

## Appendix

### A. List of Laws and Policies to Lower Eviction with Examples

#### Decreasing Evictions

The following laws and policies aim to decrease the prevalence of eviction by providing additional protections for tenants before and during eviction processes.

##### *Just Cause Evictions*

Just cause ordinances delineate legal reasons for a landlord evicting a tenant. Usually, there is a list of specific conditions in which an eviction can be legally allowed. Most common reasons include failure to pay rent, breach of the rental contract, or removing the property from the rental market. Such laws protect tenants against evictions due to a desire to increase rent. Just Cause protections often accompany rent control laws, since localities with rent controls need a mechanism to prohibit landlords from evicting tenants in rent-controlled units for the sole purpose of freeing the unit from restrictions on raising rents. However, just cause eviction controls do not have to accompany rent control measures and can still have an impact the freedom with which landlords can evict tenants. Commonly, an independent rental board or a public agency in the locality's government governs cases of just cause evictions.

##### *Examples*

- Seattle, Washington – Seattle passed their Just Cause Eviction Ordinance in 1980 and amended numerous times. Seattle's ordinance protects against evictions for both long-term and short-term (week to week, month to month, etc.) renters. Currently, the city lists 18 different "Good" causes for eviction. Tenants Union of Washington State, a tenant advocacy group in Seattle, lists failure to pay rent, consistently late payment, regular non-compliance with the rental agreement, landlord or landlord family member occupation of the unit (if there is another comparable unit in the building available to the tenant), or the landlord deciding to sell the single family unit as the five most common reasons for good cause evictions (<https://tenantsunion.org/en/rights/just-cause-eviction-protection>). Most just cause evictions do not require the landlord to pay the tenant relocation assistance. ([http://www.seattle.gov/sdci/codes/codes-we-enforce-\(a-z\)/just-cause-eviction-ordinance](http://www.seattle.gov/sdci/codes/codes-we-enforce-(a-z)/just-cause-eviction-ordinance)).
- San Francisco, California – San Francisco's just cause eviction ordinance compliments the city's rent control ordinance. As such, the just cause limits are only imposed upon rent-controlled buildings, or those built before 1979, the year the rent control measure was passed. However, units that are regulated by the government or fall under certain local housing programs and laws are included in the just cause limitations. Just causes for eviction under San Francisco's law includes tenant at-fault reasons such as nonpayment of rent, violation of the rental agreement, nuisances, refusal to grant access or renew lease, or no-fault reasons such as owner or relative move-in, conversion to condo, removal from the rental market or substantial rehabilitation projects. In the cases of no-fault just cause evictions, landlords are required to provide relocation assistance to tenants. The Rent Board, a regulatory agency of the San Francisco city government, which also maintains the rent stabilization program, receives "Reports of Alleged Wrongful Eviction" from tenants and investigate if the landlord has violated the just cause eviction measures and will bring the case to an Administrative Law Judge and Rent Board



Commissioners (<https://sfrb.org/topic-no-201-overview-just-cause-evictions>; <https://sanfrancisco-policies.glitch.me/>).

- Oregon (state) – Rather than delineate which causes of eviction are just, Oregon passed legislation earlier this year limiting no-cause evictions, or evictions where landlords evict tenants at the conclusion of their lease without any dedicated cause for the eviction. The no-cause eviction ban state-wide law, passed in February 2019, couples with a state-wide rent control law. The new law says that tenants who have been in their home for a year or more cannot be evicted with no cause unless the eviction is because of one of four landlord-based reasons: taking the property out of the rental market, major repairs or renovations, landlord or family member move-in, or sale of the property to someone who intends to live there. If the landlord evicts with one of these reasons, they must provide 90 days’ notice and tenants are entitled to location assistance equivalent to one month’s rent paid by the landlord. For tenants who have lived in their rental unit for less than one year, landlords are still allowed to end tenancy with a no-cause notice (month-to-month tenancy, for example). Additionally, if the landlord lives in the second unit of a duplex, they are allowed to evict the other occupant of the duplex with no-cause (<https://www.oregonhousingalliance.org/wp-content/uploads/2019/03/SB-608-post-passage-info-sheet-and-landlord-letter-OLC-LASO-March-8.pdf>).
- Washington, D.C. – D.C.’s just cause statute designates 10 reasons for legal eviction including nonpayment of rent, violation of rental agreement, illegal actions within unit by tenant, landlord occupancy or personal use, sale of unit to those that wish to occupy it, renovate or substantial rehabilitation, demolition of unit, discontinuance of unit for rental residence, or conversion to condominium or cooperative. D.C. also protects against tenants getting evicted due to landlord foreclosure. A tenant cannot be evicted due to lease term expiration. In addition to filing evictions with a court, eviction notices for non-payment of rent are required to be filed with the Rental Accommodations Division (RAD) (<https://ota.dc.gov/page/guide-eviction>).

### *Right to Counsel*

The Sixth Amendment of the Constitution grants everyone the right to an attorney in criminal court. However, few jurisdictions grant the right to counsel for those with civil violations, like evictions. Therefore, many facing eviction go to court without a lawyer or not at all. Legal advice and guidance during the eviction process can make a major difference in the judgment decision. A handful of localities have tried to extend the right to counsel to civil cases and give tenants facing eviction the legal right to an attorney during court proceedings. Studies have shown that tenants facing eviction with representation in court are much more likely to have a case dismissed or decided in their favor. Additionally, many believe that providing a right to an attorney in eviction cases would make landlords less likely to file unlawful detainers in general, due to their lower likelihood of quickly winning a judgment.

### *Examples*

- New York City – In 2017 passed a law implementing a Universal Access to Counsel program, ensuring that the city provide access to legal services for all eligible tenants. New York’s program mandates that any tenant facing eviction whose household income is lower than 200% of the



federal poverty level is entitled to full legal representation in court. In order to stabilize the program, the city has gradually expanded the program by zip code every year since the program's adoption, with full coverage of New York City expected by 2022. Tenants in zip codes currently serviced in the initial phases of the program are entitled access to full legal representation. Tenants have access to an attorney in court as well as legal services in the Office of Civil Justice offices within Housing Courts and at nonprofit legal community legal offices throughout the city. (<https://www1.nyc.gov/site/hra/help/legal-services-for-tenants.page>; Furman Center, "Implementing New York City's Universal Access to Counsel Program: Lessons for Other Jurisdictions" [https://furmancenter.org/files/UAC\\_Policy\\_Brief\\_12\\_11-18.pdf](https://furmancenter.org/files/UAC_Policy_Brief_12_11-18.pdf)).

- San Francisco – In 2018 San Francisco voted to adopt Proposition F, which provided that all tenants had a right to counsel in eviction court cases. Unlike other right to counsel programs or pilots, there are no socioeconomic qualifications tenants must meet to be eligible to receive legal assistance. The law provides that tenants receive "full scope" legal representation with attorneys providing assistance throughout the entire legal process. Services included in the full scope legal assistance are eviction defense, tenant counseling and education, case management, and rental assistance (if necessary). The city provides funds for the program to a number of non-profit organizations throughout San Francisco who then administer the program and its services to tenants. (<https://sfmohcd.org/services>; <http://evictiondefense.org/services/right-to-counsel/>).
- Washington, D.C. – In 2017, Washington D.C. city council passed the "Expanding Access to Justice Act" in their budget, which established a grant program to D.C. legal aid organizations, managed by the D.C. Bar Foundation, to provide free counsel to those in eviction cases. The program limits participation to tenants at 200% or below the federal poverty level. The budget apportioned nearly \$5 million to grant to the D.C. Bar Foundation. The act follows a number of pro-bono led pilot programs from the D.C. Bar Pro Bono Center and D.C. Access to Justice Commission begun in 2013, which provided free counsel to tenants of subsidized housing facing eviction (<https://kenyanmcduffieward5.com/2017/06/27/press-release-with-final-vote-for-mcduffies-expanding-access-to-justice-act-d-c-takes-bold-step-toward-establishing-civil-right-to-counsel/>; <https://dcbfoundation.org/grants/civil-legal-counsel-grants/>; <https://www.dcbbar.org/pro-bono/about-the-center/right-to-counsel-project.cfm>).

### *Warranty of Habitability*

Many states outline legal rights for tenants to withhold rent for lack of repairs or breach of rental agreement in their Landlord Tenant Law. In most cases, in order for the rent withholding to be lawful, the tenant must have notified the landlord of the issue, given them a reasonable amount of time to remedy the situation, and the issue must pose a threat to the safety or health of the tenants. In some cases, rent can be withheld by a current tenant if the unit does not meet code.

### *Examples*

- California – Courts from the State of California have upheld the implication of the landlord's obligation of "warranty of habitability," which requires that the property owner of any rental unit shall maintained it in a safe and healthy manner for residents. Therefore, if it is not safe for tenants, they are permitted to withhold rent given they have notified the landlord of the issue and given them a reasonable amount of time to make repairs or other necessary remedies. If the landlord still fails to make repairs, tenants are allowed to withhold rent until the issue is



resolved. At that point they are required to pay the full amount owed to the landlord (<http://www.hcd.ca.gov/manufactured-mobile-home/mobile-home-ombudsman/docs/Tenant-Landlord.pdf>).

- Massachusetts – The State of Massachusetts outlined in their Landlord Tenant Law and State Sanitary Code that tenants are entitled to safe and habitable dwellings and are permitted to withhold rent if property owners do not provide such rental units. The Massachusetts Supreme Court ruled that when a landlord fails to provide safe and habitable rental units, the tenant may withhold rent from the time that they notify the property owner of the issue. Rent withholding is allowed given that the tenant has appealed to landlord in writing to make necessary repairs, a Board of Health inspector has found health code violations and notified the landlord, and the tenant is current on all rental payments and not the cause of the necessary repair (<https://www.mass.gov/info-details/tenant-rights>).

### *Protections for Seniors and People with Disabilities from Eviction*

Localities commonly have additional protections against eviction and expanded tenants' rights for seniors and people with disabilities. A number of different policies and laws exist that deal with allowing seniors and people with disabilities greater legal capabilities when faced with the threat of eviction. Below are some of the most common protections and extended tenants' rights for seniors and people with disabilities, though jurisdictions across the country contain many other policies for these populations and variations of the following laws.

### *The Fair Housing Act and Reasonable Accommodations for People with Disabilities*

The Fair Housing Act, originally passed in 1968 to prohibit discrimination based on race, color, religion, and national origin in the sale or rental of housing, was amended in 1974 to add sex as a protective class and again in 1988 to add protections for disability and familial status. Part of the Fair Housing Act as amended to include people with disabilities from discrimination in housing provided that landlords are required to allow for reasonable accommodations for those with disabilities who wish to live in their rental property. A reasonable accommodation includes “a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling,” (HUD website:

[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/reasonable\\_accommodations\\_and\\_modifications](https://www.hud.gov/program_offices/fair_housing_equal_opp/reasonable_accommodations_and_modifications) ). In some cases where an individual with a disability is facing eviction by their landlord,

they can ask for a reasonable accommodation to be considered in the eviction decision. By law, landlords and judges are required to consider the individual's disability in the case in court.

Additionally, if the tenant requests a reasonable accommodation, the landlord is required by law to consider the request. If the tenant's disability is found to be the cause of the lease violation, the landlord may be obligated to grant the reasonable accommodation request and would not be permitted to evict the individual, due to their protection as an individual with disabilities under the Fair Housing Act.

(Detailed description of how reasonable accommodations can play into eviction cases can be found at: <https://www.povertylaw.org/clearinghouse/articles/using-reasonable-accommodation-provision-fair-housing-act-prevent-eviction-ten>).



### *Senior Citizen Lease Termination*

Many senior citizens can have tenuous housing situations. Whether for health, monetary, or family reasons, senior tenants often can have life-altering circumstances arise suddenly. Protections for senior renters allow them the ability to terminate their lease without penalty. This provision allows seniors more flexibility in circumstances where rent becomes more difficult to pay or in cases where sudden movement may be necessary.

### *Examples*

- New York (state) – Tenants and their spouses living with them aged 62 or older have the ability to terminate their lease given one of two circumstances. The first, is if the tenant is unable to live independently due to health reasons and will move in with a family member. The second circumstance allows lease termination for seniors in order for the tenant to move into an adult care facility, nursing home, subsidized low-income housing, or other senior housing. The tenant must give the landlord written notice and the effective date cannot be less than 30 days from the notice. The lease termination frees the tenant from any responsibilities to pay the remaining balance of rent to the landlord (<https://utalbany.org/wp-content/uploads/2019/01/Senior-Citizen-Lease-Termination.pdf>; <https://elant.org/wp-content/uploads/2012/06/seniorcitizenleaseterminationlaw.pdf>).

### *Additional Rent Control Protections for Seniors and Tenants with Disabilities*

Jurisdictions with rent control sometimes provide further protections for seniors and individuals with disabilities within their rent control laws. This can include lower rent increase rates and guarantees of continued residence in cases of removing the property from the rental market.

### *Examples*

- New York – New York passed a state law in 2005 which exempted seniors and low-income disabled tenants from rent increases if they lived in rent-regulated or publicly financed co-operative housing. The program, known as the NYC Rent Freeze Program in New York City, provides a tax credit to landlords covering the difference between the allowed increased rents for seniors or disabled tenants and their base rent that is maintained. In order to be eligible for the program, senior tenants who are 62 years or older must be the head of household and spend at least 1/3 of their income on housing. For individuals with disabilities to qualify for the program, they must have a combined income of less than \$50,000, spend 1/3 or more of their income on housing, and receive state or federal assistance for their disability (SSI, SSDI, etc.) (<https://furmancenter.org/coredata/directory/entry/senior-citizen-rent-increase-exemption-program>; <https://furmancenter.org/coredata/directory/entry/disability-rent-increase-exemption>).
- Washington, D.C. – Seniors and tenants with disabilities living in rent-controlled units in the District of Columbia receive further limitations to annual rent increases. The Elderly Tenant and Tenant with a Disability Protection Amendment Act was passed in 2016 in D.C. which added another limit, the Social Security Cost-of-Living Adjustment, to the formula that determines caps on rental increases every year. Therefore, seniors (62 years or older) and tenants with disabilities receive lower rent increases than other tenants in rent-controlled units. Additionally, for qualifying low-income senior and disabled tenants (those with annual income of \$40,000 or



less), are exempt from upcharges in rent following capital improvements to the property. Any difference in rent increases due to improvements that landlords would expect to receive are compensated through a tax credit. Finally, senior and disabled tenants who have incomes less than 95% of the Area Median Income living in rent-controlled buildings who have incomes less than 95% of the Area Median Income that convert into co-operatives or condominiums are entitled to lifetime tenancy in the building, maintaining the same rent-controlled capped annual payment increases

<https://ota.dc.gov/sites/default/files/dc/sites/ota/publication/attachments/Elderly%20and%20Disability%20Tenant%20Protection%20Law-FINAL.pdf>;

[https://ota.dc.gov/sites/default/files/dc/sites/ota/publication/attachments/2013.04.26%20Elderly%20Tenant%20Rights%20Brochure.OTA\\_.pdf](https://ota.dc.gov/sites/default/files/dc/sites/ota/publication/attachments/2013.04.26%20Elderly%20Tenant%20Rights%20Brochure.OTA_.pdf)).

### *Nuisance Ordinance Eviction Prevention*

Some states and localities have passed measures to minimize evictions due to nuisance ordinances, which often require landlords to take action to correct regular “nuisance properties,” typically those that contact emergency services a certain number of times. Landlords are instructed to “abate the nuisance,” often by evicting the tenants. Nuisance ordinances and the potential for evictions in their fallout, lead to tenants who need emergency assistance becoming reluctant to call for help. Research has shown that this has especially impacted victims of domestic abuse. In response, many states have made it illegal for landlords to evict due to emergency calls for victims of abuse or other crimes.

### *Examples*

- California – A bill passed in 2018 to amend the civil code of the State of California made lease provisions that threatened eviction for tenants that called emergency services above a number of times illegal. The new law renders any existing rental agreement provision that limits the ability of a tenant to request emergency services null and void, as well as making it illegal for new leases to include any such provision. It also prohibits any local ordinances which require landlords to take action when law enforcement or emergency services have been called to a property after a certain number of times in a given period, resulting in terminating a residency. Finally, a landlord is prohibited from filing an unlawful detainer or terminating the tenancy after the expiration of lease duration for reasons related to domestic abuse of one of the tenants. ([https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201720180AB2413](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB2413)).
- Pennsylvania – The Pennsylvania General Assembly passed an amendment to the state’s Municipal Code which prohibits penalties against residents, tenants, and landlords for contacting police or emergency services if a resident, tenant, or landlord is a victim of abuse or crime and need emergency assistance. The amendment specifically states that the protection only applies to tenants who are victims and not perpetrators of crime or abuse that require emergency assistance (<https://www.legis.state.pa.us/cfdocs/legis/LI/consCheck.cfm?txtType=HTM&ttl=53&div=0&chpt=3&sctn=4&subctn=0>).

### *Extended Pay-or-Quit Periods*

Upon a tenant’s inability to pay their monthly rent by the predetermined due date, landlords are required to begin eviction processes with written notice of the tenant’s late rent and their intentions of



eviction if the rental payment is not promptly made. The period between this written notification and the final due date before eviction processes begin is known as the “pay-or-quit period.” If a tenant can pay the full rent within the pay-or-quit period, the landlord would accept it as the monthly payment, often along with additional late fees, and halt any eviction proceedings. Most states have laws which mandate the minimum length of a pay-or-quit period. Many periods are less than a week. However, some states require a longer pay-or-quit period, which can allow tenants more time to receive bi-weekly paychecks or other funds. Virginia currently requires a 5-day pay-or-quit period after written notice. Pay-or-quit periods tend to only apply to tenants facing eviction due to nonpayment of rent. Evictions due to lease violation, damaging property, or other causes often have other remedies and remedial periods.

### *Examples*

- Minnesota – Requires that landlords wishing to evict tenants with an annual lease due to nonpayment of rent provide tenants with written notification of the eviction and a 14-day “notice to quit” (<https://www.revisor.mn.gov/statutes/cite/504B.135>).
- Vermont – A landlord must give a tenant who they seek to evict due to nonpayment of rent 14 days following the delivery of the actual written notice. If the tenant pays the full amount owed, then the landlord shall not terminate the residency (<https://legislature.vermont.gov/statutes/section/09/137/04467>).

### *Mandatory Grace Periods for Rental Payment*

Many lease agreements allow rent to be paid without late fees or penalties a few days past the first of the month, the typical due date for rent. These extra number of days, known as grace periods, allow tenants extra time to process, send, and finance their rental payments. If a tenant has not paid rent by the end of the grace period, landlords are able to then provide them with the pay-or-quit notice, charge late fees or other penalties, and proceed with the formal eviction process. While many landlords are not required to include grace periods in their leases, some states have laws which require leases to include grace periods. Such policies mandate grace periods that allow on-time rental payments between 1 and 30 days following the first day of the month. Rental grace periods differ from pay-or-quit periods since rental payment is not late until after the grace period is over and late fees do not accrue during this period.

### *Examples*

- Massachusetts – The state of Massachusetts requires that leases include a grace period of at least 30 days past the rental due date. This statute prohibits landlords from charging tenants late fees, penalties, or giving them a pay-to-quit notice until rent is 30 days past due (<https://malegislature.gov/Laws/GeneralLaws/PartII/TitleI/Chapter186/Section15B>; <https://www.masslegalhelp.org/housing/lt1-chapter-5-paying-rent>).
- Maine – Maine’s state landlord-tenant law plainly states that rent is “late” once it is 15 days past due (<http://www.mainelegislature.org/legis/statutes/14/title14sec6028.html>).
- Oregon – Oregon’s landlord-tenant law mandates that rent is late if it has not been received four days past the due date. The specifications of the rental due date and date by which rental payment becomes late is required in the lease ([https://www.oregonlegislature.gov/bills\\_laws/ors/ors090.html](https://www.oregonlegislature.gov/bills_laws/ors/ors090.html)).



## Limiting the Severity of an Eviction

The following laws and policies aim to decrease the severity of impacts that an eviction can have on a tenant following the decision.

### *Cold Weather Eviction Bans*

Some jurisdictions have implemented protections for tenants facing eviction in extreme weather cases, namely during very cold temperature events. These protections delay scheduled evictions until weather allows for suitable conditions for moving belongings and potentially having to find new shelter. Similarly, some localities have implemented bans on shutting off utility use due to non-payment during extreme weather conditions.

### Examples

- Washington, D.C. – In the District’s Municipal Code, they outline measures stating that housing providers are not allowed to evict tenants on a day when the National Weather Service predicts that the temperature will fall below 32 degrees Fahrenheit. Additionally, landlords are not allowed to evict tenants while it is precipitating at the location of the rental unit (§ 42–3505.01. Evictions: <https://code.dccouncil.us/dc/council/code/sections/42-3505.01.html>).
- Cook County, Illinois (including Chicago) – In November 2018, the Circuit Court of Cook County issued a court order that suspended scheduled evictions over the coldest period of the winter of that year (December 17, 2018 to January 2, 2019). It further established that eviction orders shall be ceased if the temperature is 15 degrees Fahrenheit or colder the day of the eviction or if extreme weather conditions endanger the welfare of the evicted tenants (<https://www.ksnlaw.com/blog/wp-content/uploads/2018/11/doc00453120181129143619.pdf>).

### *Late Fee Limitations*

Landlords often outline in the rental agreement potential late fees which are added to the amount owed when tenants fail to pay rent by the due date. Many states have limitations or maximums on the amount that landlords can charge as late fees. Late fee maximums are often placed as a percentage of the monthly rent, with some states setting the maximum fee as low as 4% or as high as 20%, or a specific amount, usually \$10 to \$20. Some late fee limitations set maximums of late fees per day and others are a base amount. For instance, one policy may set a \$10 maximum late fee per day which could amount to \$50 if the rent is five days late, while another policy has set the late fee amount as \$10 no matter how many days the rent is past due. Some states simply suggest that late fees cannot be more than a “reasonable” amount. Most states do not have laws regarding late fees and thus landlords are free to impose late fees as they see fit, as long as they are agreed upon in the lease.

### Examples

- Maine – Maine’s state maximum late fee policy mandates that landlords cannot charge more than 4% of the monthly rent as a late fee (<http://www.mainelegislature.org/legis/statutes/14/title14sec6028.html>).
- Iowa – Iowa’s law has different maximums depending on the cost of monthly rent for the specific unit. For rental units with a monthly rent of \$700 or less, the maximum late fee charge that a landlord is allowed to \$12 a day, up to \$60 a month. For units that cost \$700 or more per



month to rent, late fees cannot exceed \$20 a day, up to \$100 a month (<https://www.legis.iowa.gov/docs/code/562A.9.pdf>).

- North Carolina – North Carolina’s landlord tenant law limits late fees to \$15 or 5% of the monthly rent, whichever amount is greater ([https://www.ncleg.net/enactedlegislation/statutes/html/bychapter/chapter\\_42.html](https://www.ncleg.net/enactedlegislation/statutes/html/bychapter/chapter_42.html)).
- Texas – Texas’ property code does not set a specific amount as a maximum allowable late fee, but states that any potential late fees must be stated plainly in the agreed upon lease and that the fee must represent a “reasonable estimate of uncertain damages to the landlord,” (Texas Property Code, Sec. 92.019) ([https://texas.public.law/statutes/tex\\_prop\\_code\\_section\\_92.019](https://texas.public.law/statutes/tex_prop_code_section_92.019)).

### Eviction Record Expungement

Some states have begun programs which make it simpler for individuals with eviction histories to have their records expunged, cleared, or limited for public information. Many landlords use databases which contain information about credit, criminal, and eviction histories to screen prospective tenants. Future landlords are less likely to approve prospective tenants if they have a history or evictions or outstanding debts to previous landlords. Even in cases in which eviction cases were dismissed or decided in favor of the tenant can sometimes show up on background checks and limit a tenant’s access to future rentals. Therefore, some states have passed legislation that limits the extent to which the public has access to tenant’s eviction histories. This can include sealing records within a certain time of the eviction filing, expunging records for eviction cases dismissed or decided in favor of the tenant, or expedited record expungement.

### Examples

- Minnesota – The State of Minnesota has begun to allow eviction records to be expunged in certain circumstances. Tenants can ask a judge for any of three types of reasons for expungement – inherent authority, statutory, or mandatory. An inherent authority expungement can occur if a judge deems that the benefits of expungement to the tenant exceed any potential harm to the public for not being able to see the case. A statutory expungement is decided if the judge deems that the landlord’s eviction case was insufficiently based in fact or law, such as failing to provide proper notice. A mandatory expungement requires a judge to expunge an eviction record in cases where the eviction was the result of a foreclosure (<https://www.lawhelpmn.org/sites/default/files/2019-07/H-27%20Expunging%20Evictions.pdf>).
- Washington – In 2016, Washington passed a law which allows tenants with “good reason” to have an unlawful detainer be of limited dissemination. The law states that in cases that the courts find the plaintiff’s case was without basis in fact or law, the tenancy was reinstated, or other good causes exist for limiting dissemination. The order to limit dissemination of valid unlawful detainer cases requires that tenant screening services must not disclose the existence of an eviction action or use an unlawful detainer in determining any score or recommendation for a tenant report (<https://app.leg.wa.gov/RCW/default.aspx?cite=59.18.367>).
- California – In 2016 California passed a bill to amend their landlord-tenant laws regarding access to eviction court records. The bill states that outside agents are restricted from information on eviction cases within 60 days following the case filing. Additionally, if the case is



dismissed or decided in favor of the defendant, the eviction record is sealed. Finally, if there is no action on the case within 60 days or the case defaults, the 60-day time period applies following the default

([https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201520160AB2819](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB2819)).

### Indirectly Stemming Evictions through Housing Policy

The following laws and policies are housing-related policies do not focus specifically on eviction, but still promote more affordable housing and a more equitable rental market that provides a better climate for tenants.

#### *Rental Registration/Licensing*

Requirements that any landlord renting in a jurisdiction register every unit or building they intend to rent are common throughout the country. Requirements for registration can be as simple as recording the address and landlord contact information, but many registration ordinances require additional measures, usually related to code enforcement and environmental standards. The registration process also usually includes educating landlords about city ordinances and other requirements involved in rental properties. A fee is typically attached to registration and usually amounts to around \$50 per building, with higher fees for larger buildings. Landlords that fail to register their rental units can receive a fine or have legal abilities (such as the ability to file unlawful detainers) withheld.

#### *Examples*

- Boulder, Colorado – Boulder passed a city ordinance that requires all landlords renting in the city acquire a rental license. In order to acquire the rental license, properties must pass a rental safety inspection and meet energy efficiency measures, as well as in larger buildings meeting outdoor lighting requirements. Landlords are prohibited from allowing residence until they receive a rental license (<https://bouldercolorado.gov/plan-develop/rental-housing-licensing>).
- Philadelphia, Pennsylvania – Philadelphia’s rental license program requires that any entity looking to rent a housing unit or building of housing units in the city apply for a license for each unit/building. A license costs \$55 per unit (maximum cost of \$22,000). In order to receive a license, a rental unit must meet the city’s building code and the property must be up to date on all taxes. Obtaining a rental license also ensures that a landlord meet the city’s lead-based paint responsibilities. Additionally, landlords are required to provide tenants with a certificate of rental suitability illustrating that the unit has passed a visual paint inspection and is free of lead-based paint (<https://business.phila.gov/housing-inspection-license/>).
  - Note: A recent Eviction Task Force report recommended that the city expand data efforts using licenses and that they could explore with the State Supreme Court a way to require that landlords have an up-to-date rental license in order to begin eviction processes (<https://www.phila.gov/hhs/PDF/Mayors%20Task%20Force%20on%20Eviction%20Prevention%20and%20Response-Report.pdf>).
- Minneapolis, Minnesota – Minneapolis requires that every rental property in the city must have a rental license. License fees and renewal periods vary by property type which is determined by a tiered system. According to the city’s official website, “The tier is calculated using the property’s violation history and the condition of the structure.” There are three tiers. Tier 1 properties, those that use few city services and are well maintained and managed, are required to renew



licenses every eight years. Tier 2 properties, those that require some city services, maintain minimum city code, and are at higher risk for fire damage, run on a five-year license cycle. Tier 3 properties, those that require excessive city services, are poorly maintained or managed, and may be at high risk for fire damage, are required to renew licenses annually. A set of 15 property elements based on 24 months of data are used to determine a property's tier. Minneapolis has a property violation dashboard which anyone can access and search a property's history of violations ([https://tableau.minneapolismn.gov/views/OpenDataRegulatoryServices-Violations/Introduction?iframeSizedToWindow=true&:embed=y&:showAppBanner=false&:display\\_count=no&:showVizHome=no](https://tableau.minneapolismn.gov/views/OpenDataRegulatoryServices-Violations/Introduction?iframeSizedToWindow=true&:embed=y&:showAppBanner=false&:display_count=no&:showVizHome=no)). Licensed rental properties are also required to post "Who to Call" posters, which show important contacts for various housing issues, and rental license certificates somewhere in the rental. Owners are also required to post any environmental hazards of the property (<http://www.minneapolismn.gov/inspections/rental/index.htm>).

- Seattle, Washington – Seattle's Rental Registration and Inspection Code requires that any rental unit in the city is registered, with renewal every two years. The ordinance also requires that units be inspected every five to ten years based on random selection of properties. There is \$70 fee for registration plus \$15 per each additional unit. Seattle's ordinance also mandates that any landlord that has not successfully registered their property is not allowed to evict any tenant (<http://www.seattle.gov/sdci/codes/licensing-and-registration/rental-registration-and-inspection-ordinance/>; [http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web\\_informational/dpddo1642o.pdf](http://www.seattle.gov/dpd/cs/groups/pan/@pan/documents/web_informational/dpddo1642o.pdf)).
- Roanoke, Virginia – Roanoke has a rental inspections program that sets regulations and designated areas (Rental Inspection Districts) and requires rental units pass an inspection at least once every four years. Buildings containing residential rental units within one of the Rental Inspection Districts must pass an inspection to ensure that units are in compliance with the Virginia Maintenance Code. Upon passing inspection, the unit is granted a Certificate of Compliance, which is valid for four years (<https://www.roanokeva.gov/263/Rental-Inspection-Program>).

### *Rent Control*

Rent Control, also known as rent stabilization, measures limit the amount that a landlord can raise the rent over a given period of time, usually annually. Rent controls typically places a maximum allowable percent increase on rent that a landlord can raise rent by every year. The formula also tends to account for inflation. Rent control has been one of the most controversial affordable housing policies since its introduction in the 1970s. Many economists, politicians, and housing experts disagree about its impact on local affordable housing conditions, with many arguing that it raises prices for non-rent-controlled units or will make building additional affordable units more expensive and thus less feasible. However, rent control has become a staple of the rental housing in hyper-saturated markets like New York City and San Francisco. Most rent control set-ups only apply to rental units in the market before a certain year. Therefore, once a tenant leaves their rent-controlled apartment, the unit can remove its rent-controlled status. Rent control measures often require just cause eviction laws to prevent landlords from evicting tenants at the end of their lease in order to raise the rent above the maximum allowed. As of 2019, five states (New York, California, New Jersey, Maryland, and Oregon), in addition to Washington, D.C., contain localities that have rent control laws.

