



# CITY OF CAMBRIDGE

678 MASSACHUSETTS AVENUE  
CAMBRIDGE, MASSACHUSETTS 02139

TEL 498-9077

RENT CONTROL BOARD

D. MARGARET DRURY, EXECUTIVE DIRECTOR

## MEMORANDUM

TO: Robert W. Healy, City Manager  
FROM: DMD Margaret Drury, Executive Director  
DATE: June 16, 1987  
RE: 67 Hammond Street

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I understand that the City Council had questions about the Rent Control Board case for 67 Hammond Street. For your information, I am attaching a copy of the hearing report and notice of ruling. The Rent Control Board decision has been appealed to the Cambridge District Court so that the matter is now pending in the Court. Thus, any concerns which the owners may have about the correctness of the Board's prior determination will be resolved in the normal and appropriate manner by the Court.

Please note that the Board was not able to set legal maximum rents for the property on the information it had before it. Therefore, the owners were requested to submit rental history information within 21 days of the Board's decision. After waiting more than 2 months for this information, a letter was sent to the owners requesting this information. As is usual in our communication to one party in a case, copies were sent to the other parties, i.e., the tenants in this case. A copy of the letter is enclosed.

Re: 67 Hammond Street

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6/16/87

This information has not yet been received by the Board. As the letter notes, without some information as to rental history and/or the availability of rental history, legal maximum rents cannot be determined. The Rent Control Board is willing to convene another hearing on the issue of legal maximum rents to attempt to resolve the issue of the legal maximum rents.



# CITY OF CAMBRIDGE

678 MASSACHUSETTS AVENUE  
CAMBRIDGE, MASSACHUSETTS 02139

TEL 498-9077

April 30, 1987

RENT CONTROL BOARD

D. MARGARET DRURY, EXECUTIVE DIRECTOR

Glen A. Pu  
67 Hammond St.  
Cambridge, Mass. 02138

RE:SCF 87245

Dear Mr. Pu:


As you know, the Cambridge Rent Control Board at its meeting of February 11, 1986 voted by a 5-0 margin to find the property at 67 Hammond St. a seven (7) unit building. The Board also held that you were obligated to register the property and provide documentation regarding the rental history of the property (in order to enable the Board to set legal maximum rents) within twenty one days of the date of the Notice of Ruling (February 25, 1987).

To this date we have not received the information requested in the notice of ruling although the twenty one days have long since elapsed. Because we have not received the requested information it has not been possible to establish legal maximum rents for the units at 67 Hammond St.

You should be aware that the Rent Control Act establishes non-payment of rent as a ground for eviction of a tenant from a rent controlled unit but that the non-payment refers only to rent to which the owner is lawfully entitled. In a rent controlled situation, the rent to which the owner is lawfully entitled must be lawfully set at a level at or below the legal maximum for the unit. Be advised that the Board may not be able to entertain an application for certificate of eviction for non payment of rent in a case where tenants were paying no rent but where there was no legal maximum rent set for the unit, especially where the lack of a legal maximum was due to the owner's failure to comply with a Board order demanding information.

For the sake of both owners and tenants and in order to fulfill its mandate, the Board has a strong interest in establishing legal maximum rents for all rent controlled units.

Sincerely,

  
Patrick DeTemple  
Deputy Counsel

cc: occupants



# CITY OF CAMBRIDGE

678 MASSACHUSETTS AVENUE  
CAMBRIDGE, MASSACHUSETTS 02139

TEL 498-9077

RENT CONTROL BOARD

D. MARGARET DRURY, EXECUTIVE DIRECTOR

DATE: February 25, 1987

CASE #: SCF-87245

PROPERTY: 67 Hammond Street

## NOTICE OF RULING

(Please see Notice of Appeal Rights)

The Board at its meeting of February 11, 1987 voted by a 5-0 margin to affirm and adopt the findings and recommendation of Assistant Counsel Vivian Bendix in the above entitled case. Therefore, the Board ruled that 67 Hammond Street is a seven (7) unit building consisting of one (1) unit on the first floor, five (5) units on the second floor and one (1) unit on the third floor.

The Board also held that pursuant to Regulation Series 20, the owner is obligated to register the property and provide documentation regarding the rental history of the property (in order to enable the Board to set legal maximum rents) within twenty-one (21) days of the date of this Notice.

PER ORDER OF THE BOARD

*Cheryl F. Donohue*

Cheryl F. Donohue  
Assistant Director

CFD/dc

cc: Registration file  
Computer  
Docket Clerk  
case file

## HEARING REPORT

Case #: SCF86245

Address: 67 Hammond Street

Hearing Date: October 1, 1986

Hearing Officer: Vivian Bendix, Assistant Counsel

### Persons Present:

Ken Clarke - Tenant, 2nd Floor #3

Gretchen Crowley, Tenant 1st Floor

Alan Janik - Tenant 3rd Floor

David Jenkins - Tenant 2nd Floor #5

Siri Olson - Tenant, 3rd Floor

Jonathan Strom - Tenant 3rd Floor

Glen Pu - Owner

K.C. Woodward - Owner's wife (attorney)

Kurt Haygood - SPIL - representative for Tenants Janik, Jenkins  
Olson and Strom.

### Issues:

What is the rent control status of the property?

How many units are there in the building?

If the property is subject to rent control:

why hasn't it been properly registered;

what are the legal maximum rents; and

have there been overcharges?

### Exhibits:

#### Tenant Exhibits

1. Deed conveying property from John C. and Margaret L. Crowley to Glen A-Wen Pu, dated and recorded 8/1/86 (2 pages).
2. Mortgage agreement between Glen A-Wen Pu, Mortgager and John C. and Margaret L. Crowley, Mortgagees, dated 8/1/86 (2 pages).
3. Tenancy at Will Agreement between Glen A-Wen Pu and David Jenkins, unexecuted, dated 8/2/86 (2 pages).
4. A. 1986 Renewal of Application for Lodging House License for 67 Hammond, dated 5/14/86.  
B. 1985-86 Application for a Lodging House License, dated 5/6/85.

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5. Housing Inspection Report, 67 Hammond Street dated 1973.
  6. Housing Inspection Report, 67 Hammond Street, dated 4/10/75.
  7. Letter from John R. Sennott, Jr., Chairman, City of Cambridge License Commission to John Crowley, dated 2/1/68.
  8. License Commission record of lodging house licenses granted for 67 Hammond Street, from 1928 - 1970.
  9. Letter from Glen (Pu) and K.C. (Woodward) to David(Jenkins) dated 8/26/86.
  10. Standard Form Apartment House, unexecuted, dated 9/1/86, (6 pages).
  11. Letter from Margaret L. Crowley to Kenneth Clarke dated 8/2/86.
  12. Postcard from Glen Pu to Mr. Clarke, dated 8/27/86.

Landlord Exhibits

1. Letter and check to Alan Janik from Glen A-Wen Pu dated 8/30/86
2. Letter from James Hanshaw, M. D., Univ. of Mass. Medical School, Office of Admissions, dated 8/24/84.
3. Letter from James Adler to Hearing Examiner, dated 9/29/86 (2 pages).
4. Cambridge Housing Resident Information Form, filed with Cambridge Rent Control Board on 10/19/76.
5. Lodging House License, 67 Hammond, dated 5/14/86 and effective through 5/1/87.
6. Housing Inspection Report and Order, 67 Hammond Street, dated 9/10/86.
7. Certificate of Inspection, issued by City of Cambridge, Inspectional Services Department on 5/20/86.
8. Homeowners Policy, issued to Glen A-Wen Pu for 67 Hammond, effective 8/1/86.
9. Lease between Glen A. Pu and John C. Crowley, dated 8/1/86 (2 pages)
- 10A. Check from Margaret L. Crowley to Glen A-Wen Pu dated 10/1/86.  
B. Check from Catherine Wright to John Crowley, dated 10/1/86.
11. Utility bills sent to Glen Pu at 67 Hammond, covering period from 8/18- 9/17/86.
12. Documents filed in No. 86E 0009-P1, Middlesex Probate Ct., Wesson v. Pu and Nipson dated 2/19/86 and undated (2 pages)
13. Letter from Richard A. Freedman to Glen A. Pu, dated 9/10/86

I. I EXPLAINED THE PURPOSE AND PROCEDURES OF THE HEARING AND ADMINISTERED THE OATH.

Summary of Testimony

II. Testimony of David Jenkins.

Direct

1. He has been a tenant at 67 Hammond Street, #5 since July 1985.
2. When he moved in, the property was owned by John Crowley. Mr. and Mrs. Crowley lived there for about four months of the year. They lived in Florida for the rest of the year.
3. He was a tenant-at-will.
4. His first rent was \$180, per month including heat and utilities. At some point his rent increased to \$185. On September 1, 1986 it increased to \$200.00
5. There are seven units in the building. There is one apartment on the first floor and one apartment on the third floor. There are five rooms on the second floor.
6. Gretchen Crowley, (Mr. and Mrs. Crowley's daughter) lives in the first floor apartment. Jonathan Strom and Siri Olson live in the third floor apartment.
7. The second floor occupants are:
  - Room 1 - Kathy Wright
  - Room 2 - Emily Scudder
  - Room 3 - Ken Clarke
  - Room 4 - Jim Adler
  - Room 5 - David Jenkins.
8. The tenants on the second floor are not roommates. They are tenants in five separate rooms.
9. The common facilities on the second floor are only a bathroom and a refrigerator.
10. There are locks on each of the bedroom doors.
11. The second floor tenants have separate mailboxes.
12. The second floor tenants do not share any expenses.
13. The tenants have had individual and independent tenancy agreements with the owner.

- 14. He signed a tenancy-at-will agreement, dated August 26, 1986, which refers to the subject premises as 67#5, consisting of one room. He received the document in his mailbox and sent it back to the new owner, Mr. Pu, after he had signed it. (Tenant Exhibit 3).
- 15. He also received a cover letter, dated August 26, 1986, with the tenancy-at-will agreement. It was addressed to David, #5. (Tenant Exhibit 3).
  - \*Note: Mr. Pu pointed out that the signature on the letter is not in his handwriting. Mr. Crowley wrote the letter and signed it for him per his instructions.
- 16. The second floor tenants have each moved in at different times.
- 17. Some tenants knew others before moving in. He knew James Adler.
- 18. The property has been licensed as a lodging house or rooming house since at least 1928. (Tenant Exhibits 4A+B, 7 and 8)
- 19. It has also been referred to as a lodging or rooming house in Housing Inspection Reports (Tenant Exhibits 5 and 6).
- 20. Mr. Pu has owned the property since August 1986.
- 21. The deed and mortgage indicate that Mr. Pu is the sole owner ( Tenant Exhibits 1 and 2).
- 22. In August, 1986 he received a note from the Crowleys' stating that there had been a change in ownership and instructing him to make his August rent check payable to Mr. Pu, the new owner.
- 23. He has not seen Mr. Pu living at the property.
- 24. He has seen Mr. Pu coming and going from the house next door, #65, where his family lives.
- 25. Since early September 1986, he has heard from some other tenants that Mr. Pu, who has late shifts as a resident, has spent some nights in #67.
- 26. He first learned that the building was not registered with Rent Control and should have been after the third floor tenants contacted the Rent Control Board about problems with the lease agreement they were being asked to sign and were told that the property should be registered.

- 27. Jonathan and Siri, the third floor tenants, talked to Mr. Pu after their call to the Rent Control Board, sometime between September 1 and 3, 1986.
- 28. After that conversation he first noticed Mr. Pu's name on a mailbox at #67 and heard that he was living in the building. Around the same time, in early September, he also heard from some other tenants that Gretchen Crowley was part owner of the property.

Cross

- 1. He received the documents submitted as Tenant Exhibits 4A&B, 5, 6, 7 and 8 from James Adler.
- 2. Mr. Adler is sympathetic to the Crowleys'. He knows that Mr. Pu has talked to him about the situation in the building.
- 3. He has not noticed Mr. Pu's car in the driveway.
- 4. He does not know who lived in the building in the 1960's and 1970's.

Examination by Hearing Officer

- 1. He has always paid rent independently.
- 2. He was never told that his rent would change in the event of a vacancy. There may have once been a vacancy for about a week; his rent didn't change.
- 3. Tenants on the second floor made separate arrangements with the Crowleys'. When he heard from Mr. Adler that a room was about to become available, he spoke with the Crowleys' about moving in.
- 4. Second floor tenants moved in and out at different times and independently of one another.
- 5. Each room has its own telephone jack and telephone. The phone numbers in each room are different.
- 6. He isn't sure who cleans the common bathroom; he never has. He thinks Kathy Wright or Gretchen Crowley clean it.
- 7. There are no kitchen facilities on the second floor, with the exception of a shared refrigerator which is provided by the owner.
- 8. The mail is delivered through a slot in the front door. Inside there are individual mailboxes for each tenant, which were set up by owner.

III

Testimony of Jonathan Strom

Direct

1. He has been a tenant-at-will in the third floor apartment since the last week in August, 1986.
2. He paid the prior tenant in the apartment rent for the last week in August.
3. Since September, 1986 he has paid his rent to Mr. Pu.
4. His rent is \$600 per month, including heat, utilities and furniture.
5. In late July he and Siri Olson reached a rental agreement with the Crowleys' and paid them a security deposit of \$300.
6. On about August 31, or September 1, 1986 he and Siri received a form lease in their mailbox. (Tenant Exhibit 10).
7. They decided not to sign the lease because certain terms differed from the agreement they had made with the Crowleys'. For instance, it seemed that their rent could go up. There was a penalty or discount in connection with the date that the rent is paid. Also, the rent could increase if the cost of utilities rose above a certain amount.
8. He immediately called the Rent Control Board when he noticed that Sec. 1(c) of the lease referred to rent control. He was told that the building seemed to be subject to rent control and was not registered.
9. Subsequently they spoke with K.C., the owner's wife. When they mentioned rent control she said that she didn't like their attitude and they shouldn't live in the building. She said she would talk to Mr. Pu about the situation.
10. They haven't been offered a new lease.
11. He agrees with Mr. Jenkins' testimony regarding the situation on the second floor.
12. He and Siri use the second floor hallway, off of which all the rooms are located, to get to their apartment.
13. Mr. Pu does not live at #67.
14. He has not seen Mr. Pu move in any furniture.
15. Mr. Pu's children do not live in #67.

- 16. He hasn't seen the Pu family coming from and going into #67. Occasionally he has seen them coming from and going into #65.
- 17. He has seen Gretchen Crowley coming from and going into #67.
- 18. Before the issue concerning rent control arose, Mr. Pu never spoke to him about not living in the third floor apartment. There was also no mention of Gretchen Crowley being a part owner of the property until his conversation with K.C. to which he referred earlier.

Cross

- 1. In July, 1986 he spoke with the Crowleys' about renting the third floor apartment. Gretchen was present during one of the conversations..
- 2. At the second meeting he gave Mr. Crowley the security deposit of \$300.
- 3. Mr. Crowley told him then that the house was being sold and that Gretchen would be living on the first floor and managing the property.
- 4. Mr. Crowley also instructed him to call the existing third floor tenant, Alan, to make arrangements to move in.
- 5. In August he spoke with Mrs. Crowley about the arrangements he had worked out with Alan to move in. She didn't tell him to check these arrangements with Mr. Pu.
- 6. She told him to pay his September rent to Mr. Pu.
- 7. He paid Alan \$147.50 for rent for the end of August.
- 8. He didn't think there was anything wrong about the arrangement. He was paying rent to someone other than the owner at the Crowleys' direction
- 9. He initially met Mr. Pu when he gave him the first rent check for \$900 on August 29, 1986.
- 10. One problem with the lease he and Siri were offered was the provision for a penalty or discount for paying rent after or on the first of the month. Mrs. Crowley had told him that the rent would be \$600. There was never any discussion of having to pay \$640 after the first of the month.
- 11. He intended to pay his rent on the first of each month.
- 12. K.C. told him that Mr. Pu had written the lease and that some parts were ambiguous and should be discussed.
- 13. She also told him that Gretchen was a part owner of the house.
- 14. Mr. Adler tried to talk him out of appearing at this hearing.

- 15. He did not tell Mr. Adler that he didn't have a copy of the lease.
- 16. He saw Mr. Pu in Mr. Adler's room, Mr. Adler said that Mr. Pu was visiting from next door.
- 17. There are two cars in the large driveway between #65 and #67 every night. One belongs to Gretchen and one belongs to the Pu family.
- 18. He does not know who lived in the building in the 60's and 70's.

Redirect

- 1. He had no doubt that Mrs. Crowley was acting at Mr. Pu's authority. He asked her about a lease and she responded that he didn't need a lease - it had been arranged with Mr. Pu.
- 2. He hasn't seen Mr. Pu coming from or going to the first floor apartment.
- 3. Gretchen's car is parked on the #67 side of the driveway and the Pu's car is parked on the #65 side.

IV

Testimony of Alan Janik

DIRECT

- 1. He lived in the third floor apartment from June, 1984 to August 1986.
- 2. He paid rent to the Crowleys' as follows:
 

|                             |   |
|-----------------------------|---|
| June-August 1984            | \$550, including heat, utilities and furniture. |
| September 1984- August 1985 | \$560   |
| September, 1985 -July, 1986 | \$575.  |
- 3. In August 1986, he made his rent check for \$575 payable to Mr. Pu per Mr. Crowley's instructions.

CROSS

- 1. He had a very good relationship with the Crowleys'. He exchanged small Christmas gifts with them. Once, when there was some damage to the apartment, Mr. Crowley repaired it at no charge. He also did favors for the Crowleys' such as taking out the garbage when they were away.

2. When he moved out of the third floor apartment a window was missing. In September 1986, Mr. Pu returned a part of the security deposit which had been retained for the window and offered him the opportunity to repair the window himself. A letter from Mr. Pu accompanied the check. It was not a cordial letter the tone was different from the Crowleys'.tone (Landlord Exhibit 1).
3. He moved out of the third floor apartment on August 23, 1986 and cleaned it out on the 24th.
4. He had a conversation with the Pus' in his apartment in early August, 1986. He didn't get the impression that the Pus'would do things differently from the Crowleys' or that there was any ill will.
5. He stated that he had recommended his apartment to Jonathan and Siri, referred them to the Crowleys' to whom he had mentioned the referral, and told them that there would be new owners. He doesn't recall that the Pus' said that Jonathan and Siri should contact them about moving in.
6. Katherine Frankel also lived in the apartment. He thinks she returned the keys to the Crowleys'.

REDIRECT

1. There is no connection between the letter submitted as Landlord Exhibit 1 and Gretchen Crowley.
2. He never paid rent to Gretchen.
3. He generally talked to Mr. Crowley about repairs, which were made by Mr. Crowley. When her parents were away, he would speak to Gretchen about repairs.
4. He didn't have the authority to allow someone to move into his apartment. Only the Crowleys'could do that.
5. He doesn't recall the date of his conversation with the Pus'.
6. He told Jonathan and Siri that the Crowleys' were selling and things would remain the same. He didn't say that at Mr. Pu's direction.

EXAMINATION BY HEARING OFFICER

1. He agrees with Mr. Jenkin's description of the rental arrangements on the second floor.
2. There were five separate rooms on that floor. The second floor occupants described their situation as rooms.
3. He knew those occupants. Some were friends.

V

Testimony of Ken Clark-----

DIRECT

1. He is the tenant in Room 3 on the second floor.
2. He first heard that the room was available from Mr. Jenkins, who told him to speak with the Crowleys' about renting it.
3. He spoke with Mrs. Crowley in late July 1986. She explained the living situation and told him that Mr. Pu would be the new owner. She offered him a tenancy-at-will for the academic year; he is a divinity student. She indicated that Gretchen would be on the first floor in a managerial capacity. She seemed to be acting as an agent for Mr. Pu.
4. She also mentioned that there was a problem with getting the existing tenant, Dave Mannier, out of the room.
5. He received a letter from Mrs. Crowley, dated August 2, 1986, confirming that the room was being reserved for him. It also stated that he could occupy one of the two bedrooms in the first floor apartment, where Gretchen would be living, if Mr. Mannier did not vacate Room 3 by the time of his (Mr. Clark's) arrival. In that case he would pay Mr. Pu the same rent, \$200 per month, as he would have to pay for Room 3. (Tenant Exhibit 11).
6. Subsequently he received a card from Mr. Pu, dated August 27, 1986, notifying him that his room was ready and requesting that he contact Mr. Pu or Gretchen Crowley upon his arrival. (Tenant Exhibit 12).
7. In mid-August, 1986, Mrs. Crowley gave him a formal lease While the original rental agreement he had made with her provided for a rent of \$200, the lease included a penalty/discount clause providing for a rent of \$240 if payment was made after the first of the month.
8. He signed the lease. Mrs. Crowley did not sign the lease. His impression was that Mr. Pu would sign it and she was acting on his authority.
9. He first paid his rent and a security deposit to Mr. Pu in September, 1986.
10. Several days ago he got a note from Gretchen Crowley instructing him to write rent checks to John Crowley. He had understood clearly from Mrs. Crowley that his lease was with Mr. Pu.

Examination by Mr. Haygood

- 1. In July, 1986, Mrs. Crowley told him that his rent would be \$200 per month. He only heard about the \$40 discount in August, 1986 when he received Mrs. Crowley's letter of August 2nd and then signed the lease in mid-August. At that time, Mrs. Crowley said that the Pus' had a mortgage and needed the rent on time. She also mentioned problems including late rental payments with Mr. Mannier.
- 2. The note he received from Gretchen a few days ago was the first indication that he should pay rent to the Crowleys'.
- 3. Mrs. Crowley had told him he could have a bedroom on the first floor apartment if Room #3 was not available in time. He assumed Mr. Pu would not be living in that first floor bedroom.

Examination by K.C. Woodward

- 1. Mrs. Crowley and Mr. Pu later made it clear that he wouldn't have to stay on the first floor because his room was available.

VI

Testimony of K.C. Woodward

- 1. She and her husband are separated. She and their children live at #65, where her husband comes to see the children.
- 2. Glen (Mr. Pu) bought the property alone because they were thinking about divorce at the time.
- 3. They have seen three marriage counselors since the Spring, 1985 who have all recommended that they live apart.
- 4. Glen lived in Texas from 1981 until 1984. He did research as a faculty member at Baylor Medical School. She was in school up here and lived in Texas during the summers. In 1984 she was pregnant with their daughter. (Landlord Exhibit 2).
- 5. She didn't live in Texas because of their marital problems. Periodically, they would decide to divorce.
- 6. The deed shows that the driveway between #65 and #67 is not a shared driveway. It all belongs to #67.
- 7. According to The Inspectional Services Department, a lodging house license is required if more than one or two people sign a lease. If only one or two people sign a lease and bring in roommates, a license is not required.

VII TESTIMONY OF GLEN PU

Direct

1. The tenants have a lot of goodwill toward the Crowley family. (Landlord Exhibit 3). Several tenants didn't come to this hearing as a result of that feeling. Also, there were efforts by people in the house to discourage this proceeding.
2. Before he bought the property in August, 1986, he talked with Mr. Crowley extensively. Mr. Crowley, who moved to Florida in September 1985, said the following with regard to the history of the house:
  - a. In the 1960's and 70's he (Mr. Crowley) lived in the first floor apartment with his wife and Gretchen. The third floor apartment was occupied by Gretchen's sister and grandmother. Only the second floor was rented.
  - b. In the early 70's all the second floor tenants signed a single lease. That was changed and separate rental arrangements were made in 1973 or 1974. The tenants requested the change because of problems that would arise when a tenant would leave.
  - c. Until 1972 or 1973, there were no locks on the second floor doors; everybody got along. In 1972 or 1973 there was a break-in in the house and he gave the tenants permission to put locks on the doors.
  - d. Around 1975, the second floor kitchen was removed. It had caused unpleasant odors. Subsequently, the second floor tenants could use the first floor kitchen.
  - e. He never had a problem with the Rent Control Board. In 1976 he told the Board that the property had one apartment (Landlord Exhibit 4). He treated the second floor as one unit.
  - f. He applied for a lodging house license because the law requires having one if one rents to three or four unrelated people. His policy was to have three or four boarders in this one second floor unit. (Landlord Exhibits 5,6 and 7).
3. His original intent in buying the property was to move into it with his family and occupy the entire house.
4. Mr. Crowley offered the house without tenants, but actually he did not want to disrupt his reputation and good rapport with the tenants by having them leave. Mr. Crowley told him that he had had good relationships with the tenants.

5. Eventually he resolved that he would live in the third floor apartment and Gretchen would live on the first floor and run the second floor. Mr. Crowley talked him into keeping the second floor tenants; he didn't want them there.
6. He called Inspectional Services and the Rent Control Board to ask if the building had two or three units. He said he would live on the third floor. He was told it didn't matter whether there were two or three units if he lived there.
7. At this time not all tenants were paying rent. Mr. Mannier had stopped paying rent. Another tenant, Mr. MacDonald, also didn't pay rent for some period.
8. Mr. Crowley is the tenant for the first and second floors; the second floor people are his business. He signed a lease with Mr. Crowley around late July 1986, providing for Mr. Crowley's rental of the first and second floors. (Landlord Exhibit 9).
9. Mr. Crowley still has some furniture on the first floor.
10. Mrs. Crowley gave him a rent check for \$1300, dated October 1, 1986. Catherine Wright gave Mr. Crowley a rent check for \$200 for Room 1, dated October 1, 1986. (Landlord Exhibit 6).
11. He accepted rent from tenants on the second floor because he wanted people to know who owned the house.
12. While his note to Ken Clark instructed Mr. Clark to contact Gretchen Crowley or him, his name was included as a formality.
13. He never signed any leases with the second floor tenants. K.C. told him he could not have two leases on the property. Mr. Crowley did the leases.
14. The property is operating at a loss; it is not an investment. He intends to live there.
15. He insured the property as a three family. (Landlord Exhibit 8). The insurance man said it was safer to insure the property as a three rather than a two family house. He always intended it to be a three family.
16. The plan was for John Crowley to run the first and second floors and for him to move into the third floor apartment.

17. He moved into the furnished third floor apartment for a couple of days on about August 24 or 25, 1986. He spent one or two nights there; he has a very busy schedule.
18. When Mr. Crowley noticed him living on the third floor, he told him that the Stroms' would be moving into the apartment. That was the first he heard about the Stroms' moving in. He was very upset that he had not been told about the Stroms' and he had never authorized Mr. Crowley to make a rental agreement with them.
19. Mr. Crowley said he could move into the first floor; that would keep people happy and he, Mr. Pu, could make some money by renting the third floor.
20. He wanted to move into #67 with his whole family as soon as possible, because #65 is under litigation and being sold. (Landlord Exhibits 12 and 13).
21. He decided to move into the first floor and did so on August 26, or 27, 1986.
22. The utility bills for the property are sent to him at #67. (Landlord Exhibit 11)
23. He has talked to the post office about switching his mail delivery to 67, but there have been certain problems with this.
24. He first saw Mr. Strom when the Stroms' moved into the third floor apartment on August 29, 1986 and gave him a rent check, which he accepted. He told Mr. Strom that he wanted to have a rental agreement by September 1st. The Stroms' have never contacted him about arriving at an agreement.

CROSS

1. He doesn't know if Mr. Crowley ever explained the second floor arrangement to the Rent Control Board. Mr. Crowley is an honest man and inspectors were at the property. Mr. Crowley said that he spoke with the Rent Control Board about the form he filed in 1976. (Landlord Exhibit 9) He doesn't know of any other contacts Mr. Crowley had with the Rent Control Board.
2. He doesn't know of any physical changes to the property other than the removal of the kitchen and installation of the locks on the second floor. Also, a fire escape and door were installed.

- 3. He sleeps in the first floor room at #67 three or four times a week. The other nights he is at the hospital. He never spends nights at #65.
- 4. There is a lock on his door.
- 5. Some of his property, including his daily needs, is at #67. Some is at #65.
- 6. Gretchen lives on the other side of the house in a totally separate room.

EXAMINATION BY HEARING OFFICER

- 1. By the last week of August he began spending all the nights he wasn't at the hospital at #67.
- 2. He shares kitchen facilities on the first floor with Gretchen and other tenants.
- 3. He uses the first floor bathroom.
- 4. There is one entrance to the first floor rooms.
- 5. His room was part of the Crowleys' living space.
- 6. Catherine Wright's September rent check was written to him.

EXAMINATION BY MS. WOODWARD

- 1. It costs him \$400 more to insure the property as a three family. He is not happy about that.

VIII TESTIMONY OF GRETCHEN CROWLEY

DIRECT

- 1. Her father bought the property in the early 1960's.
- 2. She and her parents lived in the first floor apartment.
- 3. Her grandmother and sister lived in the third floor apartment until the early 1980's following their deaths.
- 4. There was originally one unit on the second floor with a bathroom and kitchen area. It was usually rented to four or less people and a friend stayed in the fifth room. There were no locks on the bedroom doors.
- 5. Locks were put on in 1973 when tenants requested them because of a break in.
- 6. There was a telephone upstairs with the same number as the Crowleys' phone. It was removed because people made calls and sometimes did not pay for them.

- 7. Before the locks were installed there was a single lease for the second floor apartment. That was changed because her parents felt it wasn't fair for the rents to go up during vacancies and the residents were mostly divinity students.
- 8. Subsequently the rooms were rented to three or four people who each paid for their own rooms.
- 9. Generally their friends would move in when a room became available.
- 10. The kitchen sink and stove were removed from the second floor; the mostly male tenants rarely used the kitchen. Sometimes they would use the first floor kitchen after their's was removed. They often had holiday dinners with the Crowley family.
- 11. When the third floor apartment became vacant one or two people from the second floor moved upstairs. That created some vacancies on the second floor.

EXAMINATION BY MR. HAYGOOD

- 1. The tenants installed the locks on the second floor. Her parents had keys in case of an emergency.
- 2. There were no physical changes in the building other than the installation of the locks and removal of the kitchen in the 1970's.
- 3. She lives on the first floor.
- 4. She is not an owner of the property.
- 5. She cleans the first and second floors.
- 6. She collects rent from the second floor tenants.

EXAMINATION BY MS. WOODWARD

- 1. Nothing is changed by her father leasing the first and second floors. He always let people live upstairs.
- 2. There are not designated parking spaces for Mr. Pu's and her cars. There is only enough room in the driveway to park side by side.
- 3. It is not her impression that Mr. Pu bought the property to make money.

EXAMINATION BY HEARING OFFICER

- 1. The building is entered through a front door. Inside there is a door to the first floor living area and a staircase which leads up to the second and third floors. There is also a side entrance from the outside to the first floor apartment.

IX Closing Argument by Mr. Haygood.

The property is not exempt from rent control as a two or three family owner occupied house. The evidence regarding owner-occupancy is ambiguous at best. Additionally, there are not two or three units. Rather, there are eight units - two on the first floor, five on the second floor and one on the third floor.

The building has always been used as a rooming house. In recent years the rental agreements have become more consistent.

The Crowley-Pu lease is actually a management agreement written in the form of a lease. The Crowleys' do not live in the building or have an ownership interest in it. They merely have the right to receive rent from the second floor tenants in exchange for a rental payment to MR. Pu.

X Closing Argument by Mr. Pu

The lease with Mr. Crowley is not a management agreement. It is a properly executed legal document. The rent is above what Mr. Crowley collects in rent.

Perhaps there are technical legal violations. But in 1976 Mr. Crowley consulted the Rent Control Board and the rents were below the market rate. Mr. Crowley is a wonderful man.

He wanted to continue the family spirit in the building. He feels as if he did people a favor by allowing them to stay on and now he is paing for it.

He played by the book; he called the Rent Control Board and the Inspectional Services Department.

XI CLOSING ARGUMENT BY MS. WOODWARD

Glen is a good person. He wanted to trust the people in the building.

XII FINDINGS OF FACT

1. Glen A. Pu has owned the property at 67 Hammond Street since August 1, 1986. (Tenant Exhibit 1.)
2. Prior to that, and since 1963, the property was owned by John and Margaret Crowley. (Tenant Exhibit 1).
3. Mr. and Mrs. Crowley and their daughter, Gretchen, lived in the first floor apartment until September 1, 1986. At that time Mr. and Mrs. Crowley moved to Florida. Gretchen Crowley continues to occupy the unit.
4. The Crowleys other daughter and her grandmother lived in the third floor apartment until their deaths. The apartment became vacant in the early 1980's. Thereafter it was occupied by tenants.
5. The current tenants in the third floor apartment are Johathan Strom and Siri Olson.
6. Their rent is \$600 per month, including heat and utilities.
7. They have paid a security deposit in the amount of \$600.
8. The uncontroverted evidence establishes that there are five rooms

on the second floor, each of which is a separate rental unit. Based on Ms. Crowley's testimony and Tenant Exhibits 4 (A&B) - 8, I find that at least since the Crowleys' purchased the house there have been five bedrooms and a bathroom on the second floor. A kitchen was removed in the mid 1970's.

I further find that at least since 1973 four of the five second floor bedrooms have been rented as separate units.<sup>1/+2/</sup> It appears from Ms. Crowley's testimony that the fifth room was occupied by friends of the Crowley family and not rented. At some point that changed and presently all five rooms are rented.

I base my finding that the second floor consists of five separate rooms on the following undisputed facts.

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1/ There is conflicting evidence regarding the use of the second floor prior to 1973. According to Ms. Crowley's testimony, the second floor, with the exception of the fifth room, was rented as a single unit until 1973. On the other hand, the documents entered as Tenant Exhibits 7 and 8 indicate the existence of a lodging house situation.

a. Since 1973 each tenant has had a separate rental agreement with the landlord. Tenants have paid rent independently of one another and each tenant as been responsible for his or her rent only.

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2/ I also find that the rent control status of the property is not affected by the owner's claim that he has rented the first and second floors to Ms. Crowley as a unit. (Landlord Exhibit 9). Certainly the evidence raises very substantial questions about the veracity and good faith of this assertion. While the lease between the Crowleys' and Mr. Pu was allegedly executed on August 1, 1986, several documents show subsequent conduct inconsistent with such an understanding and agreement. The lease submitted as Tenant Exhibit 3, dated August 26, 1986, names Mr. Pu as the landlord. The form letter of the same date which was concurrently sent to Mr. Jenkins, (Tenant Exhibit 9) states that the tenants have the same status as they had as tenants when the Crowleys' owned the property and proclaims that it is "our" (the Pus") intention to run the property in a manner similar to that in which it was run by the Crowleys'. Additionally, the letter from Mrs. Crowley to Mr. Clarke, dated August 2, 1986, instructs him to pay rent to Mr. Pu.

The checks submitted by Mr. Pu as proof of this alleged agreement with the Crowleys' are also unpersuasive (Landlord Exhibit 10 (A&B)). The first check from the Crowleys' to Mr. Pu is dated October 1, 1986, two months after the effective date of the alleged agreement. The check from Ms. Wright to Mr. Crowley is also dated October 1, 1986. She paid her September rent to Mr. Pu. These checks appear to be self-serving and intentionally misleading under the circumstances.

However, because the status of the property is unaffected by the alleged agreement between the Crowleys' and Mr. Pu, I consider it unnecessary to make a finding as to whether or not such an agreement was actually made. (Removal permit issues are not the subject of this proceeding.)

- b. Each tenant has made individual arrangements with the landlord with regard to moving in and the terms of his or her tenancy.
- c. In correspondence with tenants and other document the owners, themselves, have used the term "room" in reference to the second floor rentals. For instance, Mrs. Crowley's letter to Kenneth Clarke, dated August 2, 1986, states that the Crowleys' are "reserving the room" for Mr. Clarke and refers to the rate of rent for the "second floor" room. (Tenant Exhibit 11).)
 

Apostcard from Mr. Pu to Mr. Clarke, dated August 27, 1986, notified Mr. Clarke that " your room is ready at 67 Hammond" and "the room is available immediately." (Tenant Exhibit 12). The tenancy-at-will agreement which was offered to Mr. Jenkins and the accompanying letter he received, which Mr. Pu claims was signed for him by Mrs. Crowley with his authority, both contain explicit references to rooms (Tenant Exhibits 3 and 9). The former describes the premises as "67 Hammond #5, consisting of one room." Clause 19d. refers to specific prohibitions against cooking in a "lodging house room." On the top of the accompanying typed form letter to all tenants is handwritten "#5." The letter begins by informing the tenants that appropriate legal pressure successfully encouraged David Manier to "vacate his room."
- d. Although some tenants may have been or are friends with one another, there is virtually no commonality between them as tenants. They move in and out as individuals at different times. They do not share expenses. They have their own telephones with different numbers. The only common area on the second floor is the bathroom, which as is typical in rooming house situations, is cleaned for them.
 

The lack of kitchen facilities, too, is typical of a rooming house and is in sharp contrast to an apartment situation where one traditionally finds a kitchen as well as other common areas.
- e. There is a lock on each bedroom door. While the locks were originally installed by tenants for security reasons following a break-in in 1973, the existence of locks over the thirteen years is representative of an exclusive right of possession (note that

Ms. Crowley testified that her parents started to collect rents from individual tenants for the rental of their particular rooms at around the same time that the locks were installed) and an atmosphere of separateness, privacy and security not existent in a traditional roommate situation.

- f. Each tenant has his or her own mailbox.
- g. The property has been licensed as a lodging house since at least 1928. Inspectional Services documents also refer to a lodging house. (Tenant Exhibits 4 (A&B) --8). A Certificate of Inspection, issued by the Inspectional Services Department as recently as May 20, 1986, describes the property as a rooming house. (Landlord Exhibit 7).

(There was considerable testimony from several parties including tenants, concerning the informal and extremely harmonious relationships between the Crowleys', and their tenants. However, such evidence is not in any way determinative of the rent control status of the property. It does not alter the fact that the relationships between the Crowleys' and the tenants were those of landlords and tenants and that five separate rooms were rented as individual units on the second floor.)

- 9. I am unable to make a finding regarding the rental history of the second floor units for the purpose of establishing legal maximum rents. The only evidence in relation to the history of second floor rents is that Mr. Jenkin's rent was \$180 per month, inclusive of heat and utilities, in July 1985; and that at some point it increased to \$185.

The current rents for Mr. Jenkin's and Mr. Clarke's rooms (Room #5 and #3) are \$200 per month. The form letter dated August 26, 1986 and entered as Tenant Exhibit 9, indicates that all the second floor rooms rent for the same amount, but I do not find that information to be a sufficient basis for a finding.

- 10. Mr. Janik's testimony establishes that the rent for the third floor unit during his tenancy was as follows:

|                            |       |
|----------------------------|-------|
| June-August 1984           | \$550 |
| September 1984-August 1985 | 560   |
| September 1985-July 1986   | 575   |

(Including Rent and utilities).

- 11. I am unable to make a finding on the first rent charged for the third floor apartment because the evidence does not reveal whether there was another tenant(s) in the apartment between the time that it was last occupied by Mrs. Crowley's sister and when Mr. Janik moved in in 1984.
- 12. The evidence regarding Mr. Pu's occupancy of a room on the first floor is inconsistent and inconclusive. (For example, on one hand, there was testimony from tenants Jenkins and Strom that Mr. Pu does not live in the building and that the subject of owner occupancy was raised only after the rent control status of the property became an issue. On the other hand, Mr. Pu claimed he has lived in the building since last August and his schedule as a resident precludes him from sleeping there every night and explains why he is not seen much. Additionally, his wife testified that they are not separated and she and the children live next door.

In any event, it is not necessary to make a finding on the issue of owner occupancy because there are more than three rental units in the building and there is no issue of exemption from rent control under C.36 Sec. 3 (b) (6). Even if it were established that Mr. Pu did reside on the first floor, I would not find that the room which he occupies is a separate unit. It appears to have been a part of the Crowleys' apartment and I would conclude that Mr. Pu is temporarily sharing the apartment with Ms. Crowley until he can arrange accommodations for himself and his family.

- 13. Because Mr. Pu only became the owner of the property on August 1, 1986, I deem it inappropriate to make a finding on whether his failure to register the property was excusable or not.

RECOMMENDATION

Status

I recommend that the Board rule that the property at 67 Hammond Street has been subject to Rent Control as a seven unit building since at least 1973.

Legal Maximum Rent

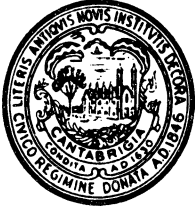
Pursuant to Regulation Series No. 20, the owner is obligated to properly register the property, including supplying the fullest history of the rents called for that he is able to provide. In this case, Mr. Pu is a new owner and presumably he does not have any knowledge of prior rents. However, his relationship with the Crowleys' is clearly such that he can obtain a rent history from them. Therefore, I recommend that the Board order Mr. Pu to submit, within twenty-one days, documentation from the Crowleys' relative to the rent history of the second and third units ( the Crowleys' are now living in Florida and are unavailable to testify). Said documentation should, if possible, include copies of any and all rent and bookkeeping records that the Crowleys' have.

Respectfully submitted,

*Vivian Bendix*

Vivian Bendix  
Assistant Counsel

VB/km



CITY OF CAMBRIDGE

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TEL. 498-9011

EXECUTIVE DEPARTMENT  
ROBERT W. HEALY  
City Manager

RICHARD C. ROSSI  
Deputy City Manager

August 3, 1987

To the Honorable, the City Council:

Enclosed please find materials submitted by D. Margaret Drury,  
Executive Director of Rent Control, in response to questions raised by the  
City Council relative to the Rent Control Board case for 67 Hammond Street.

Very truly yours,

Robert W. Healy  
City Manager

RWH/mbf  
Enc.

Agenda Item No. 5 *S-484*

Re: enclosed materials submitted by D. Margaret  
Drury, Exec. Dir. of Rent Control Re: the case  
for 67 Hammond St.

In City Council,

August 3, 1987

*Referred to the Hearing;  
Scheduled 8/3/87 @ 6:15 AM.*