

Item 6.02

Proposed Amendment to Resolution:

MARCH 2, 2021 ANNUAL CITY MEETING -

JUST CAUSE EVICTIONS CHARTER CHANGE

Starting at line 10 substitute:

“Shall the Charter of the City of Burlington, Acts of 1949, No. 298 as amended, be further amended to give the City Council the power to provide by ordinance protections for residential tenants from evictions without ‘just cause’ by adopting and adding a new section 48(66) to read as follows:

(66) To provide by ordinance protections for residential tenants, as defined in Chapter 137 of Title 9 of the Vermont Statutes Annotated, from eviction without “just cause,” where just cause shall include, but is not limited to (a) a tenant’s material breach of a written rental agreement, (b) a tenant’s violation of state statutes regulating tenant obligations in residential rental agreements, (c) non-payment of rent, and (d) a tenant’s failure to accept reasonable, good faith lease renewal terms.

Such ordinance shall exclude from “just cause” the expiration of a rental agreement as sole grounds for termination of tenancy. In addition to the exemptions in Chapter 137 of Title 9, the ordinance shall exempt from this provision properties including (a) sublets and in-unit rentals; (b) owner-occupied duplexes, and triplexes; (c) those being withdrawn from the rental market (d) those in need of substantial renovations which preclude occupancy (e ) those where an owner is seeking in good faith to occupy themselves or an immediate family member occupy as a primary residence; and may exempt other properties that support an identified public policy.

Such ordinance may include provisions that mitigate potential negative impacts on tenants and property owners, including but not limited to requirements of adequate notice and reasonable relocation expenses; that limit unreasonable rent increases to prevent de facto evictions or non-renewals, although this shall not be construed to limit rents beyond the purpose of preventing individual eviction; and shall provide for a reasonable probationary period after initial occupancy.

The ordinance shall define what is ‘reasonable’ and ‘adequate notice’ in defining just cause and shall require that landlords provide notice of just cause and other legal requirements as part of the rental agreement.”

Sarah Carpenter, 12/7/20