



Memorandum

Date: September 6, 2022
From: Elaine Wang, City Manager
To: City Council
Subject: Eviction Protection Policy

During your last meeting, Councilor Renner asked for some idea of the additional staff work that would be required to support a Just Cause Eviction charter change. Using the version passed by the Vermont House and Senate as a sample (see following pages), I would want to provide Council with at least the information below, some of which would require research by legal counsel, before you finalized charter language:

- (66)(A), definitions of "just cause":
 - (i) Our most vulnerable renting residents may have trouble comprehending a written rental agreement. Does codifying 'material breaches of a written agreement' as just cause for an eviction make such renters even more vulnerable? What are good mitigation options?
 - (ii) What State statutes say regarding tenant obligations in residential rental agreements.
 - (iii) Language that allows a reasonable grace period regarding nonpayment of rent.
 - (iv) As with (i), mitigating impacts on those with limited proficiency in written English when they are provided renewal terms in English; also, whether there is a good way to define "good faith renewal terms" in ordinance.
 - (v) Whether there is a good way to define "substantial damage" in ordinance.
 - (vii.) Whether it is possible revise this language so that onsite criminal activity by non-tenants does not unreasonably risk the tenancy rights of innocent tenants.
- (66)(B), exemptions: (iii) Whether it is possible to write a corresponding ordinance that ensures the "need" for "substantial renovations" is not utilized arbitrarily to justify an eviction.
- Whether and how to mitigate loss of Section 8 Housing Vouchers due to the elimination of the no cause eviction tool.
- Whether this infringes on any statutory protections for renters and landlords/property owners.
- Whether this would discourage landlords from renting to perceived 'risky' renters.
- Whether this would discourage property owners and developers from developing housing.

Also, keep in mind that:

- The charter change, as lengthy and time consuming as it will be, will then need to be followed by an even lengthier, more time-consuming, and more expensive ordinance writing process to operationalize the general charter provisions in a way that:
 - Includes definitions that will pass legal challenges;
 - Does not infringe on statutory protections for renters and landlords/property owners;
 - Can be reasonably investigated in the case of a disputed just cause eviction. E.g. can our

definition of “substantial damage” be investigated? Can a “behavior” without material evidence that was claimed to “adversely affect the health and safety” of others be investigated; and

- Fits Winooski.

This process will be expensive because this ordinance language would need to be researched and written by legal counsel.

- Existing staff are not only at capacity with building inspections for the current ordinance, they are at present completely without the expertise to follow up on wrongful eviction complaints. Adding that responsibility would require either adding more staff or reducing inspections.
- Procedures will need to be developed, with legal counsel, for following up on wrongful eviction complaints to ensure investigations of such complaints do not violate statutory protections of tenants and landlords/property owners.
- Current staff, or staff that would need to be hired, would then need to be extensively trained on those procedures.
- The risk of liability will be high, given the existing statutory environment of property and other rights. This risk would be especially high in early years as we learn how to do this, and, likely, as lawsuits are filed to test the ordinance and procedures.