

2019 Tenant Protection Bill

For-Cause Eviction

- Establishes a for-cause eviction standard after the first year of occupancy.
- Landlords can continue to evict for a tenant-based cause (current law – i.e., non-payment, violation of the rental agreement, outrageous conduct, etc.).
- Adds new landlord-based for-cause reasons to evict a tenant (sale to a person who will move in, landlord or family member move-in, repair or renovate, and demolish or remove unit from residential use).
- If landlord uses one of these four landlord-based reasons, they must provide the tenant with 90-day notice and relocation expenses in the amount of 1 month's rent.

Exceptions

- Small landlords (4 or fewer units) do **not** have to pay relocation expenses.
- Landlords who live on the same property as their tenant (owner occupied, 2 units or less) may still use a no-cause eviction at any time.

Month-to-Month Tenancies

- For the first 12 months of occupancy, a landlord may terminate the tenancy without cause with a 30-day notice.
- After the first 12 months of occupancy, a landlord may only evict a tenant for cause, by using an existing tenant-based reason or by using one of the four new landlord-based reasons.

Fixed-Term Tenancies

- For the first 12 months of occupancy, a landlord may terminate a fixed-term tenancy without cause by giving a 90-day notice.
- After the first 12 months of occupancy, the fixed-term lease will automatically roll over to month-to-month unless the landlord has a tenant or landlord-based reason to terminate.

Exceptions:

- A fixed-term lease might not automatically roll over at the end of the fixed term per landlord discretion if the tenant has violated the terms of the rental agreement 3 separate times during a 12-month period, with written warnings for each violation given contemporaneously with the violation.

Annual Rent Increase

- Landlords may increase rent by no more than 7% + consumer price index in a 12-month period.
- Maintains current law regarding rent increases: prohibits rent increases in first year of month-to-month tenancy and requirement that landlords give 90-day notice of rent increases.

Exceptions:

- New Construction: A landlord may increase the rent above 7% +CPI in a 12-month period if the certificate of occupancy was issued less than 15 years ago.
- New Tenancy: If the previous tenant vacated the unit voluntarily or their tenancy was otherwise terminated in compliance with other applicable law, the landlord may reset the rent on the new tenancy without limitation.
 - If the previous tenant received a no-cause notice or their fixed-term lease was terminated and not allowed to roll over, they did not leave voluntarily and the landlord may only increase the rent on the unit by 7% + CPI above the previous rent.
- Subsidized Housing: If the landlord is providing reduced rent to the tenant as part of a federal, state, or local program or subsidy, they are exempt.

Enforcement

- If a landlord violates the new provisions, they are liable for three months' rent plus actual damages.