

Just Cause Proposal

Resources considered: language from and discussion with Tom Proctor, public comment

Recommended by Rights and Democracy (Tom Proctor), public

Proposed language (from Rights and Democracy)

§ 117-107. Just Cause Eviction

The Selectboard shall have the power:

(a) 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:

- (1) a tenant’s material breach of a written rental agreement;
- (2) a tenant’s violation of state statutes regulating tenant obligations in residential rental agreements;
- (3) non-payment of rent; and
- (4) a tenant’s failure to accept written, reasonable, good faith renewal terms.

(b) 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, subject to mitigation provisions, sublets and in-unit rentals as well as the following properties but not limited to:

- (1) owner-occupied duplexes, and triplexes;
- (2) those being withdrawn from the rental market, including properties to be occupied by the owner or an immediate family member as a primary residence; and
- (3) those in need of substantial renovations which preclude occupancy.

(c) Such ordinance shall include provisions that:

- (1) mitigate potential negative impacts on tenants and property owners, including but not limited to requirements of adequate notice and reasonable relocation expenses;
- (2) provide for a reasonable probationary period after initial occupancy; and
- (3) 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 evictions.

(d) 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.

