 from Point 1 show that Dr. Jha removed City officials from an email chain without notice.
- Figure 28 from Point 4 and Figure 41 from Point 6 show that Dr. Jha repeated this action the following day.
- Figure 2 from Point 1 along with his response the next day (pictured below), show that Dr. Jha removed Rhonda Livingston from the "Somerville Condo Conversion" thread without notice. (Mrs. Livingston later responded to Dr. Jha's initial email, as shown in Figures 7 and 8 from Point 1.)



***Figure 42: Dr. Jha removed Mrs. Livingston from the "Somerville Condo Conversion" thread without notice.***

### Evidence For Action 7.C:

- Figure 27 from Point 4 shows that Dr. Jha modified relevant information by changing the subject line of his correspondence from “Somerville Condo Conversion – 220 School Street” to “220 School Street.” (This subject line change also caused a new thread to form, in further evidence of Action 7.A.)
- Figure 13 from Point 1 shows Dr. Jha’s refusal to explain the nature of Mr. Manganaro’s inspection to his tenants. Figure 18, also from Point 1, shows Dr. Jha’s willingness to explain the nature of Mr. Manganaro’s inspection to Ellen Shachter privately, two days later. From these two points, it is reasonable to infer that Dr. Jha was withholding information from his tenants regarding the plumbing inspection.

#### Evidence For *Action 7.D*:

- Figures 10, 11, and 13 from Point 1 show Dr. Jha’s representation of Mr. Manganaro’s inspection as being related to pressing plumbing issues and legally required by Massachusetts Government Law.
- Figures 18, also from Point 1, show that Mr. Manganaro’s inspection was actually related to submetering the hot water line. Figure 16 – along with Dr. Jha’s failure to schedule any further plumbing inspections as of Monday, June 17<sup>th</sup> – show that submetering the hot water line was not pressing and not legally required by Massachusetts Government Law (because it was cancelled and never rescheduled.)

## **Point 8: The Decision Of Whether Or Not We Are Protected Is Time-Sensitive**

Thank you reading this far. We know this has been a long statement. We were not sure how much we needed to back up our claims, so we aired on the side of caution.

No arguments or evidence here, but if at all possible, we would appreciate if the Condo Board could render a decision on our protected status before our leases expire on 6/30/2024. Relocation is inconvenient for both units, and the protections offered under the Ordinance would allow both units to vacate in a way that we believe is fair to all parties.

June 14, 2024

Condominium Review Board  
Somerville City Hall Annex  
50 Evergreen Avenue  
Somerville, MA 02145

Re: Review of homeowner's communication to determine an intent to convert

Dear Members of the Board:

I am Sachchidanand ("Sachida") Jha and I request that this email be treated as my submission at the hearing in case Zoom breaks down.

This is about 220 School Street, Somerville, a three-family home that I co-own with my wife, Ranjana Jha and son Siddhartha Jha.

The matter listed for today's hearing is my so-called "application." This is a complete surprise to me because I did not make an application and have no plans to do so for the foreseeable future.

I am here because Somerville's authorities concluded that my plan to send a plumber to the property and my communication to a tenant that the visit was in the context of a "planned condo conversion" showed my intent to convert in terms of the ordinance 2023-17.

I have steadfastly disagreed with that position.

I contend that the position of these authorities is erroneous because:

1. The ordinance 2023-17 defines an intent to convert with 10 factors, A through J. These factors represent actions by a homeowner toward conversion into a condominium. The list of these factors is inclusive. It does not include the kind of communication and unrealized action in the instant case. Also, none of these factors apply to the instant case. **(AFFIDAVIT)**
2. The ordinance stipulates that a notice should be given to the tenants after an intent is made. Because I had no such intent, I informed a tenant that the process would not start during his lease period, i.e. up to 11/30/2024. **(EXHIBIT 1)**
3. I asked the tenants in #2 and #3 to move out at the end of the lease and I hired a broker to find new tenants for these units. That shows my plan to keep the property as a multi-family home. **(EXHIBIT 2, 3)**

4. Assuming for the sake of argument that the plumber's proposed visit signified my intent to convert (which it did not in terms of the standard), the tenants having failed to schedule the visit and causing its eventual cancellation, forfeited all claims based on that.

From the aforesaid, the facts and law show that my communication or action was not an intent. I ask that the Board rule as such. That ruling will also be consistent with my property rights as well as Somerville's affordable housing policy.

Finally, as mentioned above, the leases for apartments #2 and #3 will end on 6/30/2024. If the current tenants are to continue beyond that date, the Board should provide for a revision of rent effective 7/1/2024 to save me from a recurring financial loss. It might be relevant that the rent for apt #2 is the same as was before the new T, indeed even before Covid-19. That is significantly below par and therefore legitimately deserve a revision.

Thanks.

Sincerely,

*/sd/ Sachchidanand Jha*

sjha21@yahoo.com

**CITY OF SOMERVILLE**

**CONDOMINIUM REVIEW BOARD**

---

SACHCHIDANAND JHA

Co-owner/ Manager

V

CHRISTOPHER KNAPP & ORS.

Tenants

---

**HOMEOWNER'S AFFIDAVIT ON THE STATE OF DEFINING FACTORS IN AN INTENT  
TO CONVERT PER THE ORDINANCE**

I, Sachchidanand Jha, aged over 18 years, solemnly affirm that:

1. I have not prepared or recorded a master deed or articles of organization for the housing accommodation;
2. I have not prepared and I am not in the process of preparing a purchase and sale agreement for the sale of any unit as a condominium or cooperative unit;
3. I have not advertised for sale any unit in the housing accommodation as a condominium or cooperative unit;
4. I have not shown to any prospective purchaser a unit in the housing accommodation for the sale of such unit as a condominium or cooperative unit;
5. I have not made any communication, written or oral, to any person residing in the housing accommodation expressly indicating an intent to sell any unit as a condominium or cooperative unit;
6. I have not had any unit in the housing accommodation measured or inspected to facilitate the sale of the units as a condominium or cooperative unit;

7. I have not had the land surveyed, an engineering study performed, or architectural plans prepared for the purpose of converting such housing accommodation into one or more condominium or cooperative units;
8. I have not had any plans for the demolition of the housing accommodation and construction of condominium units;
9. I have not retained a real estate agent for the sale of the converted unit; and
10. I have not retained an attorney for the purpose of pursuing a conversion.

Signed under the penalties of perjury this 14th day of June, 2024.

*/sd/ Sachchidanand Jha*

Sachchidanand Jha



# COMPASS

## GREATER BOSTON REAL ESTATE BOARD

### AGREEMENT FOR EXCLUSIVE RIGHT TO LEASE

(Residential Property)

Date: 05/15/2024

THIS AGREEMENT concerns the following property: 220 School St, Unit 3, Somerville, MA 02145  
(the "Property")

In consideration of the mutual covenants and agreement herein contained, the undersigned Owner hereby grants to the undersigned Broker the sole and exclusive right to lease the Property throughout the term commencing on 05/15/2024, and ending on 10/31/2023 (the "Listing Period"), subject to the following terms and conditions:

- I. The Broker shall use reasonable efforts to lease the Property at the rent and on any other terms and conditions specified in Schedule A, including (Check if Applicable):
  - ☒ placing appropriate signs on the property;
  - ☒ advertising the Property for rental; and
  - ☒ cooperating with other licensed real estate brokers (including the offer of compensation to tenant agents).
- II. The Owner shall refer all inquiries and offers regarding the leasing of the Property to the Broker and shall cooperate with the Broker in facilitating such leasing.
- III. The Broker shall earn a commission for its services hereunder with respect to the leasing of the Property if, during the Listing Period or within 2 months thereafter, a written lease agreement has been entered into between the Owner and a lessee introduced to the Property by anyone prior to the expiration of the Listing Period. Notwithstanding the foregoing, no commission shall be payable on account of any such lease agreement entered into after the Listing Period with the participation of a licensed broker to whom the Owner is obligated to pay a fee under the terms of a subsequent exclusive listing agreement.

**Once a written proposal or offer to lease the Property has been accepted in writing and a transaction is pending, the Broker shall have no obligation to present further proposals or offers to the Owner.**

- IV. The Broker's commission with respect to such lease agreement shall be as follows: Equal to (1) month rental rate. Paid by tenant. Said commission shall be payable in full upon the execution by both parties of such lease agreement.
- V. In addition to its commission, the Broker shall be entitled to reimbursement of any expenses set forth in Schedule A within twenty (20) days after billing from time to time accompanied by copies of invoices evidencing such expenses.
- VI. The Owner understands and agrees that the Property will be marketed for lease in compliance with all applicable fair housing laws.
- VII. The Owner authorizes the Broker to accept compensation in connection with the leasing of the Property directly from the lessee, who may also be deemed a client of the Broker.

The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

#### MLS ADDENDUM

☒ Check if Applicable

In order to introduce other brokers to the Property and solicit their assistance in procuring a lessee, the Broker may arrange to have this listing distributed through any multiple listing service ("MLS") to which the Broker has access. Any data regarding the Property submitted by the Broker to an MLS shall be verified by the Owner. Such data, together with any other information provided to or obtained by the Broker with respect to the Property, may be disclosed to prospective lessees and other brokers and may be included in all listings, comparable books and other materials distributed by the MLS either before or after the term of this listing or the leasing of the Property. If the following space is checked ☒, the Broker is further authorized to place a lock box on the Property in order to facilitate entry by cooperating brokers and others authorized to examine the Property.

WITNESS the execution hereof under seal as of the day and year first above written.

Compass

Broker

By Rhonda Livingston

Rhonda Livingston

Its Broker Associate

Title (duly-authorized)

Sachchidanand Jha

Owner Sachchidanand Jha

Owner (Spouse)

Under the Code of Ethics and Standards of Practice of the National Association of Realtors®, any Realtor® entering into a listing contract must advise the owner of:

1. The Realtor's® company policies regarding cooperation and the amount of any compensation that will be offered to subagents, tenant Agents and/or brokers acting in legally recognized non-agency capacities;
2. The fact that Tenant Agents or Brokers, even if compensated by the Listing Broker or by the OWNER, may represent the interests of TENANTS; and
3. Any potential for the Listing Broker to act as a Disclosed Dual Agent on behalf of the OWNER as well as the TENANT.



In case any provision of this agreement shall be deemed invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, leaving small margins at the top and bottom. There are no vertical margin lines, text, or other markings on the page.

# COMPASS

## GREATER BOSTON REAL ESTATE BOARD

### AGREEMENT FOR EXCLUSIVE RIGHT TO LEASE

(Residential Property)

Date: 05/15/2024

THIS AGREEMENT concerns the following property: 220 School St, Unit 2, Somerville, MA 02145  
(the "Property")

In consideration of the mutual covenants and agreement herein contained, the undersigned Owner hereby grants to the undersigned Broker the sole and exclusive right to lease the Property throughout the term commencing on 05/15/2024, and ending on 10/31/2023 (the "Listing Period"), subject to the following terms and conditions:

- I. The Broker shall use reasonable efforts to lease the Property at the rent and on any other terms and conditions specified in Schedule A, including (Check if Applicable):
  - ☒ placing appropriate signs on the property;
  - ☒ advertising the Property for rental; and
  - ☒ cooperating with other licensed real estate brokers (including the offer of compensation to tenant agents).
- II. The Owner shall refer all inquiries and offers regarding the leasing of the Property to the Broker and shall cooperate with the Broker in facilitating such leasing.
- III. The Broker shall earn a commission for its services hereunder with respect to the leasing of the Property if, during the Listing Period or within 2 months thereafter, a written lease agreement has been entered into between the Owner and a lessee introduced to the Property by anyone prior to the expiration of the Listing Period. Notwithstanding the foregoing, no commission shall be payable on account of any such lease agreement entered into after the Listing Period with the participation of a licensed broker to whom the Owner is obligated to pay a fee under the terms of a subsequent exclusive listing agreement.

**Once a written proposal or offer to lease the Property has been accepted in writing and a transaction is pending, the Broker shall have no obligation to present further proposals or offers to the Owner.**

- IV. The Broker's commission with respect to such lease agreement shall be as follows: Equal to (1) month rental rate. Paid by tenant. Said commission shall be payable in full upon the execution by both parties of such lease agreement.
- V. In addition to its commission, the Broker shall be entitled to reimbursement of any expenses set forth in Schedule A within twenty (20) days after billing from time to time accompanied by copies of invoices evidencing such expenses.
- VI. The Owner understands and agrees that the Property will be marketed for lease in compliance with all applicable fair housing laws.
- VII. The Owner authorizes the Broker to accept compensation in connection with the leasing of the Property directly from the lessee, who may also be deemed a client of the Broker.

The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

#### MLS ADDENDUM

☒ Check if Applicable

In order to introduce other brokers to the Property and solicit their assistance in procuring a lessee, the Broker may arrange to have this listing distributed through any multiple listing service ("MLS") to which the Broker has access. Any data regarding the Property submitted by the Broker to an MLS shall be verified by the Owner. Such data, together with any other information provided to or obtained by the Broker with respect to the Property, may be disclosed to prospective lessees and other brokers and may be included in all listings, comparable books and other materials distributed by the MLS either before or after the term of this listing or the leasing of the Property. If the following space is checked ☒, the Broker is further authorized to place a lock box on the Property in order to facilitate entry by cooperating brokers and others authorized to examine the Property.

WITNESS the execution hereof under seal as of the day and year first above written.

Compass

Broker

By Rhonda Livingston

Rhonda Livingston

Its Broker Associate

Title (duly-authorized)

Sachchidanand Jha

Owner Sachchidanand Jha

Owner (Spouse)

Under the Code of Ethics and Standards of Practice of the National Association of Realtors®, any Realtor® entering into a listing contract must advise the owner of:

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3. Any potential for the Listing Broker to act as a Disclosed Dual Agent on behalf of the OWNER as well as the TENANT.



## ADDENDUM

Notwithstanding anything to the contrary contained herein, upon the expiration of the Listing Period, the term of this listing agreement shall continue month to month unless one party gives the other thirty (30) days prior written notice.

In case any provision of this agreement shall be deemed invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## Re: Somerville Condo Conversion - 220 School Street

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From: Sachida Jha (sjha21@yahoo.com)

To: jga1999@gmail.com

Cc: saraharribasplata@yahoo.com; rhonda.livingston@compass.com; manganarojoshua@gmail.com; cknapp.crew@gmail.com; groh.jenna@gmail.com; tjo9@me.com; sntian18@gmail.com

Date: Saturday, May 18, 2024 at 09:07 PM GMT+5:30

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Hi John,

Thank you for your readiness to help. I am including Joshua in this email so he can respond you about the time slot and advance intimation. I am not sure if his visit will be at all useful unless he gets to see all the floors.

The planned condo conversion will not begin during your current lease. Therefore, it would not affect you.

Thank you,  
Sachida

---

Dr. Sachchidanand Jha, Triple Master's, LL.B., Ph.D.  
9760 Keeneland Row, La Jolla, CA 92037  
Past affiliations: Indian Forest Service, Univ. of Massachusetts-Boston

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On Saturday, May 18, 2024 at 08:36:48 PM GMT+5:30, John Anderson <jga1999@gmail.com> wrote:

Hi Sachida, I can make either of those days work provided it is 8:30-9am and I know which day in advance, I need coordinate with work to block out the time. Sorry for the delayed response.

Regarding the broader condo conversion conversation, can you provide more context on this? I am interested to know how this may affect us, and this is the first I am hearing of it.

Thanks,  
Jack

On May 17, 2024, at 1:11 PM, Sachida Jha <sjha21@yahoo.com> wrote:

Hi Chris and all,

Condo conversion is a complicated process in Somerville.  
The work is tied up with several things, including city's departments.  
We will adjust the process to the residents' convenience, but please let Joshua begin as per his plan.