

Tenant Association Registration and Notice

Section I. Tenant Association Registration

Name of Tenant Association: _____

Date of Incorporation: _____

Address of Property: _____

Primary Contact Information of Tenant Association Representative

Name: _____

Mailing Address: _____

Email Address: _____

Telephone Number: Daytime _____ Cell _____

Property Information

Total Number of Rental Units in Building(s) _____

Total Number of Occupied Rental Units _____

Total Number of Rental Units Represented in Application _____

Has the Tenants Association received a written notice of intent to sell of the rental property from the current property owner(s)? Yes _____ No _____

If yes, please note the date the notice was received by the tenants. (Please attach a copy of the notice of intent to sell): _____

If the Tenants Association received a written offer of sale of the rental property from the current property owner, please note the date the offer was received by the tenants. (Please attach a copy of the notice of offer): _____

Members of the Tenants Association must be on the last lease given to the tenant by the owner/agent. The listing must include the name of the tenant, signature, unit number, and in cases where more than one building is located on the property, the number of the building

III. Summary of Tenant Rights

Notice of Sale

- For residential properties of 5 or more units, owners must provide written notice (including this posting) of any potential sale to the tenant association, or to each tenant if no association exists, and to the Department of Housing at least 60 days before listing or offering the property for sale.
- For residential properties of 4 units or fewer, owners must provide the same written notice at least 30 days prior to listing or offering the property for sale.
- If the owner receives and accepts an offer from a third party to purchase the property, the owner must promptly provide notice of the offer to the tenant association, or to each tenant, if no association exists. Any third-party purchase agreement is contingent upon the tenants' right of first refusal.

Information Provided to Tenants

- After the owner's notice of intent to sell, the tenants or the tenant association can request the following information from the owner:
 - (1) The most recent rent roll, including each unit number and the monthly rent charged for each unit;
 - (2) a list of vacant apartments, and a statement of the rental property's vacancy rate during the preceding 12 months"
 - (3) the income and expense report for the 12-month period prior to the notice, including capital improvements, real property taxes and other municipal charges;
 - (4) architectural and engineering plans and specifications;
 - (5) Any third party purchase agreements and information regarding the property's financial condition

Tenants' Right of First Refusal

- For properties with 5 or more units, tenants have 90 days from the receipt of the owner's notice to form a tenant association and exercise their right of first refusal. They must provide written notice of the tenant association's existence and their intent to purchase the property, along with a deposit, to the owner and the Department of Housing.
- For properties with 4 units or fewer, tenants have 15 days from receipt of the owner's notice to form a tenant association and exercise their right of first refusal, following the same process of providing written notice and a deposits
- For properties with 5 or more units, the tenant association has 120 days from the date of notifying the owner to conduct due diligence and secure financing. For properties with 4 units or fewer, the tenant association has 45 days for the same purpose. At the end of these periods, the owner will proceed with the sale of the property to the tenants.

Tenants May Assign Right of First Refusal

- The tenant association may assign their rights to another party whether private or governmental. The tenant association shall give the owner written notice within 10 days of entering into such written agreement

Tenants' Obligation

- Property purchased by a tenant association using public funds shall be maintained as rent-restricted affordable housing for no less than 30 years.
- If the tenant association does not exercise its right of first refusal by the deadline, terminate the contract as allowed, or defaults (unless both parties mutually default), it will lose that right. In this case, the owner may sell the property to the third-party buyer specified in the purchase agreement. If the sale to that buyer does not go through for any reason, or if there are significant changes to the sale terms, the tenant association's right of first refusal will be reinstated.

Owner Prohibitions

- The owner may not require the tenant association to prove financial ability before entering into a contract
- The owner shall not request, and a tenant may not grant, a waiver of this right of first refusal.
- The owner may not require the tenant association to pay a deposit of more than 5% of the contract sales price before entering into a contract. The owner must refund the deposit in the event of a good faith failure of the tenant association.

Non- Disturbance of Tenants

- An owner shall not disturb any tenancy, other than for a just cause eviction, during the time periods set forth in these rules
- If the tenant association waives its right of first refusal and the owner sells the property to a third-party purchaser, then the purchaser shall allow current tenants to remain in their respective dwelling until the longer of six months from the effective date of sale or until each tenant's lease expires. The purchaser may relocate such tenants to comparable units with comparable rents

In the Event of An Owner Violation

- Owner will be fined \$200-\$1000 per day for each offense. Each day that a violation continues is a separate offense to which a separate fine will apply

Tenant Remedy

- Any aggrieved person, including but not limited to any tenant or tenant association, may enforce this ordinance by means of civil action.

Section IV.

Tenant Association Notice

Tenant Association Name: _____

Date: _____

Address: _____

City, State, Zip Code: _____

Email Address: _____

Phone Number: _____

To:

Property Owner's Name: _____

Owner's Address: _____

City, State, Zip Code: _____

Subject: Tenant Association Notice

Dear [Owner's Name (s)],

We, the members of the _____ [Tenant Association Name], hereby notify you of our organizing as tenant association representing the tenants of _____ [Property Address]. This notice is being provided in accordance with the rights granted to us under the tenant opportunity to purchase block (606) District Pilot Program {Mun. Code Ch 5-11}.

Association Details

Name of Tenant Association: _____

Property Address: _____

Tenant Association Representatives Contact Information:

Primary Contact Name: _____

Email: _____

Phone Number: _____

Secondary Contact Name: _____

Email: _____

Phone Number: _____

We are writing to express our intention to exercise our right of first refusal regarding the potential sale of the property, as outlined in our lease agreements and regulations as part of the Northwest Perseveration Ordinance. Please consider this notice as our formal declaration of interest.

We request that you keep us informed of any future actions regarding the sale of the property and provide us with all relevant documentation as required by law.

Thank you for your attention to this matter. We look forward to your prompt response.

Sincerely,

Signature

Primary Representative Name

Position, if applicable

Tenant Association Name

Signature

Secondary Representative Name

Position, if applicable

Tenant Association Name