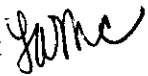


MEMORANDUM

January 23, 2019

TO: Planning, Housing, and Economic Development Committee
Public Safety Committee

FROM: Linda McMillan, Senior Legislative Analyst 

SUBJECT: **Discussion: MC 22-19, Montgomery County – Residential Leases – Just Cause Eviction¹**

PURPOSE: Discussion of proposed State legislation and consider recommendations for full Council.

Expected for this session:

Tim Goetzinger, Acting Director, Department of Housing and Community Affairs (DHCA)
Stephanie Killian, Chief of Housing Services, DHCA
Rosie McCray-Moody, Landlord-Tenant Affairs, DHCA

Delegate Jheanelle Wilkins has proposed Bill MC 22-19, Montgomery County – Residential Leases – Just Cause Eviction. The bill will require a landlord to provide a cause for not allowing a tenant to renew a lease (holdover). Currently, a landlord may choose, with notice, not to renew a tenant's lease once the term of the lease is completed. **A copy of the bill is attached at ©1-4** and a memo from Delegate Wilkins with proposed amendments is attached at ©5. The bill provides seven provisions that would be considered Just Cause.

Also attached to this memo are:

- Memo from Delegate Wilkins with background on the reasons for MC 22-19 (©6-7)
- Just Cause Eviction Fact Sheet (©8-9)
- Just Cause Eviction Interim Study – November 2018 (©10-40)

¹ Key words: #MoCoJustCauseEviction Other keywords: tenant eviction

- Testimony from Djawa Hall 1199SEIU UHWE Md/DC (©41-43)
- Support e-mail from Women's Democratic Club (©44)

As proposed, the bill does not change the eviction process other than the requirement to provide a reason for not allowing a tenant to holdover.

OLO Report 2018-10 – Evictions in Montgomery County

Just prior to this discussion, the Joint Committee will have discussed the OLO report on evictions. The OLO report includes the following on page 13 related to Just Cause Eviction.

Just Cause Eviction Ordinances

Many cities, including Washington, D.C., Seattle, and 15 cities in California, have enacted "Just Cause Eviction" ordinances.² Such laws require landlords to renew residential leases at the end of a lease, unless they have "just cause" to refuse lease renewal. For example, in Washington, D.C., landlords who wish to recover possession of a rental unit must specify one of the following ten reasons:

- *Nonpayment of rent;*
- *Violation of tenant's obligations that were not corrected;*
- *Tenant performed illegal act in the rental unit;*
- *Landlord seeks to occupy the unit for personal use;*
- *Landlord sells the unit to a party that seeks to occupy the unit;*
- *Landlord seeks to renovate or substantially rehabilitate the rental unit, and the tenant cannot safely occupy the unit during renovations; Landlord seeks to demolish the rental unit;*
- *Landlord seeks to discontinue the rental unit for housing and occupancy; and*
- *Landlord seeks to convert rental unit to a condominium or cooperative and has received approval.³*

In comparison, under Maryland State law, a landlord must provide a tenant with 60 days-notice that their lease will not be renewed at the end of the lease term, but they do not have to provide the tenant with the reason(s) for non-renewal.

Most cities with Just Cause Eviction ordinances also have rent stabilization or rent control policies in place. In these cases, the ordinances prevent landlords from terminating leases for the sole purpose of increasing the rent, since many rent control policies allow landlords to increase the rent when the unit becomes vacant. However, in some cities, such as San Diego, Just Cause Eviction ordinances are stand-alone measures. Analysts note that in these cities, Just

² Hiser, J., Morris, E., Payne, H., Plovnick, A., Shahid, A., "Just Cause Eviction: Rapid Health Assessment," MIT Department of Urban Studies & Planning student project with funding and technical assistance from The Health Impact Project, a collaboration of the Robert Wood Johnson Foundation and The Pew Charitable Trusts, May, 2016 < http://www.mapc.org/wp-content/uploads/2017/11/HIA_Just_Cause_final.pdf > accessed August 23, 2018.

³ Code of the District of Columbia § 42-3505.01. Evictions

Cause Eviction laws do not necessarily prohibit landlords from increasing the rent to motivate tenants to leave voluntarily.⁴

Discussion Topics

Delegate Wilkins' information does an excellent job of describing the need for renters/tenants to have stability in housing and how requiring a specific reason for not allowing a tenant to renew a lease can support increasing the certainty that a tenant may stay in their home. For landlords, this changes the contractual agreement because once the contract/lease period is over, the landlord cannot simply determine that a new/extended contract is not in the landlord's interest.

Council staff offers the following discussion items for the Joint Committee. The Committee may as a result of this discussion want to recommend that Delegate Wilkins consider further amendments to Bill MC 22-19 before the Council decides to support, not support, or take no position.

What Units Should the Law Apply To?

Currently, the bill says "Leased Premises" means a dwelling unit that is subject to a residential lease.

All rentals are subject to a lease whether it is written or verbal. It is always in a tenant's best interest to have a written lease. However, Montgomery County only licenses three types of rental housing: multi-family, single-family, and accessory apartments. A person renting a one or two bedrooms in the house that they occupy is not subject to having a rental license. However, they should have a lease with their tenant.

Council staff recommends that MC 22-19 apply to dwelling units that are subject to a Montgomery County rental license rather than subject to a residential lease. This will make is clear to the Department of Housing and Community Affairs when the law applies and allows the license itself to be part of any enforcement effort.

Council staff also suggests that this highlights how MC 22-19 might impact people's willingness to be small landlords or share their house in a rental agreement. A homeowner who wishes to rent a home and share the rest of the home may also find that they believe the tenant is not a good match and want the right to not renew any lease or rental agreement once the term is up. Council staff recognizes that this means that the tenant is not assured they can stay in their housing once the term has ended.

⁴ Levine, H. City Attorney, City of Fremont, "Agenda Item 3.A., Rent Control/Just Cause Eviction is revised," [Memorandum], September 26, 2016, < <https://fremont.gov/DocumentCenter/View/31552/092716-Green-Sheet?bidId=> > accessed August 23, 2018.

Should the bill apply to landlords with only one licensed unit?

Council staff offers this question in terms of balance between the impacts on the tenant and impacts on the landlord. There are many people in the County who only rent one unit. It may be an accessory apartment, or it may be a home they previously lived in and decided to keep and rent rather than sell. After the term of the lease is up, the landlord may decide that they do not want to renew with the tenant. Perhaps there is a reason that would be a Just Cause but the landlord determines it is faster and less costly to give notice that the lease will not be renewed, rather than to go through the holdover eviction process.

Mr. Hall's testimony (©42-43) discusses his experience in being told that the landlord would not be renewing the lease of the townhome he had been renting for three years. Council staff does not know if this landlord had one property or many properties. Mr. Hall believes that just allowing a landlord to decide not to renew without reason allowed a discriminatory practice to take place.

For the tenant, it is irrelevant if the landlord owns one or one hundred units if they are losing their housing. The question is whether there is a reason to balance this with the concern for a landlord of only one unit that may also not have the resources to determine how best to work through any eviction process.

Permanently off the market

One reason for a Just Cause Eviction is "A landlord, in good faith, seeks to permanently remove the leased premises from the rental market;"

Council staff's view this as reasonable for multi-family dwelling units or for landlords with multiple rental units (including single family). However, in the case of an accessory apartment in particular, Council staff is concerned that a landlord may want to take the unit off the market for a period of time, but not permanently. For example, the homeowner is going to be travelling and does not want a tenant in the home and so decides not to renew the lease. They may, in the future want to lease the unit again.

Council staff does agree there should be a strong financial disincentive to not renewing a lease and so suggest that rather than requiring the unit be permanently removed, it would be removed for a period of not less than 12 months.

Non-payment of rent

The bill would not change the ability of a landlord to evict a tenant for failure to pay rent. It is unclear, however, whether a tenant who is habitually late but always eventually pays the rent and any fees can be subject to a holdover eviction. The OLO report discusses the issue of No Right of Redemption, which a landlord can seek from the Court (OLO report page 37). The landlord must have obtained three or more judgements against the tenant in the prior 12 months.

Council staff believes there should be some language to make habitual late rent payment as a reason for Just Cause Eviction. The San Francisco ordinance uses that phrase, “habitually pays the rent late” and also includes frequently returned checks as a reason. The Seattle ordinance allow a reason to be tenant habitually fails to pay rent due and causes the owner to notify the tenant in writing of four or more times in a 12 months period.

Tenant loses job that includes the rental unit

New Jersey includes a provision that allows the landlord to terminate the lease if the apartment was part of a job, such as being the building manager or custodian. This is a very limited circumstance but may be worth considering.

Not accepting changes in terms of lease

When the lease period ends, with Just Cause Eviction, the landlord is required to offer a new lease unless there is a “Just Cause.” The bill does not prohibit changes to the lease and the information specifically notes that it does not impact the ability of a landlord to increase the rent. What is less clear is whether there are other changes that would be considered substantial and which a tenant who wants to holdover may not want to accept. For example, a new lease that no longer allows a pet or requires a pet deposit or changes the rules on smoking.

Council staff does not have a specific recommendation at this time regarding this issue.

Connection to rent increases

MC 22-19 does not change any current rules about rent increases. As noted in the OLO report, Just Cause Eviction and rent control are often linked, but they do not have to be. However, there is potential that if a landlord would prefer not to renew with a tenant, they could offer the holdover lease with a substantial rent increase that is unaffordable to the current tenant.

Bill No.: _____

Requested: _____

Committee: _____

Drafted by: Lodge

Typed by: Fran

Stored – 11/08/18

Proofread by _____

Checked by _____

By: **Montgomery County Delegation**

A BILL ENTITLED

1 **AN ACT concerning**

2 **Montgomery County – Residential Leases – Just Cause Eviction**

3 **MC 22-19**

4 **FOR the purpose of prohibiting a landlord from evicting a tenant from leased premises in**
5 **Montgomery County in the absence of just cause under certain circumstances;**
6 **specifying the circumstances under which just cause exists in certain actions to evict;**
7 **requiring a certain notice to a tenant to be sent in a certain manner under certain**
8 **circumstances; authorizing a landlord to evict a tenant only after providing certain**
9 **notice under certain circumstances; requiring a landlord to plead and prove certain**
10 **facts concerning just cause under certain circumstances; making certain eviction**
11 **actions in Montgomery County subject to a certain provision; defining certain terms;**
12 **providing for the application of this Act; declaring the intent of the General**
13 **Assembly; and generally relating to just cause evictions in Montgomery County.**

14 **BY adding to**
15 **Article – Real Property**
16 **Section 8-206.1 and 8-402(d)**
17 **Annotated Code of Maryland**
18 **(2015 Replacement Volume and 2018 Supplement)**

19 **SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,**

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 That the Laws of Maryland read as follows:

2 **Article – Real Property**

3 **8-206.1.**

4 **(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS**
5 **INDICATED.**

6 **(2) “EVICT” MEANS TO TAKE ANY ACTION AGAINST A TENANT TO**
7 **TERMINATE THE TENANCY AGAINST THE TENANT’S WILL.**

8 **(3) “LEASED PREMISES” MEANS A DWELLING UNIT THAT IS SUBJECT**
9 **TO A RESIDENTIAL LEASE.**

10 **(B) THIS SECTION APPLIES ONLY IN MONTGOMERY COUNTY.**

11 **(C) A LANDLORD MAY NOT EVICT A TENANT FROM LEASED PREMISES IN THE**
12 **ABSENCE OF JUST CAUSE.**

13 **(D) FOR PURPOSES OF THIS SECTION, JUST CAUSE EXISTS IF:**

14 **(1) A TENANT HAS CAUSED A SUBSTANTIAL BREACH OF THE LEASE OR**
15 **SUBSTANTIAL DAMAGE TO THE LEASED PREMISES OR ANOTHER AREA OF THE**
16 **PROPERTY AND, AFTER RECEIVING NOTICE TO CURE OR CORRECT THE BREACH OR**
17 **PAY THE REASONABLE COST OF REPAIRING THE DAMAGE, THE TENANT FAILS TO**
18 **COMPLY;**

19 **(2) AFTER RECEIVING NOTICE TO CEASE, A TENANT CONTINUES TO**
20 **ENGAGE IN DISORDERLY CONDUCT SO AS TO DISTURB THE PEACE AND QUIET OF**
21 **OTHER TENANTS;**

22 **(3) A TENANT HAS ENGAGED IN ILLEGAL ACTIVITY ON THE LEASED**
23 **PREMISES OR ON A PUBLIC RIGHT-OF-WAY ABUTTING THE LEASED PREMISES;**

24 **(4) A TENANT, WITHOUT REASONABLE CAUSE, REFUSES TO GRANT**
25 **THE LANDLORD ACCESS TO THE LEASED PREMISES FOR THE PURPOSE OF MAKING**
26 **REPAIRS OR IMPROVEMENTS OR INSPECTING THE LEASED PREMISES, OR AS**

1 OTHERWISE AUTHORIZED UNDER THE RESIDENTIAL LEASE OR APPLICABLE LAW;

2 (5) A LANDLORD, IN GOOD FAITH, SEEKS TO RECOVER POSSESSION
3 OF THE LEASED PREMISES FOR USE BY THE LANDLORD OR THE LANDLORD'S
4 SPOUSE, CHILD, PARENT, OR GRANDPARENT;

5 (6) A LANDLORD, IN GOOD FAITH, SEEKS TO PERMANENTLY REMOVE
6 THE LEASED PREMISES FROM THE RENTAL MARKET; OR

7 (7) A LANDLORD, AFTER HAVING OBTAINED ALL NECESSARY
8 PERMITS, SEEKS TO UNDERTAKE SUBSTANTIAL REPAIRS OR RENOVATIONS THAT
9 CANNOT BE COMPLETED WHILE THE LEASED PREMISES ARE OCCUPIED.

10 (E) A NOTICE REQUIRED TO BE GIVEN TO A TENANT UNDER SUBSECTION
11 (D)(1) OR (2) OF THIS SECTION SHALL BE SENT BY CERTIFIED MAIL, RETURN
12 RECEIPT REQUESTED.

13 (F) (1) NOTWITHSTANDING ANY OTHER PROVISION OF LAW, A LANDLORD
14 MAY FILE TO EVICT A TENANT ONLY AFTER PROVIDING THE TENANT WITH NOT LESS
15 THAN 60 DAYS' NOTICE, SENT TO THE TENANT BY FIRST-CLASS MAIL WITH A
16 CERTIFICATE OF MAILING IN WRITING.

17 (2) THE NOTICE REQUIRED UNDER THIS SUBSECTION SHALL STATE
18 THE JUST CAUSE, AS PRESCRIBED UNDER SUBSECTION (D) OF THIS SECTION, ON
19 WHICH THE ACTION TO EVICT IS BASED.

20 (3) THE BASIS FOR JUST CAUSE SHALL BE INCLUDED IN THE
21 COMPLAINT TO EVICT THAT IS FILED IN THE DISTRICT COURT OF MONTGOMERY
22 COUNTY.

23 8-402.

24 (D) (1) THIS SUBSECTION APPLIES ONLY IN MONTGOMERY COUNTY.

25 (2) AN ACTION TO EVICT UNDER THIS SECTION IS SUBJECT TO §
26 8-206.1 OF THIS TITLE.

27 (3) THE CONTENTS OF THE NOTICE REQUIRED UNDER THIS SECTION

1 **SHALL INCLUDE THE BASIS FOR JUST CAUSE AS REQUIRED UNDER § 8-206.1 OF THIS**
2 **TITLE.**

3 **(4) THE LANDLORD SHALL PLEAD AND PROVE THE SPECIFIC FACTS**
4 **THAT DEMONSTRATE THE JUST CAUSE ON WHICH THE COMPLAINT IS BASED.**

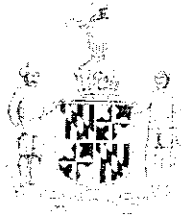
5 **SECTION 2. AND BE IT FURTHER ENACTED,** That this Act shall be construed to
6 apply only prospectively and may not be applied or interpreted to have any effect on or
7 application to any residential lease executed in Montgomery County before the effective
8 date of this Act.

9 **SECTION 3. AND BE IT FURTHER ENACTED,** That it is the intent of the General
10 Assembly that:

11 (1) the Montgomery County Department of Housing and Community
12 Affairs shall update all information provided by the Department concerning the rights of
13 residential tenants to include the rights provided under this Act; and

14 (2) a landlord of residential property in Montgomery County shall provide
15 a current or prospective tenant with information concerning the rights of tenants under
16 this Act when any residential lease is executed or renewed on or after the effective date of
17 this Act.

18 **SECTION 4. AND BE IT FURTHER ENACTED,** That this Act shall take effect
19 October 1, 2019.



THE MARYLAND HOUSE OF DELEGATES
ANNAPOLIS, MARYLAND 21401

MC 22-19 Proposed Amendments

- Page 2, lines 22-23 (Just Cause Reason #3): Edit to clarify that it includes illegal activity in all areas of the property. "A tenant has engaged in illegal activity on the leased premises or another area of the property, or on the public right-of-way abutting the leased premises."
- Page 3, lines 7-9 (Just Cause Reason #7): Add exception for emergencies where buildings need to be emptied. Working with landlord representatives on mutually agreeable language.
- Page 3, lines 10-12: Require first class mail with a certificate of mailing.
- Page 3, line 13: Remove the words "Notwithstanding any other provision of law"
- Move entire bill under "Tenant Holding Over" statute (8-402).



THE MARYLAND HOUSE OF DELEGATES
ANNAPOLIS, MARYLAND 21401

Montgomery County – Residential Leases – Just Cause Eviction MC 22-19

Montgomery County – Residential Leases – Just Cause Eviction MC 22-19 prohibits a landlord from evicting a tenant from leased premises in Montgomery County in the absence of just cause.

Evictions have a tremendous impact on residents in every corner of our community, and can lead to homelessness, job loss, income insecurity, and increased student transiency, among other negative impacts. **10,451 evictions were ordered in Montgomery County in fiscal year 2017 alone.** Many of these individuals and families were displaced and faced with finding a new place to live or removal from their homes.

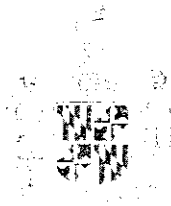
This year, the Montgomery County Delegation authorized an Interim Study on Just Cause Evictions to study its impact. We compared just cause eviction protections in over 10 jurisdictions, and convened two open sessions for the work group - which consisted of legislators, advocates, lawyers, landlords, and tenants - to determine how just cause would best benefit Montgomery County. Underscoring the urgency of this issue, the Office of Legislative Oversight released a report this year on evictions in Montgomery County, and the findings reiterated the negative impact of evictions in our community.

With just 60 days notice and no reason provided, a tenant can be subject to eviction. It is critical that we ensure that Montgomery County families are safeguarded from destabilizing and unjust displacement. I'm proud to introduce MC 22-19 to ensure that no resident is evicted without a just cause. Lack of transparency in the eviction process opens the door for retaliation, discrimination, and arbitrary evictions, which have a negative impact on housing, income, and job security.

MC 22-19 applies to Tenant Holding Over actions. It requires that a just cause is stated in the notice to vacate, and this just reason must be demonstrated in the existing court proceedings. By requiring a stated reason for the eviction, MC 22-19 ensures increased housing stability in Montgomery County and a thorough, balanced process for evictions. Just causes include: tenant breach of lease, the tenant engaging in illegal activity on the premises, the landlord removing the

JHEANELLE WILKINS
Legislative District 20
Montgomery County

Ways and Means Committee



The Maryland House of Delegates
6 Bladen Street, Room 224
Annapolis, Maryland 21401
410-841-3493 • 301-858-3493
800-492-7122 Fax: 3493
Fax 410-841-3445 • 301-858-3445
Jheanelle.Wilkins@house.state.md.us

THE MARYLAND HOUSE OF DELEGATES
ANNAPOLIS, MARYLAND 21401

unit from the market, the unit undergoing extensive renovations, and several other just causes listed in the bill.

Implementing just cause evictions in Montgomery County is an important step in ensuring that evictions proceedings are fair and transparent. Upholding housing stability, promoting housing affordability, and protecting the rights of those in our community has always been a priority for this Delegation. For these reasons, I urge your support for MC 22-19.

Sincerely,

A handwritten signature in black ink, appearing to read "Jheanelle Wilkins".

Delegate Jheanelle Wilkins

Just Cause Eviction - MC 22-19

Fact Sheet

Evictions are a judicial process that result in the court-ordered removal of a tenant and their belongings. 10,451 evictions were ordered in Montgomery County in FY 17. These evictions spiral families into housing instability and economic insecurity. Although evictions have serious negative consequences, some residents are evicted with no stated reason provided for the eviction. **MC 22-19 safeguards residents by ensuring that a justified reason is provided before a resident is evicted from their home.**

The three common types of evictions are: Failure to Pay Rent, Breach of Lease, and Tenant Holding Over. **MC 22-19 and the Just Cause provisions that it creates only apply to Tenant Holding Over evictions.** In Tenant Holding Over eviction actions, a landlord can take action to evict a tenant without any reason provided and with just 60 days notice. Tenant Holding Over actions occur at the end of a lease when a landlord decides not to renew the lease. The landlord is required to provide notice with a date by which the tenant must vacate (at least 60 days). Although most tenants vacate the property by the date provided on the notice, if a tenant remains in the unit after the specified date, a landlord may file a Tenant Holding Over action in court.

MC 22-19 requires landlords to state a Just Cause in the notice to vacate that must be demonstrated during the existing court process in order to evict a tenant. States and jurisdictions across the nation, including New Hampshire; New Jersey; Washington, D.C.; New York City, New York; Seattle, Washington; and Oakland, California require Just Cause for evictions.

MC 22-19:

- Applies only to Tenant Holding Over Actions
- Requires a landlord to provide a Just Cause reason on the notice to vacate in Tenant Holding Over Actions and demonstrate that reason during the existing court process.
- Just Causes include:
 - ◆ Tenant has caused a substantial breach of the lease or substantial damage to the leased premises or another area of the property and, after receiving notice to cure or correct the breach or pay the reasonable cost of repairing the damage, the tenant fails to comply;
 - ◆ After receiving notice to cease, a tenant continues to engage in disorderly conduct so as to disturb the peace and quiet of other tenants;
 - ◆ A tenant has engaged in illegal activity on the leased premises or on a public right-of-way abutting the leased premises;
 - ◆ A tenant, without reasonable cause, refuses to grant the landlord access to the leased premises for the purpose of making repairs or improvements or inspecting the leased premises, or as otherwise authorized under the residential lease or applicable law;

Just Cause Eviction - MC 22-19

Fact Sheet

- ◆ A landlord, in good faith, seeks to recover possession of the leased premises for use by the landlord or the landlord's spouse, child, parent, or grandparent;
- ◆ A landlord, in good faith, seeks to permanently remove the leased premises from the rental market; or
- ◆ A landlord, after having obtained all necessary permits, seeks to undertake substantial repairs or renovations that cannot be completed while the leased premises are occupied.

MC 22-19 protects families and communities in Montgomery County. It ensures greater housing stability for all renters by prohibiting a landlord from evicting a resident from their home without a justifiable reason.

Frequently Asked Questions

Does Just Cause create more cost and increase the process for evictions?

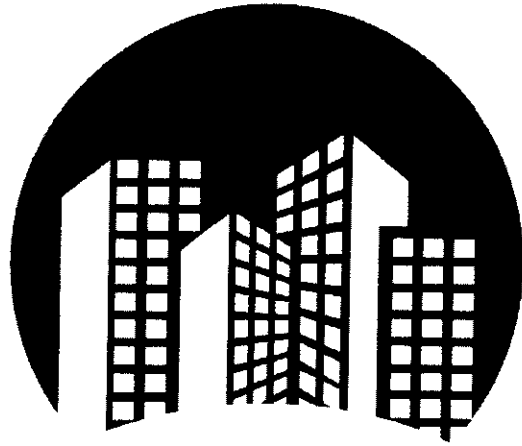
- Just Cause is not expected to increase the number of Landlord-Tenant Court cases or exponentially slow down the court process. It works within the existing evictions process by requiring a reason to be provided on the required notice to vacate and that this reason be demonstrated in Landlord-Tenant Court.

Can landlords evict “problem” tenants under MC 22-19?

- Under MC 22-19, landlords may continue to file court actions against tenants whose actions warrant eviction.
- Under current law, a landlord may evict a tenant who breaches the lease at any time with 14-30 days notice required in current statute. MC 22-19 leaves the current Breach of Lease statute untouched.
- Under MC 22-19, if a landlord chooses to wait until the end of the lease to evict a tenant whose actions warrant an eviction, the notice to vacate must provide the Just Cause reason and it must be demonstrated in court.

Is Just Cause unfair to landlords and does it reduce their rights?

- The current eviction process is extremely unbalanced. Most tenants have no access to legal representation to defend themselves and against evictions. This is especially important in Landlord-Tenant court where most landlords have high-powered attorneys representing them.
- MC 22-19 maintains the ability of landlords to file eviction court actions. Landlords must already go to court in order to evict a tenant. The bill only requires that a reason for the eviction is provided in the notice to vacate and considered in court. The ultimate decision on eviction orders remains with the District Judge judge.
- Tenants who have evictions filed against them without a reason being provided have no opportunity to defend themselves.



Montgomery County Delegation Just Cause Eviction Interim Study

November 2018

Letter from the Chair

Dear Colleagues,

Thank you for the opportunity to thoroughly explore the issue of just cause evictions during the legislative interim. Over the last few months, members of the public as well as stakeholders and elected officials have gained insightful knowledge during the public meetings and discussions on just cause.

Evictions have a tremendous impact on residents in every corner of our community, and can lead to homelessness, job loss, income insecurity, housing instability, health problems, and student trauma, among other grave impacts. 10,451 evictions were ordered in Montgomery County in fiscal year 2017 alone¹. Many of these individuals and families were displaced.

Sharron Holquin, a 65-year-old Gaithersburg resident and participant in this Just Cause Eviction Study was one of these residents:

"For the last three years, I have lived in my apartment, paying my rent on time, living and working in my community and taking care of my grandchildren. I have from time to time made some complaints about maintenance issues and parking access, but I do not know if these concerns were what caused my landlord to evict me. I have packed up all my belongings, but we have been unsuccessful in securing another apartment that I can afford. My landlord filed against me in court for Tenant Holding Over. If he is successful, and if I am unable to find another affordable apartment, I will be homeless."

For residents like Sharron, no stated reason for the eviction was provided with her notice to vacate her home. At the end of a lease, landlords are not required to provide any justification for an eviction. Requiring the reason to be provided in the notice is the core of just cause eviction legislation.

As you may recall, I introduced legislation to require just cause evictions in Montgomery County in the 2018 Maryland General Assembly Legislative Session. As a result of the bill, the Delegation authorized a study of just cause evictions with a goal of better understanding the issue and impact of just cause to help inform further action in Montgomery County. Our study adds to the nationwide and local discussion on evictions

¹ Office of Legislative Oversight Report 10/2018, Evictions in Montgomery County, Page 24

JUST CAUSE EVICTIONS INTERIM STUDY BRIEF

and their impact. Demonstrating the timeliness of this effort, the Montgomery County Office of Legislative Oversight recently released a report, *Evictions in Montgomery County*, which provides immensely useful insights and information on just cause.

To begin our work, in August 2018, I appointed work group members that reflect key stakeholders, experts, and the diversity of the county. The following individuals were appointed to the Just Cause Eviction Work Group:

- Delegate Marc Korman
- Delegate-Elect Emily Shetty
- Councilmember Tom Hucker
- Debbie Amster, Jews United for Justice
- Greg Countess, Maryland Legal Aide
- Djawa Hall, Progressive Maryland
- Sharron Holquin, Renter
- Ellie Kugler, Renter
- Matt Losak, Montgomery County Renters Alliance, Inc.
- Julio Murillo-Khadjibaeva, CASA
- Karyn Onyeneho, Renter
- Zafar Shah, Public Justice Center
- Ron Wineholt, Apartment and Office Building Association

The Work Group held inclusive public meetings that allowed any participant to ask questions and join the discussion. We met in person with meetings open to the public on August 14, 2018 and September 20, 2018. We also met by phone on September 6, 2018. Every member of the Montgomery County Delegation and the Montgomery County Council was invited to each in-person meeting, and I appreciate the participation of colleagues who were able to attend.

I am proud of the open and productive dialogue on this issue, and hope this brief will be beneficial to our future deliberations.

Sincerely,



Delegate Jheanelle Wilkins
Chair

Just Cause Eviction Interim Study Glossary of Terms

Affordable Housing: Includes four programs: Moderately Priced Dwelling Unit (MPDU), Group Home Rehabilitation, Weatherization, and Single-Family Home Improvements².

Arbitrary Lease Termination: The termination of a lease on unsubstantiated grounds.

Breach of Lease: A violation of any of the written agreements contained in a lease between Landlord and Tenant. Breach of lease is also one of the valid reasons for eviction of a tenant³.

Due Process: A fundamental, constitutional guarantee that all legal proceedings are fair and that one will be given notice of the proceedings and an opportunity to be heard. By law, any case of eviction of a tenant must be decided by a judge in a court of law⁴.

Eviction: The court-ordered removal of the tenant and the tenant's personal belongings from a rental property. It is the final step in a landlord's repossession of the property. A tenant may be evicted for non-payment of rent (Failure to Pay Rent), breach of the lease agreement (Breach of Lease), or failing to vacate after receiving proper notice from or giving proper notice to the landlord (Tenant Holding Over). A tenant can only be evicted by Order of the District Court in the presence of the Sheriff who executes that Order⁵.

Failure to Pay Rent: Non-payment of rent is one of the current reasons for eviction. If rent is not paid, the landlord has the right to file suit in District Court. The District Court will schedule hearing where a judge will decide whether the landlord is entitled to rent and/or possession of the property⁶.

Fair Housing Laws: Laws against discrimination based on race, color, national origin, religion, sex, familial status, or disability. No landlord may terminate a tenancy,

² <https://montgomerycountymd.gov/DHCA/housing/organization.html>

³ Montgomery County Landlord-Tenant Handbook; page 22,26

⁴ MD Constitution, Declaration of Rights, Art. 24

⁵ Montgomery County Landlord-Tenant Handbook; page 26

⁶ Montgomery County Landlord-Tenant Handbook; page 4

decrease any services provided for in the lease or increase the rent merely because a tenant exercises rights protected under County or State Landlord-Tenant laws. No landlord may evict a tenant without following proper judicial process. Furthermore, a landlord may not issue a tenant a notice to vacate based on the tenant's race, color, national origin, religion, sex, marital status, physical or mental disability, presence of children, ancestry, source of income, sexual orientation, or age⁷.

Housing Insecurity: Housing insecurity is the lack of security in an individual shelter that is the result of high housing costs relative to income, poor housing quality, unstable neighborhoods, overcrowding, and/or homelessness⁸.

Just Cause Eviction (JCE): Just cause eviction statutes are laws that protect tenants from eviction for an improper reason. Cities or states that have just cause eviction statutes allow landlords or owners to evict a tenant only for certain reasons outlined in the law.

Landlord-Tenant Complaint: An official complaint filed against a landlord or tenant against the other party with the Office of Landlord-Tenant Affairs.

Lease: The written agreement that defines the rights and responsibilities of a landlord and a tenant⁹.

Low-Income Housing Tax Credit (LIHTC): A federal program for encouraging the investment of private equity in the development of affordable rental housing for low-income households¹⁰.

Notice to Quit: A type of eviction notice given to a tenant by a landlord in written form. A notice to quit must always be in writing, state the specific date by which a tenant has to vacate. For a Breach of Lease, it must be provided at least 30 days prior to the date by which the landlord intends to repossess the property¹¹. If the landlord is providing notice to not renew the lease, the notice must be provided 30 days in advance of move-out date.

⁷ Montgomery County Landlord-Tenant Handbook; Page 6

⁸ <https://aspe.hhs.gov/report/ancillary-services-support-welfare-work>

⁹ Montgomery County Landlord-Tenant Handbook; page 12

¹⁰ Montgomery County Landlord-Tenant Handbook; page 6

¹¹ Montgomery County Landlord-Tenant Handbook; page 20

Retaliatory Eviction: When a landlord attempts to evict a tenant after the tenant has taken an action that offends the landlord in some way¹².

Tenant: One who has the occupation of lands or tenements of another; *specifically*: one who rents or leases a dwelling (such as a house) from a landlord¹³.

Tenant Holding Over (THOs): a renter who remains in a property after the expiration of the lease¹⁴.

Writ of Restitution: An eviction order issued by the District Court, which directs the sheriff to evict the tenant. 10,451 were issued in 2017.

About Just Cause

Just Cause strengthens stable housing for all renters by requiring that no resident is evicted from their home without a justifiable reason. It outlines the process and justifiable reasons for evictions, which often include failure to pay rent; removal of the unit from the market; breach of lease; and appropriate business decisions, including removal from the market or substantial renovations.

Under current law, at the end of a lease, landlords are not required to provide any justification for an eviction. With just 60 days' notice to vacate, a family can spiral into housing instability with no stated reason for their removal provided. This means that families, children, people with disabilities, students, and individuals can be forced out of their homes with little ability to defend themselves.

States and jurisdictions across the country with large and longstanding rental housing populations, including New Hampshire; New Jersey; Washington, D.C.; New York City, New York; Seattle, Washington; and Oakland, California require just cause for evictions.

Note: Montgomery County's rental housing population has grown from about 23% in 2007 to nearly 40% today.

¹² <https://www.thebalancesmb.com/what-is-a-retaliatory-eviction-2125266>

¹³ Montgomery County Landlord-Tenant Handbook; Page 1-2

¹⁴ Montgomery County Landlord-Tenant Handbook; Page 23

Overview of Just Cause in the United States:

The Just Cause Eviction Work Group reviewed and compared various jurisdictions across the U.S. that have Just Cause Eviction laws, including: New Jersey (statewide law); New Hampshire (statewide law); Washington, DC; Seattle, Washington; New York City; Oakland, California; and San Jose, California. Our review focused on the types of properties included in the statutes, the reasons that qualified as “just cause,” and provisions related to changes in the lease.

Washington, D.C.’s law states “No tenant shall be evicted from a rental unit, notwithstanding the expiration of the tenant’s lease or rental agreement, so long as the tenant continues to pay the rent to which the housing provider is entitled for the rental unit.” In other words, the premise for just cause states that no tenant will be evicted as long as the tenant continues to pay their rent. They also must first be served written notice to vacate, detailing the reasons for the eviction.

Just Cause laws in other jurisdictions sometimes included exclusions. These exclusion provisions generally apply to property rented for residential purposes, except those explicitly excluded such as hospitals, long-term hotels; non-profits that provide temporary housing for the homeless; and rental units where the owner occupies a unit in the same property as his or her principal residence and regularly shares kitchen or bath facilities.

The most common just causes included in these laws were:

- Non-payment of rent or habitual late payment of rent
- Breach of a rental agreement or lease
- Substantial damage to the premises by tenant or tenant’s guests; negligence
- “Good faith” owner-occupancy or occupancy by a member of the landlord’s immediate family
- To withdraw the rental units from the rental market
 - To perform capital improvements which will make the unit temporarily uninhabitable while the work is being done
 - To perform substantial rehabilitation of a building
 - To demolish or permanently remove a rental unit from housing use
 - Behavior of the tenant or members of his or her family that adversely affects the health or safety of other tenants or the landlord
- Creation of a nuisance or substantial interference with the landlord or other tenants in the building
- Tenant illegal activities or illegal use of unit (i.e. subtenant not approved by landlord, or court determined tenant acted illegally within the unit)

JUST CAUSE EVICTIONS INTERIM STUDY BRIEF

- Unit violations of health & safety code
- Failure to allow landlord access
- Tenant rejected written lease extension

Some other patterns to note are:

- Some statutes provide 30 days for the tenant to correct actions. Some also outline tenant defenses, including being a victim of a crime, domestic violence, etc.
- New Jersey Just Cause: *"the landlord or owner shall have the burden of proving that any change in the terms and conditions of the lease, rental or regulations both is reasonable and does not substantially reduce the rights and privileges to which the tenant was entitled prior to the conversion."*
- New Hampshire Just Cause: *"A tenant's refusal to agree to a change in the existing rental agreement calling for an increase in the amount of rent shall constitute good cause for eviction under paragraph II(e) of this section, provided that the landlord provided the tenant with written notice of the amount and effective date of the rent increase at least 30 days prior to the effective date of the increase."*
- Oakland Just Cause: *"Remedy for violation of eviction controls: A tenant who prevails in an action brought by a landlord for possession of the premises shall be entitled to bring an action against the landlord and shall be entitled to recover actual and punitive damages, costs, and reasonable attorney's fees."*
- Washington, DC Just Cause: *"Under renovations just cause, landlord must provide tenant with notice of all tenant rights, list of resources for technical assistance (published by the mayor), etc." and "No housing provider shall evict a tenant on any day when the National Weather Service predicts at 8:00 am that the temperature ...will fall below 32 degrees Fahrenheit or 0 degrees centigrade in the next 24 hours."*

Case Study: Washington, D.C.

In Washington, D.C., before a landlord can file an action to evict a tenant, they must issue a notice that includes the just cause. The notice must expire before the eviction can be filed. If the eviction is for non-payment of rent, the tenant has the right to redeem tenancy at any time up until the time of eviction. Under section 501 of the Rental Housing Act, no tenant in the district may be evicted for any reason other than those enumerated in the act, so long as the tenant continues to pay rent. Those reasons include: Non-payment of rent, a violation of the obligation of tenancy, illegal activity as determined by the court, the personal use and occupancy for the owner and contracting personnel, repairs that cannot be made while the property/unit is occupied, demolition, and discontinuation of housing use.

There are several provisions relating to the grounds that there has been a violation of obligations to tenancy

- Tenant causes substantial damage, disorderly conduct
- Tenant refuses to allow the landlord in to make repairs.

The tenants refusal to sign a renewal lease is not considered a cause for eviction in Washington D.C. Instead, the tenant retains the right for month-to-month tenancy after the end of lease term.

According to Joel Cohen, Legislative Director in the D.C. Office of the Landlord-Tenant, there is "no question" that if Washington, D.C. did not have just cause protections that cases of unjust evictions would be rampant.

Evictions in Montgomery County

Evictions are a legal process, and tenants may not be evicted without a court order, which begins with a landlord filing a complaint in court. The three main eviction legal actions are "Failure to Pay Rent," "Breach of Lease," and "Tenant Holding Over." It is important to note that Maryland residents have no right to counsel in eviction cases.

- **In Failure to Pay Rent court actions** are the most common court cases. These cases are expedited In Failure to Pay Rent actions, the landlord must show they are owed rent. In Montgomery County, tenants can exercise their right to redemption (pay in order to stay) three times in a 12 month period. On the fourth instance, the landlord can request to foreclose the right to redemption. The Failure to pay rent court process is expedited and more affordable. A landlord is not required to provide any notice to the tenant before filing the complaint.
- **In Breach of Lease court actions**, the landlord must demonstrate a substantial violation of the lease that warrants eviction.

Tenant Holding Over Actions

These cases are the focus of just cause legislation in Montgomery County. Tenant Holding Over takes place when a tenant remains on the property after the lease expires. If the landlord chooses not to renew the lease, they must provide a vacate notice with an exact date to vacate. A 60-day pre-complaint notice is required (a notice to terminate the lease or notice to quit), but the law does not require landlords to demonstrate a reason for ending the tenancy. Most tenant vacate the property after receiving this notice. However, if the tenant does not vacate the property by the stated date, the

JUST CAUSE EVICTIONS INTERIM STUDY BRIEF

landlord can seek a court order to remove the tenant. During the Just Cause Interim Study first meeting, several tenants shared that they were “holding over” because they did not have anywhere else to live.

In the court process, the landlord must show only that adequate notice to quit was given to the tenant and that the tenant has not vacated. If the tenant is still on the property after 60 days from the notice to end the lease/tenancy, the landlord can file tenant holding over complaint. During the court process, a reason for the eviction or non-renewal of lease is not required. The courts also do not ascertain why the tenant is on the property.

Just cause legislation generally requires a reason to be stated on the notice to vacate that must be defended if the court proceeds to court.

The Evictions in Montgomery County report provides data and a detailed explanation of the eviction process.

Landlord Concerns Presented by Apartment and Office Building Association (AOBA):

The Just Cause Eviction Work Group included a landlord representative who outlined the following concerns with Just Cause Evictions:

- Lack of fairness: Contracts are typically freely entered into by two willing parties. Leases are for a specified period of time, and either party may choose not to renew the lease at the end of the term after providing notice. In contrast, just cause eviction would bind one party to perpetually renew a contract.
- Concern around the 2018 legislation’s language: The 2018 legislation’s reference to “substantially similar terms,” could be construed to impose rent control.
- Difficulty removing problem tenants: just cause could make it difficult to remove problem tenants. Landlords do not want empty units. If there is a tenant that is a problem, the owner would have to prove within court that the tenant engaged in prohibited conduct within the law stated by the current version of the just cause bill. The long court process could take away business and make it harder to get problem tenants out - thereby endangering other tenants.
- The issues of focus should be on intimidation and retaliation: Since all testimony in recent years by witnesses advocating for just cause cited in their justification the fear of intimidation and retaliation, it is suggested that in the future the discussion focus on amending retaliation provision.

Conclusion

The immense number of renters and lack of affordability in Montgomery County's housing stock demonstrate the need for housing stability measures that keep tenants in their homes. The Just Cause Interim Study provided important insights into the impact of Just Cause in Montgomery County and relative ease with which a renter can find themselves in eviction proceedings. Landlord participation in the work group as well as in the public discussions helped to outline situations where ability to reclaim possession of a unit is important. However, this study underscored the need to ensure that no one should be evicted without a just cause. Tenant Holding Over court actions have the lowest bar for evictions because landlords are not required to provide a reason in their notice or in court, and this statute is the focus of Just Cause Evictions legislation. The meeting discussions, stakeholder input, and expert guidance have informed local legislation on Just Cause and will continue to inform the legislative process. Thank you again for the opportunity to further study the issue of just cause.

Appendix 1:
Meeting #1 Agenda

Montgomery County House Delegation
Just Cause Eviction Interim Study | Meeting #1

Tuesday, August 14, 2018
6:30 pm - 8:30 pm
Silver Spring Civic Center, Fenton Room

- I. **Welcome:** *Delegate Jheanelle Wilkins, Just Cause Eviction Study Chair*
- II. **Tenant story:** *Sharron Holquin*
- III. **Presentations:**

Zafar Shah, Attorney, Public Justice Center
Joel Cohn, Legislative Director, DC Office of the Tenant Advocate
- IV. **Q&A with Previous Speakers**
- V. **Presentations:**

Ron Wineholt, Vice President of Government Affairs, Apartment and Office Building Association
Greg Countess, Director of Advocacy for Housing and Community Development, Maryland Legal Aid
- VI. **Q&A with Previous Speakers & Discussion**
- VII. **Close & Discuss Next Meeting**

Appendix 2:
Meeting #2 Agenda

Montgomery County House Delegation
Just Cause Eviction Interim Study | Meeting #2

Thursday, September 20, 2018
6:30 pm - 8:30 pm
Executive Office Building Auditorium

- I. **Welcome**
Delegate Jheanelle Wilkins, Just Cause Eviction Study Chair
- II. **Evictions Process Presentation**
Zafar Shah, Public Justice Center
 - A. Questions & Discussion
- III. **Just Cause Jurisdictions Review**
Delegate Jheanelle Wilkins, Just Cause Eviction Study Chair
 - A. Questions & Discussion
- IV. **Work Group Legislative Discussion**
- V. **Closing & Next Steps**

Appendix 3:

Meeting #1 Notes:

Montgomery County House Delegation
Just Cause Eviction Interim Study
Meeting #1 Notes

Tuesday, August 14, 2018
6:30 pm - 8:30 pm
Silver Spring Civic Center

Just Cause Eviction Work Group:

Chair: Jheanelle Wilkins, Maryland State Delegate

Work Group Members Present: Matt Losak, Renters Alliance of Montgomery County; Julio Murillo, CASA; Debbie Amster, Jews United for Justice; Councilmember Tom Hucker; Karyn Onyeneho, renter; Sharron Holquin, renter; Elly Kugler, renter; Djawa Hall, Progressive Maryland; Delegate Marc Korman; Greg Countess, Maryland Legal Aide; Ron Wineholt, Apartment and Office Building Association, Zafar Shah, Public Justice Center.

- I. Welcome: Delegate Jheanelle Wilkins, Just Cause Eviction Study Chair
 - A. This Delegation Study is the result of just cause legislation introduced during the legislative session. The Delegation decided to study the issue of just cause further during the legislative interim.
 - B. The goal of today's meeting is to understand what just cause is and its potential impact in Montgomery County.
 - C. The work group will develop a written product to share with the Delegation and the public.
- II. Expert and Stakeholder Presentations:
- III. Sharron Holquin, Tenant

"Ms. Holquin is a 65-year-old resident that has lived in Montgomery County for nearly twenty years. She received a notice from her landlord that her lease would not be renewed and that she had 60 days to move out. Under current law, the landlord said it was his right to evict her without any stated reason. "For the last three years, I have lived in my apartment, paying my rent on time, living and working in my community and taking care of my grandchildren. I have from time to time made some complaints about maintenance issues and parking access, but I do not know if these concerns were what cause my

landlord to evict me. With the help of the Renters Alliance, we were able to persuade the landlord to extend my eviction date another month, but I have not been able to secure another apartment yet that I can afford. I have packed up all my belongings and I am working with the Housing Opportunities Commission, but so far, we have been unsuccessful. This month, my landlord filed against me in court for Tenant Holding Over. If he is successful, and if I am unable to find another apartment, I will be homeless. I urge the Montgomery County Delegation, and all of you who have a voice in County affairs, to change the law so that no one can be evicted from their home without a good reason."

IV. Zafar Shah, Attorney, Public Justice Center

A. Montgomery County Renters at a Glance

1. 126,563 renter households (34% of occupied housing)
2. 56% of those renter households are families
3. Renter households have a median income of \$61,000.00, much higher than that of Baltimore City (\$21,000)
4. About 1/3 of renters are at an income level below \$35,000 dollars a year
5. Renters Facing Threat of Eviction
 - a) The American Housing Survey (2013) provided data on the prevalence of threatened eviction in the Washington, DC Metropolitan Statistical Area (DC, Montgomery County, Prince George's County, etc.)
 - (1) Surveyed people were 761,000 out of 6,133,552 people
 - (2) Out of those people, 2.1% of respondent renters faced threat of eviction
 - (3) From these respondents, 86.3% reported the reason for threat of eviction was non-payment of rent. Notably, 4.38% reported the reason was "Landlord wants to use unit for another tenant or purpose." This was double the national reported percentage

B. Montgomery County Evictions

1. 2016 saw over 45,000 'landlord -tenant actions' filed in the Montgomery County District Court. These are eviction actions for Failure to Pay Rent, Breach of Lease, and Tenant Holding Over
2. Maryland total exceeds 600,000 annually
3. The Top 3 jurisdictions in volume: Baltimore City, Baltimore County, and Prince George's County (accounting for around 75% of total findings)

4. Eviction actions only represent the tenants who went into eviction proceedings. There could be many more people who were unfairly given a notice to vacate who did not know their rights and left without court proceedings. These tenants would not be included in the eviction numbers

C. What is Just Cause Eviction?

1. "Just cause" eviction refers to legal limitations on a landlord's grounds for lease termination and/or eviction
2. Essential premise of just cause eviction is to increase renters' housing stability by prohibiting displacement brought on through no act/fault of the renter
3. "Just cause" may include (but is not limited to) material violation of the lease, including repeated rent delinquency; if the owner of the property has to demolish or rehabilitate the property; conversion/removal of the rental property; transfer of ownership of the property; and occupancy by landlord or landlord's relatives
4. Just cause eviction laws have existed around the country for decades and with wide variation
5. Notable and long-standing just cause eviction laws in: Washington, DC; Seattle; Chicago; San Francisco; Los Angeles; New York; New Jersey

D. Why Just Cause Eviction Now?

1. Existing statutes do not prohibit most arbitrary lease terminations
2. Arbitrary lease termination is a systemic factor in creating and perpetuating house insecurity
3. Arbitrary lease termination destabilizes the lives of "good tenants"
4. Domino effect in neighborhood and community levels
5. This is not entirely new to Maryland: Public housing, LIHTC, HUD grants require just cause
6. Arbitrary lease termination is only partially addressed in Fair Housing Laws and retaliatory eviction laws

E. How do evictions currently work?

1. In failure to pay rent actions, the landlord must show they are owed rent. In Breach of Lease actions, the landlord must show that there was a substantial violation of the lease that warrants eviction. In Tenant Holding Over cases, the landlord must show only that a 30-day notice to quit was given to the tenant. The law does not require landlords to demonstrate a reason for ending the tenancy

2. Maryland residents have no right to counsel in eviction cases. The effectiveness of anti-retaliation law is premised on a tenant taking on the entire burden of raising the issue, typically without a lawyer

F. Impact of Eviction

1. In 2015, sociologists Matthew Desmond and Rachel Kimbro found evicted mothers are more likely to experience depression and report their children's health as poor
2. Studies by Spanish and Swedish researchers show people who were evicted are more likely to experience symptoms of PTSD and to die of any cause
3. American Academy of Pediatrics Jan. 2018: "Multiple moves have been associated with adverse mental health, educational, and behavioral outcomes in children, and diminished physical and mental health in adulthood

V. Joel Cohn, Legislative Director, D.C. Office of the Tenant Advocate

Mr. Cohn's presentation is for informational purposes only. The D.C. Office of the Tenant Advocate has no position on just cause in Montgomery County or Maryland.

A. History of just cause in Washington, D.C. and what the law entails

1. In Washington, D.C., before a landlord can file an action to evict a tenant, they must issue a notice that include the just cause. The notice must expire before the eviction can be filed. If the eviction is for non-payment of rent, then the tenant has the right to redeem tenancy at any time up until the time of eviction
2. Basis for Eviction in Washington, D.C.
 - a) Under section 501 of the Rental Housing Act, no tenant in the district may be evicted for any reason other than those enumerated in the act, so long as the tenant continues to pay rent. Those reasons include: Non-payment of rent, a violation of the obligation of tenancy, illegal activity as determined by the court, the personal use and occupancy for the owner and contracting personnel, repairs that cannot be made while the property/unit is occupied, demolition, and discontinuation of housing use
 - b) The council has essentially determined that evictions over late fees and other diminutive reasons, is not a just cause
 - c) There are about 4-5 provisions relating to the grounds that there has been a violation of obligations to tenancy: Tenant causes substantial damage, disorderly conduct, tenant refuses to allow the landlord in to make repairs

d) If the tenant refuses to sign the renewal lease, that is not cause for eviction within D.C. The tenant within D.C. retains the right for month to month tenancy after the end of lease term

e) There is no question that if D.C. did not have just cause protections that cases of unjust evictions would be rampant

VI. Ron Wineholt, Vice President of Government Affairs, Apartment and Office Building Association

A. Evictions in Montgomery County:

1. State law provides that a landlord may only take possession of a dwelling unit from a tenant in accordance with a warrant of restitution issued by a court and executed by a sheriff. The typical causes for an eviction would be:
 - a) Failure to pay rent (the most common);
 - b) A breach of the lease that a judge finds to be substantial and that warrants eviction; or
 - c) Unlawfully holding over after the expiration of a lease
 - d) The number of landlord/tenant cases filed in the District Court for Montgomery County have been stable
 - e) The Montgomery County Office of Legislative Oversight is currently performing a study on evictions

B. Just Cause Eviction

1. The phrase "just cause eviction" is a misnomer, as it has nothing to do with the formal eviction process in Maryland. Instead, it is a concept that would bestow on a tenant the legal right to reside in a rental dwelling unit forever, unless the owner could prove in court that the tenant had violated one of a list of items considered prohibited conduct
2. The concept of just cause evictions causes concern to landlords because it is unfair. Contracts are typically freely entered into by two willing parties. Leases are for a specified period of time, and either party may choose not to renew the lease at the end of the term after providing notice.
3. In contrast, just cause eviction would bind one party to perpetually renew a contract. Just as it would be unfair to require a renter to renew rental contracts forever, it is unfair to require an owner to perpetually renew rental contracts

JUST CAUSE EVICTIONS INTERIM STUDY BRIEF

4. Renewal: It is unclear what is meant by requiring that the renewal be on "substantially similar terms." This could be construed to impose rent control
5. Harder to Remove Problem Tenants: The bill would make it difficult to remove problem tenants. The last thing wanted is empty units. If there is a tenant that is a problem the owner would have to prove within court that the tenant engaged in prohibited conduct within the law stated by the current version of the just cause bill
6. The long court process could take away business and make it harder to get problem tenants out - thereby endangering other tenants. The fundamental unfairness of the just cause law is that it binds one party of the contract and not the other, causing an imbalance and inhibiting the right to contract
7. Since all testimony in recent years by witnesses advocating for just cause cited in their justification the fear of intimidation and retaliation, it is suggested that in the future the discussion focus on amending retaliation provisions

VII. Greg Countess, Director of Advocacy for Housing and Community Development, Maryland Legal Aid

- A. There is a fundamental difference between a landlord's lease of commercial property and residential property. The parties are in balance in a commercial lease; if the business doesn't like the lease they can find another property. If you are a residential tenant within this county, most people do not have the financial freedom for contractual negotiation. There is often no other choice for tenants on the terms on the lease. In a residential context, the contract between a residential tenant and a landlord may be a contract of adhesion. A contract of adhesion means that there is no equal bargaining power between the parties
- B. The right to housing is a basic human right and what we are talking about here is removing arbitrary conduct. In addition, the right to due process of the law a staple of American law. Within the landowner/tenant context, I am referring to the basic context that the law should be fundamentally fair

VIII. Close & Discuss Next Meeting

- A. Next meeting date will be announced and will take place in Rockville
- B. Participants are encouraged to share additional questions and topics for further discussion with Wilkins staff to shape the agenda for the next meeting

Appendix 4:
Meeting #2 Notes

Montgomery County House Delegation
Just Cause Eviction Interim Study | Meeting #2

Thursday, September 20, 2018
6:30 pm - 8:30 pm
Executive Office Building Auditorium

I. Welcome

Delegate Jheanelle Wilkins, Just Cause Eviction Study Chair

- The first Just Cause Evictions meeting was held in Downtown Silver Spring on August 14th, 2018. Today's meeting is being held in Rockville to make sure there is geographic diversity. In the interim, the working group met by phone to discuss the first meeting and next steps. We plan to dig deeper into the step by step process for evictions, and to look at examples of just cause evictions from other jurisdictions.

II. Evictions Process Presentation

Zafar Shah, Public Justice Center

See Appendix

III. Discussion

- A. Q&A: At what point(s) the Just Cause Eviction legislation would come into play and change the process?
1. When looking at the bill draft from last session, you'll notice non-payment of rent and material violation of lease are just causes for eviction, and this is fairly common language when looking at Just Cause Eviction laws across the country. In a way, the landlord already has to show nonpayment of rent or demonstrate a substantial lease violation, so these proceedings wouldn't be heavily impacted.
 - a) The proceeding that would change under Just Cause Evictions is tenant holding over process', where a notice that states the date the tenant has to move out by is sufficient to go forward as a plaintiff.
 - b) Just Cause Evictions will necessitate that landlords provide a reason, and to proceed, the reason must be in the statute as "just cause" - rather than the landlord providing no

rationale, and little reason/information regarding the tenant holding over proceedings.

2. One issue to tease out going forward is what has to be stated by the landlord in a pre-filing notice. At trial, is there some additional verdict the landlord has to meet to establish just cause? Or - is the statute going to require that the tenant has to show that there was no just cause? These are some legal technical aspects that have to be worked out to ensure the statute is accomplishing increased due process and protection for housing stability.
- B. Q&A: At the end of the eviction process, once the Sheriff puts the notice on the door, what happens next? How are people actually evicted?
1. The hope is that most tenants leave the property before the Sheriff gets there. Otherwise, the Sheriff will knock on the door. In a nonpayment of rent case, the tenant can still exercise their right to redemption through payment.
 2. As previously mentioned, in tenant holding over/breach of lease cases, there's no redemption opportunities. The tenant in this situation will open the door and find out not only do they have to leave, but that they have lost the opportunity to take anything with them. Their property is considered to be reclaimed. All that property is lost for the tenant.
 3. There is no storage requirement in Maryland, although some jurisdictions in the U.S. do have a storage requirement. It's not an uncommon idea to take the property to storage. If the tenant after some period of time wants to reclaim their property, they have to pay the storage company. There is some exploitation there but most people want to get their property back. In Maryland, since there is no storage requirement, you don't have the right to come back in and reclaim the property. If you try to do so, you are trespassing.
- C. Comment: During the actual eviction, the Sheriff will come in and check for weapons, but the landlord is required to have people who will remove the property. The property of the tenant is then left on public land (ie. the sidewalk, curb, etc) for 24 hours and the tenant can take it away in that time. After 24 hours, the landlord can then move it to a storage facility or remove it completely.
1. The tenant has no right to stop this process unless, in a failure to pay rent case, they pay the money due and then the whole process is stopped. Landlords are required to accept payment in this case.
- D. Question: What protections does a tenant have in the case of fabrication of tenant consent to the eviction process?

1. Response: If the tenant gets the summons to go to court, in the case of failure to pay rent or breach of lease, despite having been assured by the landlord that the matter is settled, the tenant should go.
 2. Response: There are many liberties taken with the failure to pay rent District Court form. Almost anyone can file a form on behalf of the landlord. A company can file on behalf of a property manager or landlord. There are layers of representation. 9/10 times, the signature at the bottom of the form - threatening perjury - is signed by someone who has no personal knowledge of what they are attesting to on the form.
- E. Question: What kind of numbers are we talking about concerning the process beginning with notice and the amount of tenants that end up holding over?
1. Response: Last year, 45,000 landlord tenant cases ended in District Court. The fact that those cases were filed does not speak to how many notices of termination and notices to quit were actually distributed to tenants.
 2. Response: The appearance rate in landlord tenant actions is 3.5%. In terms of contested cases, not only did someone receive the notice, but they also responded to it and stayed long enough that the landlord was then compelled to file a case. This is only happening in 3.5% out of 45,000 cases.
- F. Question: How many days notice is there between notification of failure to pay rent and the court date?
- a) Response: Depends on many different factors, the court's ability to sift through cases, the Sheriff's capacity to serve the process, etc.
 - (1) For example, In Baltimore City, that notice time could be a couple of days, or 9-10 days.
 - (2) In the actual law across the state, it is only required that the trial be set 5 days before filing.
 - (3) There is no certain amount of time a tenant is going to have. If they are served one day before the case, they are still required to go to trial.
 2. Comment: In Montgomery and Prince George's County, the entire process from when rent becomes overdue to when the Sheriff deputy is knocking on door, takes 3-4 months. Of the 45,000 eviction cases per year in Montgomery County, for all three reasons (Failure to Pay Rent, Breach of Lease, and Tenant Holding over),

the Sheriff's office typically sees only 10,000 of those result in writs of restitution. About 800 or less of those actually result in evictions.

3. Comment: After the judgement, the tenant has 10 days to file an appeal. After the appeal period expires, the tenant can file a motion to reconsider. At end of 30 days, regardless of trial or judgement on the record, there is nothing that the tenant can do.

IV. Audience Q&A:

- A. Question: Is the just cause legislation an actual law or a proposed law, and is it applicable only within Montgomery County or all of Maryland? If this is only a proposed law, do we actually expect the assembly to list what the just causes are going to be for the evictions?

1. Response: The legislation on the topic was introduced by Delegate Jheanelle Wilkins during the 2018 Legislative Session. The bill was held in order to have a study/more conversation about what the bill will look like, and to further study evictions. It is not currently a law, and there is no intention to introduce the exact same bill from this past session, but rather, to use the information gathered from the study sessions to inform future legislation. The opportunity to speak with different stakeholders will hopefully ensure stronger legislation in the future.

2. Response: Part of the just cause legislation will be listing out the specific just causes, but it will apply only to Montgomery County. Montgomery County does not have the authority to implement this legislation on its own, so the state will enable them to pass it.

- B. Question: Regarding statistics given by Mr. Wineholt, do those numbers include people who have been involved in retaliatory evictions? Would a cure or quit clause be a possible addition to this bill?

1. Response: Yes, within the statistics provided, retaliatory eviction have been included.

2. Response: A cure or quit clause addition is a possibility for the legislation but it has not been drafted yet. This meeting has helped to inform the legislation, and we're hoping to hear from landlords regarding this clause.

- C. Comment: This legislation makes reporting dangerous neighbors that engage in drug dealing and prostitution rings difficult because the landlord is unable to report them without proof, even if the neighbors report them to the landlord.

1. Response: This is a very good point that we will be taking into consideration. Illegal activity, within every jurisdiction that we

studied, is a just cause for eviction. However, with or without the bill, there has to be due process.

2. Response: Crime in public housing is a little more complex than what you suggested. There are number of different intervention procedures and resources in place that prevent high crime in public housing. There still has to be proof of the crime for the court process to take place.

- D. Comment: This is something for the legislators to consider - A draft of the bill was introduced last year (HB 995) and has as one just cause provision: Tenants refusal to execute an extension or renewal of lease on terms substantially similar to the terms of the prior residential lease.

Montgomery County has rent guidelines, not rent control. It would be easy to interpret 'substantially similar to the terms of the prior residential lease' as essentially capping the rent for the renewal to be exactly the same as what exists. If that is the intent of the sponsor that is one thing but if it is not, then I respectfully suggest that clause should be modified, because it would open up to the court process as to whether a renewal offer that has a 5 percent increase - where Montgomery County's increase is 3% - is 'substantially similar.' If the breach of the residential lease is substantial, according to Maryland law, what determines whether a breach of lease is substantial and what is not?

- E. Comment: The drug dealer and prostitution point that came up earlier, that this is the same kind of highly racialized and class based narrative that we have seen used around the topics of welfare and 'welfare queens' that has been used to justify the reasons for decimating the public assistance programs for poor people and their families. It is not appropriate for us to use housing legislation to address issues like illegal activity in a house - that should be properly addressed through due process. The vast majority of renters are law abiding citizens who are just trying to house their families. I really want to urge the study committee and folks who are considering this legislation to avoid this kind of characterization of renters, or this attack to peg our housing policy to extremes that do not actually represent the bulk of renters in our county in any housing situation, public or otherwise.

V. Just Cause Jurisdictions Review

Delegate Jheanelle Wilkins, Just Cause Eviction Study Chair

- A. Jurisdictions and trends concerning just cause laws across the U.S: If enacted, Just Cause Evictions would not be unique to Montgomery County. Over the past few months, we compared various jurisdictions across the U.S. that already have Just Cause Eviction laws. The eight we

JUST CAUSE EVICTIONS INTERIM STUDY BRIEF

will be looking at today are: New Jersey (statewide law); New Hampshire (statewide law); Washington, DC; Seattle, Washington; New York City; Oakland, California; and San Jose, California.

- B. Specifically, we focused on the types of properties included in the statutes, the reasons that qualified as "just cause," and provisions related to changes in the lease.
- C. Washington, DC: *No tenant shall be evicted from a rental unit, notwithstanding the expiration of the tenant's lease or rental agreement, so long as the tenant continues to pay the rent to which the housing provider is entitled for the rental unit.*
 - 1. In other words, the premise for just cause states that no tenant will be evicted as long as they continue to pay their rent. They also must first be served written notice to vacate, detailing the reasons for the eviction.
- D. Exceptions: Just Cause provisions generally apply to property rented for residential purposes except those explicitly excluded"
 - 1. Hospitals, long-term hotels, etc.
 - 2. Non-profits that provide temporary housing for the homeless
 - 3. Rental units where the owner occupies a unit in the same property as his or her principal residence and regularly shared in the use of kitchen or bath facilities
- E. Just Causes:
 - 1. Non-payment of rent or habitual late payment of rent* (in Oakland, for example, this applies if they have failed to pay rent 4 or more times in a 12-month period)
 - 2. Breach of a rental agreement or lease
 - 3. Substantial damage to the premises by tenant or tenant's guests; negligence
 - 4. "Good faith" owner-occupancy or occupancy by a member of the landlord's immediate family
 - 5. To perform capital improvements which will make the unit temporarily uninhabitable while the work is being done
 - 6. To perform substantial rehabilitation of a building
 - 7. To withdraw the rental units from the rental market
 - 8. To demolish or permanently remove a rental unit from housing use
 - 9. Behavior of the tenant or members of his or her family that adversely affects the health or safety of other tenants or the landlord
 - 10. Creation of a nuisance or substantial interference with the landlord or other tenants in the building

JUST CAUSE EVICTIONS INTERIM STUDY BRIEF

11. Tenant illegal activities or illegal use of unit (i.e. subtenant not approved by landlord, or court determined tenant acted illegally within the unit)
 12. Unit violations of Health & Safety Code
 13. Failure to allow landlord access
 14. Tenant rejected written lease extension
- F. Just Causes, cont.
1. Some statutes provide 30 days for tenant to correct actions. Some also outline defenses that include being a victim of a crime, domestic violence, etc.
 2. In every jurisdiction, illegal actions within a unit, violating health and safety codes, endangering the lives of others, and being a nuisance to landlords and other tenants all fall under just causes for eviction.
- G. Other notable statutes:
1. New Jersey Just Cause: *"the landlord or owner shall have the burden of proving that any change in the terms and conditions of the lease, rental or regulations both is reasonable and does not substantially reduce the rights and privileges to which the tenant was entitled prior to the conversion."*
 2. New Hampshire Just Cause: *"A tenant's refusal to agree to a change in the existing rental agreement calling for an increase in the amount of rent shall constitute good cause for eviction under paragraph II(e) of this section, provided that the landlord provided the tenant with written notice of the amount and effective date of the rent increase at least 30 days prior to the effective date of the increase."*
 3. Oakland Just Cause: *"Remedy for violation of eviction controls: A tenant who prevails in an action brought by a landlord for possession of the premises shall be entitled to bring an action against the landlord and shall be entitled to recover actual and punitive damages, costs, and reasonable attorney's fees."*
 4. Washington, DC Just Cause: *"Under renovations just cause, landlord must provide tenant with notice of all tenant rights, list of resources for technical assistance (published by the mayor), etc."* and *"No housing provider shall evict a tenant on any day when the National Weather Service predicts at 8:00 am that the temperature ...will fall below 32 degrees Fahrenheit or 0 degrees centigrade in the next 24 hours."*

- H. The impact on subjects of Just Cause Evictions (landlords and tenants), having an exhaustive list of just cause reasons, and ensuring the lease portion of the legislation is correct as to avoid any unintended consequences, are all extremely important factors to consider.

VI. Work Group Legislative Discussion (Additional Comments/Q&A):

- A. Question: Does the City of Takoma Park already have a law concerning just cause eviction?
1. Response: In Takoma Park, there are not currently any just cause provisions. The Mayor and several City Councilmembers are interested in adopting the legislation, but they do not currently have burden of proof requirements on the landlord or any enforceable just cause eviction statutes.
- B. Question: Is it possible for there to be any kind of role for the encouragement of mediation in order to avoid an eviction?
1. Response: New Jersey has laws on books that encourage mediation especially in regard to failure to pay rent. The Office of Landlord Tenant Affairs also offers mediation resources.
- C. Comment: At the last meeting, it was mentioned that it was unfair for landlords to have to give a reason for evicting a tenant. If someone can afford to buy a house, if they pay their mortgage on time every month, then the bank cannot appear and evict them. Because apartment owners cannot afford a house and reside within an apartment, where they pay their rent as well, landlords do not have to give a reason for evicting them.
- D. Comment: There should be common language or supplementary material presented to tenants in addition to their lease or other legal documents. A person should not have to be a lawyer in order to understand their lease nor should they be unable to understand their rights if presented with an eviction notice.
- E. Comment: There has of yet been no concrete discussion on the economic impact of this legislation on the district. What happens to the supply of rental stock due to something like this?

VII. Closing & Next Steps

- A. The working group will reconvene and discuss the results of this meeting and make any final notes. The deadline for submitting draft legislation is October 11th.

Appendix 5:
Meeting #2 Slideshow

E V I C T E D
IN MONTGOMERY COUNTY

Judicial Eviction Processes
Explained

Zafar Shah
Public Justice Center
shahz@publicjustice.org
http://www.publi-justice.org



Legal methods
of eviction

3 types of rental eviction actions

- Summary Ejectment for Non-payment of Rent
Real Prop. § 8-401
- Tenant in Breach of Lease
Real Prop. § 8-402.1
- Tenant Holding Over
Real Prop. § 8-402

"I got an eviction notice..."

"Eviction notice" is common language.

It could refer to distinct phases of judicial eviction.

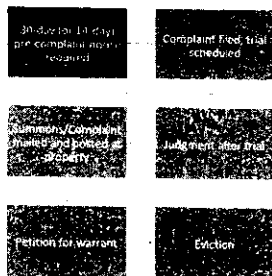
1. Notice to quit/Notice to vacate/Notice of lease non-renewal
2. Summons and Complaint in judicial action
3. Warrant of Restitution
4. Notice of scheduled date of eviction

The Complaint

The "complaint" is a legal document filed in the District Court to begin the eviction process. The District Court requires that Landlords use the court's approved form complaint.

Each type of eviction action has its own form.

The form includes the court summons.



Breach of Lease



Tenant Holding Over

Effective threats

Effect of Notice to Vacate is that many renters leave the property before any opportunity to assert their legal rights.

Montgomery County Code requires
Before giving a notice of past-due rent, issuing a written quit and vacate notice, or beginning any judicial proceeding to regain the leased premises, a landlord must notify the tenant that general information and assistance regarding evictions are available from the Department [of Housing and Community Affairs].

Sec. 29-2B(e)



Montgomery County, Maryland

SHERIFF'S OFFICE

FINAL NOTICE TO VACATE PREMISES

***You are hereby notified that you are
scheduled for immediate eviction.***

1. The Sheriff will serve the writ of eviction whether you are present or not, unless all due rent and court costs noted on the court writ are paid. Only cash, money order, or certified check will be accepted for payment. Writs for no right of redemption may go forward at the landlords' discretion, even if payment is made.
2. Writs of Possession and Warrants of Restitution for possession, for issues other than unpaid rent (i.e., breach of lease, tenant holding over, and wrongful detainer) will go forward regardless of any payment.
3. The Sheriff will use whatever force necessary to gain entry into the premises for immediate removal of all persons and property.
4. All of your personal property will be removed onto the nearest public right-of-way by the landlord or their agent.
5. The locks will be changed so that only the landlord may have access to the premises.
6. Any attempt to regain entry to the premises, once the eviction has been completed, could result with you being charged with criminal offenses.
7. The Sheriff and the landlord are not responsible for protecting your property.
8. The State or County Department of Public Works will be notified to remove all property left on the public right-of-way.
9. Information and assistance regarding evictions are available from the Office of Landlord-Tenant Affairs. You may also qualify for other services and programs through the Montgomery County Department of Health and Human Services. Please contact 311 or go to www.MC311.com for contact information.

AUTHORITY:

SHERIFF DARREN POPKIN

M.C.S.O. EVICTION UNIT

240-777-7130

(TRADUCCION EN ESPANOL ATRAS)

7
40

From: Navarro's Office, Councilmember [Councilmember.Navarro@montgomerycountymd.gov]
Sent: Wednesday, December 26, 2018 2:07:59 PM
To: Council President
Subject: FW: Testimony on Just Cause Eviction

From: Djawa Hall <djava.hall@1199.org>
Sent: Wednesday, December 26, 2018 1:51 PM
To: Albornoz's Office, Councilmember <Councilmember.Albornoz@montgomerycountymd.gov>; Friedson's Office, Councilmember <Councilmember.Friedson@montgomerycountymd.gov>; Glass's Office, Councilmember <Councilmember.Glass@montgomerycountymd.gov>; Hucker's Office, Councilmember <Councilmember.Hucker@montgomerycountymd.gov>; Jawando's Office, Councilmember <Councilmember.Jawando@montgomerycountymd.gov>; Katz's Office, Councilmember <Councilmember.Katz@montgomerycountymd.gov>; Navarro's Office, Councilmember <Councilmember.Navarro@montgomerycountymd.gov>; Rice's Office, Councilmember <Councilmember.Rice@montgomerycountymd.gov>; Riemer's Office, Councilmember <Councilmember.Riemer@montgomerycountymd.gov>
Cc: Jheanelle.Wilkins@house.state.md.us
Subject: Testimony on Just Cause Eviction

Good afternoon and Happy Holidays!

My name is Djawa Hall. I am the Political Organizer for 1199SEIU UHWE Md/DC and I'm reaching out to you to inform you of my support, and the support of 1199SEIU for MC22-19 regarding 'Just Cause Evictions' being put forward by Delegate Jheanelle Wilkins. I have attached my testimony from the first hearing on the legislation in front of the Montgomery County Delegation on December 3rd, 2018. I strongly urge you to support this legislation moving forward.

In Unity,

Djawa

Djawa Hall
Political Organizer
1199SEIU UHWE MD/DC
4301 Garden City Drive
Hyattsville, MD 20785
djava.hall@1199.org
(o)(301)-531-9546
(c)(443)-310-7450
[Facebook.com/1199SEIUMDDC](https://www.facebook.com/1199SEIUMDDC)
[Twitter.com/1199SEIUMDDC](https://twitter.com/1199SEIUMDDC)

1199SEIU - Quality Care & Good Jobs For All

1199SEIU

United Healthcare Workers East

PRESIDENT
George Gresham

SECRETARY TREASURER
Maria Castaneda

SENIOR EXECUTIVE VICE PRESIDENTS
Yvonne Armstrong
Veronica Turner

EXECUTIVE VICE PRESIDENTS
Jacqueline Alleyne
Norma Amsterdam
Lisa Brown
George Kennedy
Maria Mercado
Steve Kramer
Tyrek Lee
Joyce Nell
Monica Russo
Rona Shapiro
Milly Silva
Greg Speller
Laurie Vallone
Estela Vazquez

VICE PRESIDENTS AT LARGE
Mark Bergen
Dale Ewart
Tim Foley
David Greenberg
Pat Lippold
Ron McCalla
Rhina Molina-Munck
Barbara Rosenthal
Helen Schaub
Onika Shepherd
Allan Sherman
Katherine Taylor
Daine Williams

VICE PRESIDENTS
Shaywaal Amin
Michael Ashby
Sally Cabral
Gerard Cadet
Joseph Chinea
Donald Crosswell
Jude Derisme
Filaine Deronnette
Raymont Dorsey
Jerry Fishbein
Eunice Forde
Patrick Forde
Vladimir Fortunny
Jennifer Foster-Epps
Roy Garcia
Frances Gentle
Robert Gibson
Rebecca Gutman
Ruth Heller
Kwai Kin (David) Ho
Todd Hobler
Antonio Howell
Herbert Jean-Baptiste
Brian Joseph
Keith Joseph
William Kee
Manuel Leon
Maryellen Laveille
Winslow Luna
Coraminita Mahr
Donta Marshall
Patricia Marthone
Dalton Mayfield
Leah Nelson
Margarette Nerette
Bruce Popper
Victor Rivera
Timothy Rodgers
Rene R. Ruiz
James Scordato
Stephanie Shaw
Berta Silva
Patricia Smith
Claudice St. Hilaire
Kathy Tucker
Antoinette Turner
Ana Vazquez
Julio Vives
Margaret West-Allen
Nadine Williamson-Seals
Noreen Wray-Roach
Gladys Wrenick
Sui Ling Xu

GENERAL COUNSEL
Daniel J. Ratner

CHIEF FINANCIAL OFFICER &
DIRECTOR OF ADMINISTRATION
Michael Cooperman

MC22-19

Djawa Hall's Testimony on Just Cause Eviction Legislation

Good evening,

My name is Djawa Hall. I am a resident of Montgomery County and the city of Gaithersburg. I work for 1199SEIU UHWE MD/DC, Maryland's largest health care union representing over 10,000 frontline care givers in hospitals, clinics, and nursing homes throughout the state of Maryland and in the District of Columbia. Tonight, I am here in support of MC 22-19.

I first would like to start by congratulating the newly elected members of the Montgomery County Delegation. I also would like to express my appreciation to the delegation as a whole, for allowing me the opportunity to speak on the issue of Just Cause Evictions, and to Delegate Jheanelle Wilkins for putting together the working group who put forward this legislation. The issue of 'Just Cause' for evictions is one that resonates with our members as they are oftentimes forced to make difficult decisions about housing due to increased rent, stagnant wages, or a fear of raising their families in unsafe environments that exist in some of the lower cost communities. With only 60 days of notice under current law, a landlord or property owner can evict a resident, causing housing instability, without a clearly defined reason.

I unfortunately have had the experience of being unfairly evicted from a property I was renting while in college, due to discrimination.

I was in this townhome for over three years, and as we continued to renew our lease, a lot of our friends and neighbors did not. I remember the neighborhood going through a change from mostly college students to young married couples and new families with small children. I also noticed the complexion of the residents began to get a little lighter. As a house became vacant, new appliances or amenities were added, and rent would be increased. Our property manager began scheduling monthly drop-ins to walk through the house and make

NEW YORK CITY
PRINCIPAL
HEADQUARTERS

310 West 43rd St.
New York, NY 10036
(212) 562-1890
www.1199seiu.org

ALBANY
155 Washington Ave.
Albany, NY 12210
Tel. (518) 398-2300
Fax (518) 436-1140

HICKSVILLE
100 Duffy Ave., Suite 3 West
Hicksville, NY 11801
Tel. (516) 542-1115
Fax (516) 542-0919

BALTIMORE, MARYLAND
511 North Eutaw Street
Baltimore, MD 21201
Tel. (410) 332-1199
Fax (410) 332-1291

NEW JERSEY
555 Route 1 South, 3rd Fl., Suite 301A
Iselin, NJ 08830
Tel. (732) 287-8113
Fax (732) 287-8117

MASSACHUSETTS
108 Myrtle Street, 4th Fl.
Quincy, MA 02171
Tel. (617) 284-1199
Fax (617) 474-7150

ROCHESTER
259 Monroe Ave., Suite 220
Rochester, NY 14607
Tel. (585) 244-0830
Fax (585) 244-0856

BUFFALO
2421 Main Street, Suite 100
Buffalo, NY 14214
Tel. (716) 982-0540
Fax (716) 878-0930

SYRACUSE
250 South Clinton Street, Suite 200
Syracuse, NY 13202
Tel. (315) 424-1743
Fax (315) 479-6716

FLORIDA
2881 Corporate Way
Miramar, FL 33025
Tel. (305) 623-3000
Fax (305) 626-1604

WHITE PLAINS
99 Church St., 4th Fl.
White Plains, NY 10601
Tel. (914) 893-6700
Fax (914) 993-6714

GOUVERNEUR
95 E. Main St.
Gouverneur, NY 13642
Tel. (315) 287-9013
Fax (315) 287-7226

42

assessments of the property. At some point, the decision was made that we were no longer acceptable tenants, and we were asked to leave.

When we said we did not want to leave, we were issued a notice giving us 60 days to find somewhere else to live. No cause or reason.

We knew the reason. The reality of the situation was that the landlord wanted us out, so they could move in new tenants that were not college kids, and so the rent could be raised.

The house was clean, we always paid our rent on time. We did not throw loud obnoxious parties. We were just a representation of all the things the property managers were telling the new tenants did not exist in this community, so we had to be moved out. We did not know what our rights were or if we could fight this eviction, and we were not sure how much money it would cost to fight. I should not have been made to feel like I had no choice. Now, I had resources, I was fortunate. My situation however, is not always the same as other folks facing eviction.

1199 SEIU supports MC 22-19, because it will provide for Montgomery County residents with an outline for the process of what should happen once a tenant is notified and ensures a justifiable reason for the eviction. This law would not impact a landlord's ability to raise rent, change their ability to evict someone who does not pay rent, or evict someone who breaches their lease or engages in criminal activity. There were 10,451 evictions ordered in Montgomery County in 2017. That would've been nearly 29 families, children, students, people with disabilities, and low-income individuals displaced a day, if all of those orders were upheld. Many of 1199SEIU members are entry level healthcare workers struggling to pay their bills without the resources maintain an emergency fund for unexpected moving expense and cash rent deposits.

We can do better. Our members and our county residents deserve better. We have to do better than that for those of us who are the most vulnerable.

I respectfully ask that you pass MC 22-19 and provide Montgomery County residents with the proper process they deserve and a just reason for the termination of their tenancy.

Thank you.

From: Navarro's Office, Councilmember
[Councilmember.Navarro@montgomerycountymd.gov]
Sent: Thursday, December 20, 2018 11:02:46 AM
To: Council President
Subject: FW: Support for Just Cause Eviction bill MC 22-19

From: Nancy Scull <nancyscull@comcast.net>
Sent: Thursday, December 20, 2018 11:00 AM
To: 'Nancy Scull' <nancyscull@comcast.net>
Cc: 'Nancy Scull' <nancyscull@comcast.net>
Subject: Support for Just Cause Eviction bill MC 22-19

The Woman's Democratic Club strongly supports passage of MC 22-19, Just Cause Eviction, which would prohibit a landlord from evicting a tenant from a leased premise in the absence of a justifiable reason. Without a Just Cause Eviction law, tenants (who occupy 40% of County housing) in Montgomery County may be reluctant to seek needed repairs or maintenance for fear such requests would trigger eviction or non-renewal of a lease.

Rental housing stability must be a priority for our County, which is experiencing a rental housing crisis for low-and-moderate income households, especially families. According to Montgomery County's Office of Legislative Oversight's report, 10,451 evictions were ordered in 2017, resulting in an average of 29 households being displaced each day—including families, children, students, people with disabilities, and low-income individuals. Lack of housing stability too often results in reduced student achievement, job loss, economic instability, mental/physical health issues, and homelessness due to the challenges of finding new housing within 30 or 60 days. Evictions without reasonable cause exacerbate this problem.

MC 22-19 would put renter protections in place that are similar to those already in effect in much of the country. It would not impact a landlord's ability to raise rent, or to evict a tenant who fails to pay rent or breaches the lease terms. Many responsible landlords already comply with the provisions of MC 22-19; this bill would codify the rights of tenants to report housing deficiencies without fear of retribution.

Please support MC 22-19.

Thank you for your consideration and best wishes for a lovely holiday season,

Nancy Scull and Karissa Miller, Co-Captains

Woman's Democratic Club's Subcommittee on Affordable and Low-income Rental Housing