

Promoting Housing Stability through Just Cause Legislation

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BACKGROUND

The end of a lease term is a particularly vulnerable time for low-income tenants. In many states and localities around the country, landlords are not required to provide a reason for evicting a tenant at the end of a lease term or for evicting a tenant without a lease (i.e., a resident with a month to-month tenancy). Landlords who are unable to evict a tenant during their lease term may choose not to renew the tenant's lease and use the lease holdover as grounds for eviction. Moreover, a tenant at the end of their lease is also at risk of unreasonable rental increases.

To support renters at risk of housing instability, a growing number of lawmakers have passed “just cause” eviction legislation. Just cause legislation provide legal protections to make the lease renewal process more predictable, protect renters from excessive rent increases, empower tenants to advocate for better living conditions without fear of retaliation, and promote long-term housing stability for low-income and marginalized renters (“Good Cause Eviction Salazar S3082/Hunter A5573 Frequently Asked Questions.” Housing Justice for All).

Just cause laws can be enacted at federal, state, or local levels. Currently, no federal just cause laws exist. And as of this writing, five states across the country have implemented just cause legislation: New Jersey, California, New Hampshire, Oregon, and Washington. New Jersey was the first state to pass such renter protections (in 1974), and Washington is the most recent (in 2021). In the absence of federal or state just cause laws, many housing advocates have worked to advance such protections at the local level, in the hopes of scaling the protections up into state legislation.

WHAT IS JUST CAUSE LEGISLATION?

Just cause – also known as “good cause” or “for cause” – eviction laws are tenant protections that prevent evictions and promote housing stability by limiting the causes for which a landlord can evict a tenant or refuse to renew a tenant's lease when the tenant is not at fault or in violation of any law (“Just Cause Eviction Policies.” Local Housing Solutions). Just cause laws aim to benefit low-income tenants by:

- Protecting renters from evictions for no fault of their own.
- Delivering a sense of stability to tenants.
- Discouraging renters from self-evicting when they receive eviction notices from landlords.
- Empowering tenants experiencing poor living conditions, discrimination, or other illegal landlord behavior to advocate for improvements with landlords or file complaints without fear of retaliation.
- In some cases, protecting tenants from unreasonable rent increases.

While the specific protections embedded in just cause legislation vary by jurisdiction, protections always include provisions that define the legal causes for which a landlord can evict a tenant or refuse to renew a tenant's lease. Legal definitions of “just cause” usually involve substantial violations of a lease by a tenant, such as failure to pay rent or destruction of property. If a tenant receives an eviction notice without just cause, the tenant can challenge the eviction in court (Ham, Kate. “Why New York Needs Good Cause Eviction.” September 29, 2021. Community Service Society). Additionally, just cause laws commonly include provisions placing caps or limiting the power of landlords to increase rents and expanding eviction notice provisions.

CORE COMPONENTS OF JUST CAUSE LEGISLATION

Just cause legislation enacted by state and local jurisdictions typically includes three core components: (1) the definition of the legal grounds for eviction, (2) the placing of limits on rent increases, and (3) the enhancement of written notice requirements. While the protections discussed in this article display similarities, they also exhibit unique characteristics that reflect the state and local contexts shaping their enactment and that are important to consider in efforts to develop new just cause legislation.

Defining the Legal Grounds for Eviction

Just cause laws aim to prevent evictions of tenants who are not at fault by defining the legal grounds on which a landlord can evict tenants or refuse to renew a lease. Just causes for eviction commonly include failure to pay rent, property damage, disturbance or disorderly conduct, other lease violations, criminal activity in a unit, and intent on the part of the landlord to sell, repair, or move into the unit.

For example, New Jersey’s “Anti-Eviction Act”, enacted nearly 50 years ago, was designed to address the state’s severe housing shortage by preventing landlords from unfairly and arbitrarily displacing their tenants (*447 ASSOCIATES v. Miranda*. 115 N.J. 522, 1989). The act limits the ability of landlords to remove tenants who have not violated the terms of their lease and defines the legal causes for eviction as failure to pay rent or rent increases, disorderly conduct, damage or destruction to property, illegal activity, violation of landlord rules or the lease agreement, or a desire on the landlord’s part to convert rental property to a condominium or use the property personally. The act further establishes that for failure to pay rent after a rent increase to be considered grounds for eviction, “the rent increase must not be unconscionable and must comply with all other laws or municipal ordinances, including rent control” (*Grounds for An Eviction Bulletin*. 2008, New Jersey Department of Community Affairs).

Washington State’s HB 1236, passed in May 2021, requires landlords to provide a valid reason for ending a tenancy. Under the law, just causes for eviction include failure to pay rent, unlawful activity, destruction of property, and the landlord’s intent to sell or move into the rental property.

Oregon’s SB 608, enacted in 2019, protects tenants from no-cause evictions after their first year of occupancy. However, unlike the New Jersey and Washington State legislation, SB 608 provides exemptions allowing landlords to evict tenants who have not violated any lease terms in cases in which (1) the landlord wishes to demolish a building or convert it into a business or make substantial repairs to or renovate the unit; (2) the landlord or their relative wishes to move into the unit; or (3) the landlord has sold the unit to someone who wants to move into it.

California’s just cause legislation, the “Tenant Protection Act of 2019” (AB 1482), applies to renters who have lived in their units for 12 months or more and distinguishes between at-fault and no fault evictions. According to the California Rental Housing Association (CalRHA), at-fault evictions are based on the actions and activities of renters. To justify an eviction, a landlord must have evidence of any of the following: failure to pay rent, violation of a lease term, criminal activity, disturbance on the property as defined by California law, or refusal to execute a landlord’s request of a written extension or renewal of the lease based on similar terms of a tenant’s previous lease.

Like Oregon’s legislation, California’s law provides exemptions allowing no-fault evictions to proceed in certain cases. California’s exemptions include cases in which the owner intends to withdraw the unit from the rental market or demolish or substantially remodel the unit, or the owner or the owner’s relative intends to occupy a unit, as well as cases in which the owner is complying with a local ordinance, court order, or other governmental entity that requires a tenant to vacate the property. However, because the reason for eviction is beyond the tenant’s control, in such cases the evicting landlord must assist the tenant

in relocating, regardless of the tenant’s income, by providing a direct payment of one month’s rent to the tenant or providing a written waiver for the tenant’s last month of rent.

Placing Limits on Rent Increases

In 2021, the cost of rent rose on average 14% nationally, while in cities like New York, Austin, and Miami, rents increased by as much as 40% (*Rental Market Tracker: Rents Rise 14% in December—Biggest Jump in Over Two Years*. January 21, 2022. Redfin). Rents could rise even further in 2023, making housing even less affordable, and more households – particularly the lowest income households, whose members are disproportionately people of color – are at higher risk of housing instability and homelessness. When combined with rental caps, just cause laws can preserve affordable rental units by making it more difficult for landlords to significantly increase rent for existing tenants (Ham, Kate. “Why New York Needs Good Cause Eviction.” September 29, 2021. Community Service Society). Without reasonable restrictions on rent increases, tenants who are unable to afford new rents are likely to face eviction and displacement as rents increase in their areas.

Oregon’s SB 608 (discussed in the previous section) provides basic protections against extreme rent increases and no-cause evictions (SB 608: Protecting Renters.” Oregon Housing Alliance). With its passage in 2019, SB 608 became the first statewide law to place a percentage cap on the amount by which a landlord can raise rent (William, Timothy. “Is Your Rent Through the Roof? Oregon Wants to Fix That.” February 25, 2019. The New York Times). To address the urgency of Oregon’s affordable housing crisis, SB 608 capped annual allowable rent increases for buildings more than 15 years old at 7% plus the rate of inflation as defined by the Consumer Price Index (CPI). The law requires Oregon’s Department of Administrative Services to announce the maximum annual percent increase on September 30 of every year. In 2022, for example, the maximum allowable rent increase was set at 9.9%.

Likewise, California’s AB 1482 placed caps on annual rent hikes while also limiting the ability of landlords to evict tenants without documented lease violations. Under AB 1482, landlords may raise rents to a maximum of 5% plus the applicable CPI rate, or 10% – whichever is lower. In a 2019 press release, Governor Gavin Newsom expressed his support for the bill, stating that “these anti-gouging and eviction protections will help families afford to keep a roof over their heads, and they will provide California with important new tools to combat our state’s broader housing and affordability crisis” (“Governor Newsom Statement on Passage of Strongest Package of Renter Protections in the Country.” September 11, 2019. Office of Governor Gavin Newsom).

Enhancing Written Notice Requirements

Knowing and understanding the reason for an eviction can help a tenant collect required documentation and prepare for their court hearing. Written notices are typically provided by landlords to tenants to communicate that a landlord does not wish to maintain a lease, with or without cause, and that the tenant should vacate the property by a specified date. Depending on the jurisdiction, the requirements of the notice – such as its length and the type of causes that can be cited – vary. Oregon, Washington State, and New Hampshire have each put into place enhanced written notice requirements as part of their just cause eviction laws.

In Oregon, if a no-cause eviction occurs that utilizes one of the exemptions listed above, SB 608 requires that the landlord provide the evicted tenant with a 90-day notice. If the property owned by the landlord has five or more units, the landlord is also required to provide the evicted tenant with a payment equaling one month’s rent.

Under Washington’s HB 1236, a landlord who wishes to evict a tenant must serve the tenant a written notice that specifies the lease violation and gives the renter the opportunity to cure that violation. The law also increases the time landlords are required to provide advance written

notice from when the tenancy is deemed expired from 20 to 60 days, granting tenants more time to find housing.

New Hampshire's just cause law requires landlords to give tenants 30 days advance notice of any new lease term that includes a rental increase. The law also requires landlords to provide evicted tenants a 30-day written notice to vacate a rental unit. However, if the reason for eviction is nonpayment of rent, the length of the notice decreases to seven days.

LOCAL LEGISLATION CAN SET THE PATH FOR STATEWIDE REFORM

With no federal just cause standards in place, and only five states with enacted protections, many housing advocates have focused their advocacy efforts on passing local just cause laws and other needed tenant protections. Local governments have opportunities to build buy-in from the public and their state legislatures by passing just cause ordinances in their jurisdictions and collecting eviction data to demonstrate the impact of the laws and influence future state legislation. Decades before Washington State passed just cause legislation, for example, Seattle adopted a local ordinance from which state lawmakers would later learn. Similarly, in California, about 20 cities and counties across the state had enacted their own form of rent control prior to the passage of AB 1482 (Healy, Jon. *Building an ADU? What you need to know about rent control*. March 8, 2022. Los Angeles Times). Once it was enacted, AB 1482 extended protections to renters who were not covered by local ordinances or who lived in areas where local ordinances prohibited protections, applying rental caps and just cause standards to an additional 2.4 million apartments across California, as well as single-family rental homes meeting the act's requirements, according to an analysis by researchers at the University of California, Berkeley's Turner Center for Housing Innovation (Dillon, Liam. *Here's how California's new plan to cap rent increases would work*. September 5, 2019. Los Angeles Times).

CONCLUSION

As states begin to run out of emergency rental assistance and housing prices continue to rise, local, state, and federal governments must intervene to protect low-income and marginalized households from eviction and, in the worst cases, homelessness. Just cause eviction legislation is an important tenant protection that can provide stability and predictability at the end of a lease term and mitigate the harms resulting from unprecedented rental increases in cities and states across the country. As the federal government continues to delay actions to address the country's housing affordability and homelessness crisis, state and local governments must work to provide robust and permanent tenant protections at all stages of the eviction process.