

Original

“Shall the Charter of the City of Burlington, Acts of 1949, No. 298 as amended, be further amended by adopting and adding a new section 48(66) to read as follows: ‘To provide by ordinance protections for residential tenants from eviction without “just cause,” where just cause may 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 while just cause may exclude (a) expiration of rental agreements (b) personal disagreements. The ordinance may also set a maximum rent increase with the purpose of preventing de facto evictions. The ordinance may require that landlords provide notice of just cause and other legal requirements as part of the rental agreement.’”

Current Amendment on the Table

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 provide by ordinance the conditions under which evictions may occur, and may prohibit such without ‘just cause’ by adopting and adding a new section 48(66) to read as follows: 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.

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include but are not limited to: (a) sublets and in-unit rentals; (b) owner-occupied duplexes, and triplexes; (c) being withdrawn from the rental market, (d) in need of substantial renovations which preclude occupancy – with adequate notice to tenants and as defined by the ordinance. 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 ‘unreasonable’ 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.”

Proposed CDNR Amendments with Eileen’s and Karen’s (in green) and Zoraya (in yellow) Review

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:

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, (d) refusal to accept reasonable, good faith changes to lease terms;

Such ordinance may exclude from “just cause” the expiration of a rental agreement as sole grounds for termination of tenancy. Reasonable exemptions would be made by ordinance for (a) sublets and in-unit rentals; (b) owner-occupied duplexes, triplexes; (c) good faith withdrawals from the rental market, (d) those in need of substantial renovations which preclude occupancy (e) owner seeks in good faith to recover for their occupancy or an immediate family member as a primary residence;

The ordinance would (a) 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; (b) provide for a reasonable probationary period after initial occupancy; and (c) provide limits on 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 evictions.

The ordinance shall define what is ‘reasonable,’ ‘good faith’ 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.”

Commented [ZH1]: 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?

Commented [EMB2R1]: I’m not clear how this is consistent with the next paragraph: expiration of a rental agreement is not grounds for termination of tenancy, but non-renewal at the end of the term is? How are these different:?

Commented [EMB3]: I believe this general provision in many ordinances is intended not to relate to the term (length) of a lease, but the terms (provisions) in the lease.

Commented [EMB4]: Note that the charter provides enabling authorization, and by putting this in section 48 of the charter, it is specifically giving authority to the Council. The language therefore must be phrased to enable what may or shall or can be in the ordinance.

Commented [ZH5]: Karen and I agreed that she can have one of the green items, either the intro language or e, but not both. If e is in, it’s a may, if it’s not, she can keep the ‘would.’

Commented [ZH6]: If we have there will be expectations, we should also say we will have protections.

Commented [ZH7]: Using this a lot.