

Shall the Charter of the City of Burlington, Acts of 1949, No. 298 as amended, be further amended to give the City the power to prohibit ~~vide~~ by ordinance ~~the conditions under which evictions may occur, and may prohibit such evictions~~ without ‘just cause’ by adopting and adding a new section 48(66) to read as follows:

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Commented [ZH1]: @city attorney – please review this specifically

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To provide by ordinance protections for residential tenants from eviction without “just cause”, where just cause shall include, but is not limited to (a) a material breach of a written rental agreement, (b) violation of state statutes regulating tenant obligations in residential rental agreements, (c) non-payment of rent.

Commented [ZH2]: City attorney: can you review and find language for: (d) tenant refusal to accept reasonable changes to the term of a lease made in good faith. Intent is to say leases still apply for rental period and non-renewal of lease is a reason to terminate tenancy. Do we need this – how do we say what we mean?

The City, by ordinance, may also exclude from “just-cause” the expiration of a rental agreement as sole grounds for termination of tenancy. Reasonable exemptions from this provision (may or shall or nothing here) include, but are not limited to, these properties: The City, by ordinance, may also provide that “just cause” is the expiration of a written rental agreement for properties that may include but are not limited to: (a) sublets and in-unit rentals; (b) owner-occupied duplexes, and triplexes; (c) being withdrawn from the rental market, (d) in need of substantial renovations which preclude occupancy. These exemptions will not restrict the City from crafting ordinance provisions that mitigate potential negative impacts on tenants and property owners, including but not limited to adequate notice and reasonable relocation expenses.—with adequate notice to tenants and as defined by the ordinance.

Commented [ZH3]: Potentially have something softer here rather than exemptions to that we can put in a shall?

The ordinance (may or shall) provide for a reasonable probationary period after initial occupancy. The City may also provide by ordinance, limits on unreasonable rent increases to prevent de facto evictions or non-renewals. This shall not be construed to limit rents beyond the purpose of preventing individual evictions.

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

Include 9 V.S.A ss 4452?

Commented [ZH4]: @City Attorney’s Office please look at how to capture the exemptions in state law here, if we need to, and can we have flexibility to add things (like substance abuse treatment centers). This Charter amendment may as have the same exclusions as... or something like that?