



CITY OF CHELSEA, MA
Inspectional Services Department

Mike McAteer, Director of ISD
mmcateer@chelseama.gov

City Hall, 500 Broadway, Room 201 · Chelsea, MA 02150
Phone: 617.466.4130

SHORT-TERM RENTAL APPLICATION

Instructions: Please complete this application and submit to the Inspectional Services Department by email at jdvelasquez@chelseama.com by fax at 617-466-4145 or mail to ISD (address above) with the attention to AirBnB. If you have any questions please call our office at 617-466-4130.

Applicant Information

Owner Name: _____

Current Address (Including unit number): _____

Phone 1: _____ Phone 2: _____

Email Address: _____

Unit Information

How many units are at this address: _____

Rental Information

How do you intend to rent your unit? Please check the appropriate box below:

Limited Share Unit

Residential Unit that is the owner-occupied unit of an Operator, a portion of which is offered as a Short-Term Rental, but only while the Operator is present. One bedroom must be reserved for the Operator. And, no more than 3 bedrooms may be utilized for the Short-term Rental..

Owner Adjacent Unit

Residential Unit in an owner-occupied two or three family residence that is not the Operator's residence but that is located within the same dwelling as the Operator's residence; provided that, for purposes of an owner-occupied three family residential dwelling, in addition to the unit in which the Operator resides and may use as a Limited Share Unit, the Operator of an Owner-Adjacent unit may only register and use one Owner-Adjacent Unit as a Short Term Rental; and provided further that the entire Owner-Adjacent Unit must be rented only as a whole unit to one party of short-term renters at any one time and not rented as separate bedrooms to separate parties.



If you chose Limited Share Unit, how many rooms do you plan to rent to guests?

_____ rooms when I am also present

If you chose Owner Adjacent Unit, which unit will you rent to guests?

_____ Unit Number

If you chose both, which unit will you rent to guests and how many rooms will you rent to guests in the unit you are present in?

_____ Unit Number rented as Owner Adjacent Unit

_____ Rooms rented when I am present

Please List any Online hosting platforms on which you plan to list your unit, including personal webpages:

Emergency Contact Information

This contact is in the case we cannot contact you directly

Name: _____

Phone Number: _____

Annual Registration Fee: \$200

_____ Check

_____ Money Order

Additional Information

- 1) Condominium owners must submit a letter authorizing the use of their condo unit as a Limited Share Unit.

By Submitting this application, I certify that I am the owner and reside on the premises of property listed above.

Signature

Date



Section 6-5. Short-Term Rentals

(a) Purpose and Intent

The purpose of this Section is to provide a process through which certain dwelling units may be registered with the City of Chelsea for use as short-term rental units under the terms and conditions set forth in this Section.

(b) Definitions

Limited Share Unit means a Residential Unit that is the owner-occupied unit of an Operator, a portion of which is offered as a Short-Term Rental, but only while the Operator is present. One bedroom must be reserved for the Operator. And, no more than 3 bedrooms may be utilized for the Short-term Rental.

Owner-Adjacent Unit means a Residential Unit in an owner-occupied two or three family residence that is not the Operator's residence but that is located within the same dwelling as the Operator's residence; provided that, for purposes of an owner-occupied three family residential dwelling, in addition to the unit in which the Operator resides and may use as a Limited Share Unit, the Operator of an Owner-Adjacent unit may only register and use one Owner-Adjacent Unit as a Short Term Rental; and provided further that the entire Owner-Adjacent Unit must be rented only as a whole unit to one party of short-term renters at any one time and not rented as separate bedrooms to separate parties.

Operator means the owner of the Residential Unit that the owner seeks to offer as a Short-Term Rental. Only one owner may be registered as an Operator on the Short-Term Rental Registry for a Residential Unit.

Residential Unit means a dwelling unit within a dwelling that is classified as residential use. For purposes of this Section, a Residential shall not include any units in a hotel, motel, licensed rooming house or licensed bed and breakfast.

Short-Term Rental(s) means the use of a Residential Unit for residential occupancy by a person or persons for a period of fewer than thirty (30) consecutive calendar days for a fee.

Short-Term Rental Registry means the database maintained by ISD that includes information on Operators who are permitted to offer their Residential Units as Short-Term Rentals.

(c) Short Term Rentals Allowed in Chelsea

1. Short-Term Rentals shall be allowed only if they meet the definition of a Limited-Share Unit or an Owner-Adjacent Unit in an owner-occupied condominium or owner-occupied one, two or three family home.
2. A Short-Term Rental occupancy shall be limited to two persons per bedroom, although children under 12 related to, or the legal ward of, either bedroom occupant shall not be counted for purposes of this limit.

(d) Ineligible Residential Units

The following Residential Units are not eligible to be offered as Short-Term Rentals:



1. Residential Units that do not meet the definition of either a Limited Share Unit or an Owner-Adjacent Unit.
2. Residential Units designated as below market rate or income-restricted, that are subject to affordability covenants, or that are otherwise subject to housing or rental assistance under local, state or federal law;
3. Residential Units subject to any requirement of local, state or federal law that prohibits the leasing or subleasing of the unit or use of the unit as a Short-Term Rental.
4. Residential Units that are the subject of three (3) or more findings of violations of this Section within a one year period, or three (3) or more violations of any municipal ordinance or state law or code relating to excessive noise, improper disposal of trash, disorderly conduct or other similar conduct within a one year period.
5. Residential Units previously rented to a Section 8 Certificate holder or that were previously subject to any affordability covenants, unless one year has expired since the expiration of the Section 8 tenancy or affordability restriction.

(e) Requirements for Rentals

In order to offer a Short-Term Rental, the Operator must comply with the following:

1. The Operator must certify at the time of registration that the Operator has permission to offer the Residential Unit as a Short-Term Rental, and that offering the Residential Unit as a Short-Term Rental complies with all applicable condominium documents, bylaws, or other governing documents.
2. When registering, an Operator must provide his or her name and contact information, and in the event the Operator is not present during the Short-Term Rental, the name and contact information of an individual who is able to respond in person to any issues or emergencies that arise during the Short-Term Rental within two (2) hours of being notified. Contact information must include a telephone number that is active 24 hours per day to tenants, Short-Term Rental occupants, and public safety agencies. This phone number shall be included in the registration of the Short-Term Rental unit at the time of registration.
3. The Residential Unit offered as a Short-Term Rental shall not be subject to any outstanding building, sanitary, zoning, or fire code violations, orders of abatement, stop work orders or other requirements, laws or regulations that prohibit the Operator from offering the Residential Unit as a Short-Term Rental. If a violation or other order is issued after the Residential Unit has been listed on the Short-Term Rental Registry, ISD shall suspend the Residential Unit's registration on the Short-Term Rental Registry until the violation has been cured or otherwise resolved.
4. The Operator shall retain and make available to ISD, upon written request, records to demonstrate compliance with this section. The Operator shall retain such records for a period of three years from the date the Residential Unit is registered with ISD.



5. The Operator shall, within thirty days of approved registration, provide notice to abutters of a Residential Unit that the Residential Unit has been registered as a Short-term Residential Rental. For the purposes of this section, an abutter shall be defined as any residential dwelling located within 300 feet of said Residential Unit.

(f) Short-Term Rental Registration Process and Fee

1. An Operator who wishes to offer a Residential Unit as a Short-Term Rental shall register with ISD on a form prescribed by ISD to be listed on the Short-Term Rental Registry. A registration shall be valid for a one-year term, from January 1 through December 31 of each year.
2. The annual registration fee shall be \$200.00 per Short-Term Rental Unit.
3. Prior to the annual registration as a Short-Term Rental, the Residential Unit shall be subject to an inspection by ISD for issuance of a Certificate of Occupancy. The fee for such Certificate of Occupancy shall be included as part of the annual registration fee. No registration shall occur until such time that the Certificate of Occupancy is issued.
4. A registration shall be tied to both the Residential Unit and the Operator and will not automatically transfer upon the sale of the unit. New Operators are responsible for ensuring that they re-register with ISD to obtain a new registration if they wish to continue to list the Residential Unit on of the Short-Term Rental Registry.

(g) Room Occupancy Excise Tax

A Residential Unit subject to the provisions of this Section shall pay all excise tax on Short-Term Rentals approved by the City Council pursuant to Sections 3A and 3D of Chapter 64G of the Massachusetts General Laws.

(h) Enforcement and Penalties

1. Any person who (i) offers a unit as a Short-Term Rental where such unit is not an eligible Residential Unit, (ii) offers an eligible Residential Unit as a Short-Term Rental without registering such Short-Term Rental Unit with ISD, or (iii) offers an eligible Residential Unit as a Short-Term Rental while the unit's registration on the Short-Term Rental Registry is suspended, shall be fined \$300.00 per violation per day. Each day's failure to comply with a notice of violation or any other Order shall constitute a separate violation. The City may, in addition to issuing fines, seek an injunction from a court of competent jurisdiction prohibiting the offering of the unit as a Short-Term Rental.
2. The provisions of this Section shall be enforced in accordance with the provisions of M.G.L. c. 40U and, if applicable, by seeking to restrain a violation by injunction. Representatives from ISD, the Chelsea Police Department and the Chelsea Fire Department shall have authority to enforce this Section.