

Offered by Councillors SAM YOON and FELIX D. ARROYO

CITY OF BOSTON



IN THE YEAR TWO THOUSAND SIX

AN ORDINANCE REGARDING  
RESIDENTIAL DWELLING UNITS  
IN THE CITY OF BOSTON

*WHEREAS*, The municipal police power authorizes the City of Boston to enact legislation toward the furtherance of the public health, safety, and welfare; and

*WHEREAS*, The City of Boston is empowered to issue, at its discretion, building permits, licenses, and other similar dispensations to those who request them; and

*WHEREAS*, In granting a bid, permit, or license, the City of Boston may attach such conditions and safeguards as it deems necessary; and

*WHEREAS*, The commitment and dedication to community by tenant organizations contributes significantly to the security and stability of neighborhoods in the City of Boston; and

*WHEREAS*, Participation by tenants through effective tenant organizations is beneficial to creating a secure living environment in rental housing, including its good physical condition, cleanliness, safety, proper maintenance, security, energy efficiency, control of operating costs, and minimization of illegal activity; and

*WHEREAS*, The positive externalities of such work by tenant organizations contributes significantly to increases in property value; and

*WHEREAS*, Stable neighborhoods with secure, long-term tenants benefit the City as a whole; and

*WHEREAS*, A cooperative working relationship with open channels for dialogue benefits landlords, tenants, and neighborhoods; and

*WHEREAS*, Collectively negotiated resolutions of landlord-tenant disputes facilitate dialogue while fostering stability and security in furtherance of the public health and safety.  
*NOW THEREFORE*,

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

CBC Chapter IX is hereby amended by appending CBC 9-13 as follows:

9-13.1 Statement of Purpose and Policy.

In furtherance of public safety and neighborhood quality, and in accord with the municipal power over licensing and permitting, a Covered Landlord's willingness to collectively bargain with a Recognized Tenant Organization, or lack thereof, shall be a factor to be considered by the municipal departments, boards, and offices of the City of Boston.

The City of Boston, through adoption and implementation of these sections, empowers the Rental Housing Resource Center, as described herein, to facilitate and encourage collective bargaining because such practices foster a heightened sense of community, reduce crime, and increase the cleanliness of affected properties, thus enhancing public health and public safety.

9-13.2 Definitions.

Unless specifically indicated otherwise, these definitions shall apply and control in CBC 9-13.

(a) *Agency* shall mean the Department of Neighborhood Development, the Boston Redevelopment Authority, the Inspectional Services Department, the Licensing Board, and/or other municipal department, board, or office of the City of Boston.

(b) *Building* means any structure containing one (1) or more dwelling unit(s), provided that two (2) or more adjoining such structures under common legal or beneficial ownership shall constitute a single building.

(c) *City* means the City of Boston.

(d) *Covered Landlord* means any landlord who either (i) has a legal or beneficial ownership interest in any Building located in the City of Boston that contains ten (10) or more residential dwelling units or (ii) has a legal or beneficial ownership interest in a total of ten (10) or more residential dwelling units located in the City of Boston and does not him- or herself maintain his/her primary residence in the City of Boston or (iii) has a legal or beneficial ownership interest in a total of twenty (20) or more residential dwelling units located in the City of Boston and maintains his/her primary residence in the city of Boston.

(e) *Dwelling Unit* means the part of a building that is used as a home, residence, or sleeping place by one (1) or more persons who maintain a household.

(f) *Independent Panel Investigator or IPI* means the independent panel investigator commissioned by the RHRC.

(g) *Landlord* means the individual or entity that holds title or control of any residential dwelling unit or Building including, without limitation, a partnership, corporation, limited liability company, limited liability partnership, condominium association, or trust. The rights and duties of the landlord hereunder shall also be the obligation of anyone who manages, controls, or customarily accepts rent on behalf of the landlord.

(h) *Recognized Tenant Organization* shall mean an association of the tenants of a Covered Landlord that —

- (i) is and will be representative of the residents of a building owned by a Covered Landlord in that it includes as members at least one (1) or more adult representatives from more than fifty percent (50%) of the tenant households currently residing in such building, or is and will be representative of the residents of a number of buildings owned by a Covered Landlord in that it includes as members one or more adult representatives from more than fifty percent (50%) of the tenant households currently residing in each such building;
- (ii) does not impose unreasonable restrictions on participation by its members;
- (iii) is and will be governed by rules or by-laws that may be changed only by a majority vote of the residents present at a meeting for which there has been reasonable advance written notice to the residents;
- (iv) is and will be independent of management; and
- (v) is sanctioned by the City of Boston Rental Housing Resource Center as having met the above requirements.

(i) *RHRC* means the Rental Housing Resource Center of the City of Boston

(j) *Substantial Alteration to the Terms of Tenancy or Substantial Alteration* includes, without limitation, rent increases; terminations of tenancy, non-renewals of leases, or evictions; conversions from landlord-paid utilities to tenant-paid utilities; conversions of residential units to non-residential use; conversions of rental housing to cooperative housing or condominiums; major capital additions; pre-payment of loans; and terminations or non-renewals of subsidy contracts.

(k) *Tenant* means a tenant, subtenant, lessee, sub-lessee, or other person, entitled under the terms of a rental housing agreement or by law to the use and occupancy of a residential dwelling unit.

#### 9-13.3 Approval of Permits and Licenses.

Whenever a Covered Landlord who has been cited with a Non-Compliance Letter pursuant to 9-13.7(b) and which Non-Compliance remains in effect (i) submits a bid in response to requests for proposals or sale of public land or (ii) applies for a building permit or (iii) applies for a business license, the Recognized Tenant Organization representing such Covered Landlord's tenants shall be notified promptly of the Covered Landlord's bid or application.

The existence of a pending Non-Compliance Letter shall operate to deem such bid or application as incomplete until such Non-Compliance Letter is rescinded in accordance with these sections. A Covered Landlord may complete such bid or application by demonstrating, through clear and

convincing evidence, that (i) if at any time after the Non-Compliance Letter has been issued that RHRC has determined that a Covered Landlord has taken sufficient steps to rectify the material violation and its effects and issued a rescission or (ii) there have been material changes to the Covered Landlord's circumstances such that maintaining the incomplete status would result in undue hardship to the Covered Landlord as certified by RHRC.

An Agency passing determination on a Covered Landlord's bid or application shall not disturb any factual findings of an Independent Panel Investigator without a showing by the Covered Landlord of clear error demonstrated by a preponderance of the evidence.

#### 9-13.4 Decertification of Tenant Organizations.

If a Recognized Tenant Organization no longer meets the requirements for recognition set forth in these sections, RHRC may, upon review of a written request by an interested party, rescind its recognition of the organization whereupon the organization shall no longer be entitled to the benefits or operations of these sections.

#### 9-13.5 Protected Activities.

No Covered Landlord or his/her agent(s) may prohibit or hinder efforts by tenants and tenant organizers to conduct the following activities related to the establishment or operation of a Recognized Tenant Organization:

- (a) distribution of leaflets in lobby and other common areas;
- (b) placing leaflets at or under the door of any tenant(s);
- (c) initiating contact with any tenant(s);
- (d) surveying any tenant(s) door-to-door in an effort to ascertain interest in establishing a Recognized Tenant Organization and to offer or supply information about tenant organizations;
- (e) posting a reasonable amount of information on bulletin boards;
- (f) assisting the participation of any tenant(s) in Recognized Tenant Organization activities;
- (g) convening regularly scheduled Recognized Tenant Organization meetings in a space on-site and accessible to tenants, including any common areas of the Building, in a manner that is fully independent of the Covered Landlord or his/her agent(s). Recognized Tenant Organizations shall conduct such meetings in a manner that does not disturb the quiet enjoyment of residents of such Building. In order to preserve the independence of Recognized Tenant Organizations, representatives of the Covered Landlord shall not attend such meetings except at the written invitation of an organizer or leadership of the Recognized Tenant Organization for specific meetings to discuss a specific issue or issues; and

(h) formulating, by any tenant(s), proposals or responses concerning grievances about the terms of a tenancy, the conditions of a tenancy, or a Landlord's effort to impose any Substantial Alteration to the Terms of Tenancy.

Covered Landlords and their agents shall permit any tenant(s) and tenant organizers to conduct other reasonable activities related to the establishment or operation of a Recognized Tenant Organization. Covered Landlords and their agents shall not require any tenant(s) or tenant organizers to obtain permission before engaging in the activities delineated in these sections.

#### 9-13.6 Collective Bargaining.

(a) *Collective bargaining.* Whenever a Covered Landlord proposes to make a Substantial Alteration to the Terms of Tenancy or otherwise proposes any changes that will affect the rights, status, duties, or welfare of any tenant(s) in their dwelling units or whenever a Recognized Tenant Organization has a grievance about the terms or conditions of the tenancy of any of its members, the Recognized Tenant Organization may file a written request with RHRC to convene a collective bargaining meeting between the Covered Landlord and the Recognized Tenant Organization to discuss the proposal or grievance.

(b) *Initiation of meeting.* Upon receipt of a request for a collective bargaining meeting, a representative of the RHRC shall determine a date, time, and place mutually convenient to the Covered Landlord and the Recognized Tenant Organization and shall notify each party in writing of such date, time, and place at least seven (7) business days before the meeting. Attached to the notification shall be a document outlining the purpose and ground rules for collective bargaining meetings, the range of possible outcomes of collective bargaining meetings, the meaning of good faith negotiation, and the potential consequences of failing to engage in good faith negotiation, including procedures for investigation and sanction. The notification shall also include a brief statement of the mandate and work of the RHRC, contact information for the RHRC, and a brief biographical description of the RHRC representative assigned to facilitate the collective bargaining meeting.

(c) *Availability and copies of documents.* The Covered Landlord shall permit a Recognized Tenant Organization to inspect all written policies, procedures, rules, regulations, leases, and other forms in use by the Covered Landlord in preparation for the collective bargaining meeting. The Recognized Tenant Organization may make written request copies of documents, and the Covered Landlord shall not charge for these copies so long as the request for copies is reasonable in number, reasonable in scope, and not duplicative of prior requests by the same Recognized Tenant Organization. The Recognized Tenant Organization shall provide to the Covered Landlord written information in its possession that it plans to present in the Collective Bargaining Meeting. Personal information of individual tenants, which is not public, shall not be made available by either the Covered Landlord or the Recognized Tenant Organization without written permission of such individual tenant(s). The Covered Landlord and the Recognized Tenant organization shall make available to the RHRC representative all documents that are planned to be presented at the collective bargaining meeting and shall provide these documents to the RHRC representative at least one (1) business day prior to their respective individual preparation meetings with the RHRC representative.

(d) *Individual preparatory.* Upon scheduling the collective bargaining meeting, the RHRC representative shall contact the designated representatives of the Covered Landlord and the Recognized Tenant organization to schedule individual preparatory meetings for each. The individual preparatory meetings shall occur at least four (4) business days prior to the scheduled Collective Bargaining meeting and may be conducted in person or by phone, as mutually convenient for the RHRC representative and the respective party. At the individual preparatory meetings, the RHRC representative shall review the goals and ground rules for the collective bargaining meeting; the range of possible outcomes of Collective Bargaining meetings, the meaning of good faith negotiation, and the potential consequences of failing to engage in good faith negotiation. The RHRC representative shall explore the interests of both parties and explore ways that the interests of both parties might be met through a collective bargaining agreement or other options. Issues discussed and information shared at the individual preparatory meeting shall not be disclosed or discussed by the RHRC representative with the other party unless the RHRC representative has the express written consent of that party.

(e) *Option to request further communication.* The RHRC representative may request further communication with either or both parties prior to the collective bargaining meeting; neither party, however, is obligated to communicate further with the RHRC representative prior to the collective bargaining meeting and any such refusal shall not be deemed, considered, or reflected adversely or negatively on the refusing party.

(f) *Preparation of agenda.* Upon conclusion of the individual preparatory meetings, the RHRC representative shall provide a proposed written agenda for the collective bargaining meeting to both parties. The agenda shall be delivered to the Covered Landlord and Recognized Tenant organization representatives at least three (3) business days prior to the scheduled collective bargaining meeting. The agenda shall include issues to be discussed, documents to be reviewed, start time for the meeting, and anticipated concluding time for the meeting. A copy of the standard ground rules for collective bargaining meetings and contact information for the RHRC representative shall be attached to the written agenda. Although not required, the Covered Landlord and the Recognized Tenant Organization may propose additional agenda items for the meeting by a writing received by all parties no later than two (2) business days prior to the meeting. The final determination of the agenda shall be made at the beginning of the collective bargaining meeting. In the event that the Recognized Tenant organization and Covered Landlord representatives are unable to reach agreement on the agenda, the RHRC representative shall determine the agenda.

(g) *Reasonable opportunity to be heard.* The Recognized Tenant Organization shall be given reasonable opportunity at the meeting to make known any objection to the Covered Landlord's proposed Substantial Alteration(s) to the Terms of Tenancy or any grievance about the conditions of tenancy in any dwelling unit. The Covered Landlord shall be given reasonable opportunity at the meeting to present data and documentation that evidence operating costs, profit margin, physical conditions of the building, physical needs of the building, market conditions, and/or any other information relevant to the proposed Substantial Alteration or to the objection or grievance put forth by the Recognized Tenant Organization.

(h) *Facilitation services.* The RHRC representative who conducted individual preparatory meetings with the parties shall facilitate discussion at the collective bargaining meeting and make available the use of any room or other available space appropriate for such

meetings. The RHRC representative shall act and proceed in a neutral manner. The RHRC representative's primary function shall be as a facilitator, including, without limitation, assisting communication between the parties, clarifying issues through questions and restatement of issues, summarizing points of agreement and disagreement, and, when appropriate, identifying options for consideration by the parties. The RHRC representative shall have no authority to make any decisions regarding the issues under discussion.

(i) *Meeting summary.* Upon the conclusion of the collective bargaining meeting, the RHRC representative shall prepare a brief written report including, without limitation, a summary of the issues discussed at the meeting, any agreements reached as a result of the process, and specific actions that either party has committed to take subsequent to the meeting. The RHRC shall circulate that summary in draft form to the Recognized Tenant organization and to the Covered Landlord representatives within three (3) business days of the conclusion of the meeting. The Recognized Tenant organization and Covered Landlord representatives shall have three (3) business days to provide written comment on the summary to all parties. The RHRC representative shall finalize the summary within (3) business days of receipt of written comments and shall have final authority to determine the content of the summary. The summary shall include the dates of any individual preparatory meetings and shall have all of the documents provided at the collective bargaining meeting appended to it, and, as such, the summary shall form the permanent record of the matter. The RHRC representative's personal notes shall not be deemed or considered to be part of the record and shall not be available for use by any other agency or legal proceeding. The RHRC representative shall not be required to testify in any subsequent legal proceeding regarding the issues raised in the case.

(j) *Landlord's duty to bargain in good faith.* The Covered Landlord shall give attention to and reasonable consideration to the concerns raised by a Recognized Tenant Organization and attempt in good faith to resolve such concerns, including by considering tenants' interests in security, stability, affordability and adequate living conditions and taking into account duration of individual tenancies, age of tenants, tenants' household incomes, tenants' or family members' disabilities, and tenants' family compositions, and weighing these factors with the interest in maintaining a reasonable profit margin. No Covered Landlord shall be compelled to agree to any proposal or to make any concession provided such Covered Landlord conducts the collective bargaining process with an open and fair mind as well as a sincere effort to meet the interests of the persons represented by the Recognized Tenant organization, while meeting the Covered Landlord's own interests.

(k) *Tenant organization's duty to bargain in good faith.* The Recognized Tenant Organization shall give attention to and reasonable consideration to any concerns raised by the Covered Landlord and attempt in good faith to resolve its disputes with the Covered Landlord, including by considering the Covered Landlord's costs in operating, maintaining, and improving the Building, the dwelling units, and the common areas of the Building, as well as recognizing the right to a reasonable profit. No Recognized Tenant Organization shall be compelled to agree to any proposal or to make any concession provided such Recognized Tenant Organization conducts the collective bargaining process with an open and fair mind as well as a sincere effort to meet the interests of the Covered Landlord, while meeting the interests of the persons represented by the Recognized Tenant Organization.

(l) *Voluntary collective bargaining.* Nothing in these sections shall be construed to preclude Covered Landlords and Recognized Tenant Organizations from bargaining with each other on a voluntary basis outside of the procedures established by these sections.

(m) *Negotiating with unrepresented tenants.* Nothing in these sections shall be construed to preclude Covered Landlords from negotiating on an individual basis with a tenant who is not a member of a Recognized Tenant Organization.

(n) *Negotiation by member tenant.* No tenant who is a member of a Recognized Tenant Organization may negotiate with the Covered Landlord unless such tenant is a member of the negotiating team of the Recognized Tenant Organization and is negotiating on behalf of all member tenants.

#### 9-13.7 Investigations, Violations, Enforcement, Penalties.

Upon receiving a written complaint from any identifiable person that a Recognized Tenant Organization or a Covered Landlord has violated one (1) or more of the provisions of these sections, the RHRC shall commission an independent investigation, subject to the procedures set forth in this section, to determine the existence of violation(s). Covered Landlords determined by an independent investigation to have: interfered with the organizational and participatory rights of tenants, failed to meet with Recognized Tenant Organizations to engage in collective bargaining, failed to attempt in good faith to resolve disputes through the collective bargaining process, or committed any other material violation of these sections may be subject to the penalties delineated in this section. Recognized Tenant Organizations determined by an independent investigation to have: made frivolous or other unreasonable requests for collective bargaining, failed to attempt in good faith to resolve disputes through the collective bargaining process, or committed any other material violation of these sections may be subject to the penalties delineated in this section.

(a) *Independent Investigation Panel.* RHRC shall establish an independent panel of investigators to respond to alleged violations. Members of the panel shall be qualified by their knowledge of rental housing law and practice, skill and experience in independent fact-finding and arbitration/mediation, and independence of landlord and tenant interests. RHRC shall identify an initial list of panelists and circulate it to all Covered Landlords and Recognized Tenant Organizations for comment. RHRC shall be responsible for composing the panel, administering the panel, and compensating investigators. RHRC shall periodically, no later than every three (3) years, review and update panel membership and shall consider the conduct of panelists, the quality of reports, and comments received from Recognized Tenant Organizations and Covered Landlords at the time of membership updating.

(b) *RHRC Investigation and Hearing Procedure.* To commission an investigation, RHRC shall send written notice by certified mail to the Covered Landlord or Recognized Tenant Organization under investigation, advising such person or entity of: the investigation, the matters under investigation, the possibility of penalties in terms sufficient to put the party on notice of the conduct upon which penalties could be based, the procedures governing the investigation, and of the potential effect of adverse results. RHRC shall also name the individual Independent Panel Investigator. Within seven (7) business days after receipt of the notice of investigation and proposed sanctions, the respondent may submit to the Independent Panel Investigator, in person,

in writing, or through a representative, information and argument regarding the investigated conduct and/or the related penalties, as well as a request for a hearing. If the respondent does not contest the proposed penalties or request a hearing within the seven (7) day period, the IPI shall determine within thirty (30) calendar days of sending the above notice whether penalties shall be imposed. If the respondent requests a hearing, such hearing shall be conducted subject to the procedures set forth this sub-section and the IPI shall determine within thirty (30) calendar days of the hearing whether to impose penalties. In making that determination, the Independent Panel Investigator shall consider the factors listed in this section, as appropriate, along with any additional information or argument offered by the respondent or complainant.

(i) In determining whether a respondent Covered Landlord has committed a material violation of these sections and/or shall be subject to penalties for failing to attempt in good faith to resolve concerns of a Recognized Tenant Organization, the Independent Panel Investigator shall not consider as dispositive the fact that the Covered Landlord failed to agree to any particular proposal or to make any particular concession but shall consider only whether the Covered Landlord failed to approach the negotiation with an open and fair mind as well as a sincere effort to reach a common ground, as evidenced specifically by the: (A) extent of the Covered Landlord's failure to balance between its own interest in maintaining a reasonable profit margin and tenants' interests in security, stability, affordability, and adequate living conditions and (B) extent of the Covered Landlord's failure to give attention to and reasonable consideration to the duration of individual tenancies, age of tenants, tenants' household incomes, tenants' or family members' disabilities, and tenants' family compositions.

(ii) In determining whether respondent Recognized Tenant Organization has committed a material violation of these sections and/or shall be subject to penalties for using bad-faith bargaining tactics or making unreasonable requests for consultation, the Independent Panel Investigator shall not consider as dispositive the fact that the Recognized Tenant Organization failed to agree to any particular proposal or to make any particular concession but shall consider only whether the Recognized Tenant Organization failed to approach the negotiation with an open and fair mind as well as a sincere effort to reach a common ground, as evidenced specifically by the: (A) extent of the Recognized Tenant Organization's failure to balance between tenants' interest in long-term affordability, safety, security, and adequate living conditions and the Covered Landlord's interest in maintaining a reasonable profit margin and (B) extent of the Recognized Tenant Organization's failure to give attention to and reasonable consideration to the Covered Landlord's costs in operating, maintaining, and improving the Building, the dwelling units, and the common areas of the Building, excluding those costs associated with payment of principal or interest on loans obtained in connection with the purchase (or refinancing) of the property.

RHRC shall promulgate a fair, reasonable, and efficient procedure to be utilized by Independent Panel Investigators for conducting investigations, holding hearings, and making determinations regarding violations and penalties.

(c) *Non-Compliance Letter for Landlords.* Any Covered Landlord whom the IPI has determined to have committed a material violation of these sections shall be served by certified mail a Non-Compliance Letter by the RHRC. Such Non-Compliance Letter shall be recorded and placed in the Covered Landlord's file at the following agencies of the city of Boston: RHRC, the Department of Neighborhood Development, the Boston Redevelopment Authority, the

Inspectional Services Department, and the Licensing Board. Such Non-Compliance Letter shall be forwarded to the Zoning Board of Appeal. Such Non-Compliance Letter shall remain in effect and in the Covered Landlord's file at the aforementioned agencies for a period of twelve (12) calendar months upon a finding by an IPI of a material violation. If a Covered Landlord who has been cited at any time in the past with a Non-Compliance Letter is subsequently found by an IPI to have committed a second material violation, the RHRC shall issue a second Non-Compliance Letter; and that Letter shall be recorded and placed in the Covered Landlord's file at the aforementioned agencies and shall remain in effect for a period of twenty-four (24) calendar months. If a Covered Landlord who has been cited at least twice in the past by an IPI with Non-Compliance Letters is subsequently found by an IPI to have committed another material violation, the RHRC shall issue a further Non-Compliance Letter; and that Letter shall be recorded and placed in the Covered Landlord's file at the aforementioned agencies and shall remain in effect for a period of thirty-six (36) calendar months.

(d) *Rescission of Non-Compliance Letter for Landlords.* If at any time after a Non-Compliance Letter has been issued pursuant to this section on a Covered Landlord that an IPI has determined to have committed a material violation of these sections, such Covered Landlord may petition RHRC for the rescission of such sanctions by demonstrating that it has taken sufficient steps to rectify the effects of the material violation. If, after receipt of such petition, RHRC determines that such Covered Landlord has rectified the material violation and its effects, RHRC shall rescind the Non-Compliance Letter that it issued and shall direct the agencies with which such Letter was filed to remove the Letter from the Covered Landlord's file.

RHRC shall promulgate a fair, reasonable, and efficient procedure to be utilized for making determinations regarding the rescission of Non-Compliance Letters; provided, however, that in the case of a Covered Landlord cited for failure to engage in collective bargaining with a Recognized Tenant Organization, rescission of a previously issued Non-Compliance Letter shall be automatic upon agreement by such Covered Landlord to engage in such collective bargaining.

(e) *Recognition of Landlords Who Engage in Successful Collective Bargaining.* Any Covered Landlord who executes an agreement with a Recognized Tenant Organization upon engaging in the collective bargaining process shall be recognized by RHRC, which shall issue a Collective Bargaining Agreement Letter. The Collective Bargaining Agreement Letter shall be recorded and placed in the Covered Landlord's file at the following agencies of the city of Boston: RHRC, the Department of Neighborhood Development, the Boston Redevelopment Authority, the Inspectional Services Department, and the Licensing Board. Such letter shall be forwarded to the Zoning Board of Appeal. The Collective Bargaining Agreement Letter shall remain in effect and in the Covered Landlord's file at the aforementioned agencies for a period of time equal to the duration of the collective bargaining agreement successfully negotiated by such Covered Landlord. Whenever a Covered Landlord who has been recognized with a Collective Bargaining Agreement Letter that remains in effect pursuant to these sections submits a bid in response to requests for proposals or sale of public land or applies for building permits or business licenses, the Collective Bargaining Agreement Letter shall be considered by the agency in determining the disposition of such bid or such application.

(f) *Citation to Recognized Tenant Organizations.* Any Recognized Tenant Organization that RHRC has determined to have committed a material violation of these sections

shall be served by certified mail a citation and for a period of twelve (12) calendar months shall cease to be recognized by RHRC and therefore not be eligible to engage in collective bargaining or otherwise enjoy the benefits of these sections. A Recognized Tenant Organization that has been cited at any time in the past by RHRC for having materially violated this Ordinance shall, if so cited for a second time by RHRC, cease to be recognized by RHRC for a period of twenty-four (24) calendar months. A Recognized Tenant Organization that has been cited at least twice in the past by RHRC for having materially violated this Ordinance shall, if so cited again by RHRC, cease to be recognized by RHRC for a period of thirty-six (36) calendar months.

(g) *Rescission of Citation to Recognized Tenant Organizations.* If at any time after a citation has been issued pursuant to this section on a Recognized Tenant Organization that RHRC has determined to have committed a material violation of these sections, such Recognized Tenant Organization may petition RHRC for the rescission of such citation by demonstrating that it has taken sufficient steps to rectify the effects of the material violation. If, after receipt of such petition, RHRC determines that such Recognized Tenant Organization has indeed rectified the material violation and its effects, RHRC shall rescind its temporary decertification of the Recognized Tenant Organization and such Recognized Tenant Organization shall again be eligible to engage in collective bargaining and otherwise to enjoy the benefits of these sections.

RHRC shall promulgate a fair, reasonable, and efficient procedure to be utilized for making determinations regarding the rescission of a citation.

(h) *Enforcement of Penalties in Housing Court.* HRC, any affected Recognized Tenant Organization, or Covered Landlord may seek to enforce any decision relating to material violations and/or penalties made by RHRC under these sections by application to the Boston Division of the Housing Court Department of the Trial Court of the Commonwealth of Massachusetts.

(i) *Limitations.* Nothing in this section empowers RHRC in any way to (i) limit a Covered Landlord's right to terminate the lease(s) of his tenant(s) or remove property from the rental market, insofar as such actions are taken in compliance with the existing lease(s) and applicable law, (ii) limit a Covered Landlord's right to remove property from the rental market in order to sell it, (iii) prescribe, set, or otherwise determine the terms and conditions of any tenancy or set of tenancies, (iv) restrict, limit, or otherwise cap the rent that a Covered Landlord may receive for any Building or dwelling unit(s) under his control, or (v) require a particular outcome for any given negotiation between a Covered Landlord and a Recognized Tenant Organization.

#### 9-13.8 Severability.

If any provision of these sections or the application of such provision to any person or circumstance shall be held invalid, the validity of the remainder of these provisions and the applicability of such provision to other persons or circumstances shall not be affected thereby. Nothing in this act shall be construed as exercising power to enact private or civil law governing civil relationships not incident to an exercise of an independent municipal power.

9-13.9 Sunset Provision.

The provisions of these sections shall terminate on the fifth (5th) anniversary of passage, provided, however, that the Boston City Council, upon determination and declaration that the need for these provisions continues to exist, may extend the act for five (5) year periods thereafter.

9-13.10 Implementation.

The provisions of these sections shall be effective immediately upon passage.