

From: Joan Shannon <jshannon@burlingtonvt.gov>
Sent: Wednesday, September 23, 2020 8:41 PM
To: Linda Blanchard <LBlanchard@burlingtonvt.gov>
Subject: Fwd: City Charter Change-No Cause Evictions

Begin forwarded message:

From: Benjamin Heath <bheath@dlhce.com>
Subject: City Charter Change-No Cause Evictions
Date: September 23, 2020 at 5:50:43 PM EDT
To: "jshannon@burlingtonvt.gov" <jshannon@burlingtonvt.gov>

[WARNING]: External Message

Hello-

I would like to comment on the "Just Cause" definition proposed by the Charter Change. The Charter Change proposes to exclude "Expiration of Rental Agreements" to the definition of "Just Cause" for eviction.

I have rented in Burlington for over 10 years. I am deeply concerned that excluding expiration of rental agreements will lead to unintended consequences that will undoubtedly have an undue adverse impact on future tenants.

This exclusion will absolutely benefit the "bad apple" tenants that I am sure landlords are deathly afraid of. However, it will actually create more harm than benefit to the vast majority of tenants and future tenants in the city. As a renter in the City of Burlington, it is critical to start looking for housing 6 months ahead of when you wanted to start a new lease. 6 months gave us plenty of time to perform research, interview prospective landlords, and see a number of units prior to executing an agreement. If you exclude "expiration of Rental agreements" from the Just cause definition, you will drastically shorten that window of opportunity to perform good due diligence. The landlords will not be able to confidently advertise and show the units with ample time to all prospective tenants so that they can perform their own due diligence. The 2-3-month window that this exclusion leaves, will create housing panic, landlords will rush to lock down tenants, tenants will rush to lock down housing. In many cases, this panic, this rush will create an adversarial relationship between landlord and tenant right from the beginning of their contractual relationship. The city should be focused on creating policy which fosters good relationships between tenant and landlord, this charter change accomplishes the opposite.

All well written, fair agreements have a term. That term defines the boundaries of the relationship between the two consenting parties. Allowing one party to create their own term limits without the consent of the other party is fundamentally unjust. Any property owner needs to confidently be able to maintain and manage their property in order to plan for the future, perform upgrades or major modifications, create use changes, to be the kind of landlord we all want in Burlington. If you create this

one-sided term structure for every rental unit in the city, there will be unforeseen collateral damage which inevitably will be felt by both the property owners and especially the future tenants. I ask members of this committee to consider one question, "Would you rent out a room in your home to someone without a specified term limit?" And on top of that, you only have a couple of months to find the tenant that you will be stuck with for an amount of time that is only determined by the tenant. I seriously doubt that any of you would consider signing a one-sided, grossly unbalanced, and risky agreement of that nature.

I would like to end by stating again, this exclusion will adversely impact the vast majority of future tenants of this city. It may help the bad apples. But that is it. This change will negatively impact the rest of the future tenants. I strongly suggest you remove this exclusion from the definition of Just Cause.

Ben

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