

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, a growing number of state and local jurisdictions have passed "just cause" eviction laws. "Just cause" – often known as "good cause" or "for cause" – protections prevent arbitrary, retaliatory, and discriminatory evictions by establishing standards that limit the reasons 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 laws. Just cause eviction laws allow landlords and property owners to levy a formal, court-ordered, eviction proceeding against a tenant only for certain verifiable reasons, such as nonpayment of rent, criminal activity, or documented violation of the tenant's lease agreement. By establishing that a tenant can only be evicted for particular reasons, just cause laws rein in the practice of informal and illegal evictions that occur outside of a court of law.

Just cause laws can be enacted at federal, state, or local levels. Currently, no federal just

cause laws exist. And as of this writing, eleven states across the country have implemented some form of just cause legislation: California, Colorado, Connecticut, the District of Columbia, Louisiana, Michigan, New Hampshire, New Jersey, New York, Oregon, and Washington. New Jersey was the first state to pass such renter protections (in 1974), with Colorado and New York being the most recent (in 2024). 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: https://bit.ly/3GB7Wpg](https://bit.ly/3GB7Wpg)). 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 ([Why New York Needs Good Cause Eviction: https://bit.ly/3EywK0K](https://bit.ly/3EywK0K)). Additionally, just cause laws have also included 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 four core components: (1) a clear definition of the term "just cause," and a clear account of the legal grounds for eviction, (2) the enhancement of written notice requirements, (3) definition of the scope of the law, including exemptions of coverage, and (4) an explanation of enforcement mechanisms. 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 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: https://bit.ly/4itO30H](https://bit.ly/4itO30H)).

Washington State's House Bill 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 Senate Bill 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" (Assembly Bill 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.

ENHANCEMENT OF WRITTEN NOTICE REQUIREMENTS

Notice requirements are a critical component of just cause laws. In most states and localities that have passed just cause eviction laws, before the formal eviction process reaches the courts, landlords and property owners are required to provide to a tenant, typically in writing, an explanation of their intent to file an eviction or to provide a tenant with notice of a lease violation. Requiring advance notice of an impending eviction is beneficial to tenants. When a tenant is given sufficient notice of a probable eviction,

they can remedy any lease violations that have been levied against them or prepare the necessary documentation for their court hearing. Whether a notice has been issued for nonpayment of rent or damage to the rental property – both common causes for a just cause or no-fault eviction – a tenant who has been given proper notice is better positioned to address any infractions in the time they are given or to get legal representation, increasing the chances of diverting eviction and remaining stably housed.

In Oregon, if a no-cause eviction occurs that utilizes one of the exemptions listed above, Senate Bill 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 House Bill 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.

Defining Scope and Establishing Exemptions

To defend against eviction in a court of law, tenants must first understand what rights are afforded to them in jurisdictions with just cause

protections, especially because such laws typically do not cover all units or all situations. Many just cause laws include exemptions for certain tenants or unit types or allow landlords to take over a unit under certain circumstances. Typically, when a just cause law includes no explicit exemptions, it extends to all units and tenants. Some localities do not permit any exemptions regarding who is covered under their law. In Baltimore, Maryland, Ordinance No. 21-0031 targets lease renewals specifically. Under the law, a landlord or property owner must offer a tenant a lease renewal when there is no good reason why a tenant's lease should not be renewed.

Yet many states do establish exemptions. Common exemptions include situations when an owner intends to withdraw the unit from the rental market or demolish or substantially remodel the unit or when the owner or a relative of the owner intends to occupy a unit, while other exemptions relate to length of tenancy.¹⁸ California's Assembly Bill 1482 and Oregon's Senate Bill 608, for example, condition coverage of their protections on length of tenancy, with both laws stipulating that just cause protections are activated for a tenant in a given place of residence only after that tenant has occupied that place of residence continuously for a 12-month period.

Enforcement of the Law

To ensure successful implementation of just cause laws, lawmakers often embed penalties for landlords and property owners who do not adhere to the standards set forth by just cause protections, though these penalties vary between jurisdictions. Typical penalties embedded in just cause laws include financial penalties for landlords, which can include damages to be paid out to a tenant. Louisiana is one just cause jurisdiction that mandates financial penalties for landlords found not to be in compliance with its law.

Under Louisiana's House Bill 160, which extends just cause protections to individuals who have been displaced due to a natural disaster, if a landlord or property owner is found to be in violation of the law, they may be required to pay a tenant \$500 or two-months' rent, whichever amount is greater.

In addition to financial penalties, some states give tenants who are wrongfully evicted the right to assert a defense in a court of law. New Hampshire's State Statute Section 540-2 is one such law that gives tenants the right to defend themselves against an eviction case that has been brought without just cause.

Local Legislation Can Set the Path for Statewide Reform

With no federal just cause standards in place, and only eleven 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 had enacted their own form of rent control prior to the passage of AB 1482 ([Building an ADU? What you need to know about rent control: https://lat.ms/3GEi0he](https://lat.ms/3GEi0he)).

Once it was enacted, Assembly Bill 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 (*Here's how California's new plan to cap rent increases would work*).

Conclusion

As renters continue to contend with threats to their housing stability, 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.