



CITY OF BURLINGTON, VERMONT
CITY COUNCIL COMMUNITY DEVELOPMENT &
NEIGHBORHOOD REVITALIZATION COMMITTEE
c/o Community & Economic Development Office
City Hall, Room 32 • 149 Church Street • Burlington, VT 05401
802-865-7144 VOX • 802-865-7024 FAX • www.burlingtonvt.gov/cedo

Councilor Brian Pine, Chair, Ward 3
Councilor Sarah Carpenter, Ward 4
Councilor Zoraya Hightower, Ward 1

Friday, December 11th 2020
3:00 PM – 5:00 PM

You are invited to a Zoom webinar.
When: Dec 11, 2020 03:00 PM Eastern Time (US and Canada)
Topic: CDNR Committee Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86575411456>

Telephone: +1 929 205 6099

Webinar ID: 865 7541 1456

To participate in public forum please email Christine Curtis before or during the meeting: ccurtis@burlingtonvt.gov. Comments can also be made during the meeting by using the raise hand function or the chat function.

Draft Agenda

1. Approve agenda
2. Public Forum
3. Ballot language for the Just Cause Eviction charter change
4. Set date for next committee meeting/Adjournment

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properties including (a) sublets and in-unit rentals; (b) owner-occupied duplexes, and triplexes; (c) those being withdrawn from the rental market (d) those in need of substantial renovations which preclude occupancy (e) those where an owner is seeking in good faith to occupy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

“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 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?~~

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.



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Committee members: Chair Brian Pine (BP), Sarah Carpenter (SC), Zoraya Hightower (ZH)
City staff: Christine Curtis, CEDO; Eileen Blackwood, CA
Other Attendees: Tiki Archambeau; Erhard Mahnke; Tom Proctor

Friday, December 11th, 2020
3:00 PM – 5:00 PM
Virtual Zoom Meeting

Minutes approved on 1/20/21

Meeting Started at 3:05 PM

1. Approve agenda

MOTION by Councilor Carpenter, SECOND by Councilor Hightower, to adopt the agenda as presented
VOTING: unanimous; motion carries.

2. Public Forum

Tiki Archambeau; Erhard Mahnke; Tom Proctor all spoke on the Just Cause Eviction language being drafted by Committee members.
Public forum closed with no further comments.

3. Ballot language for the Just Cause Eviction charter change

City Attorney Blackwood advised the Committee as they discussed Just Cause Eviction draft language.

4. Set date for next committee meeting/Adjournment

MOTION by Councilor Carpenter SECOND by Councilor Pine to adjourn the meeting at 4:10 PM
VOTING: unanimous; motion carries.