

“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 ~~prohibit~~ provide by ordinance protections for residential tenants from ~~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:

(66) To provide by ordinance protections for residential ~~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 ~~a~~ 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.

~~The City, by ordinance~~ Such ordinance, may also 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 ~~Reasonable exemptions from this provision (may or shall or nothing here)~~ may exempt ~~include~~ from some or all of its provisions properties such as, ~~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but are not limited to: (a) sublets and in-unit rentals; (b) owner-occupied duplexes, and triplexes; (c) those being withdrawn from the rental market, ~~and (d) those~~ in need of substantial renovations which preclude occupancy.

~~Such ordinance~~ These exemptions will not restrict ~~may include~~ the City from crafting ~~ordinance~~ 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 ~~—~~ with adequate notice to tenants and as defined by the ordinance.

~~The ordinance (may or shall)~~ provide for a reasonable probationary period after initial occupancy. ~~The City may also p, and that limit~~ provide by ordinance, limits on unreasonable rent increases to prevent de facto evictions or non-renewals, although ~~T~~ 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 shall 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?](#)

