



**AGENDA AND NOTICE OF A MEETING
Housing & Community Development Committee
Tuesday, July 18, 2023**

**Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, IL 60201 Room 2404
7:00 PM**

Those wishing to make public comments may submit written comments or sign-up to provide in-person comment with the [public comment form](#) or by calling/texting 847-448-4311 by 5pm the day of the meeting.

The purpose of public comment is to enable members of the public to provide input on any topic on the agenda. The Committee may question the commenter, but a response is not required. The length of the public comment period will be **15 minutes**; the time allocated for each commenter is dependent on the number wishing to speak, but will not exceed **5 minutes per person**. The length of the public comment may be extended at the discretion of the Chairperson depending on the number of commenters and time needed to address the items on the agenda.

Public comment form: <https://forms.gle/59MwxE4rqnksAMga8>

To listen to the meeting, join the Zoom meeting below:

<https://us06web.zoom.us/j/83028735282?pwd=YkdITTU1ZnY2TmxZZkJVOTIEa0FSUT09>

Passcode: 467209

Or join by phone:

Dial: +1 312 626 6799

Webinar ID: 830 2873 5282

Passcode: 467209

1. CALL TO ORDER/DECLARATION OF A QUORUM**2. PUBLIC COMMENT****3. APPROVAL OF MEETING MINUTES**

- A. **Approval of Minutes from the May 16, 2023 Meeting** 4 - 6
For Action
[Housing & Community Development Committee - May 16 2023 - Minutes - Pdf](#)
- B. **Approval of Minutes from the June 20, 2023 Meeting** 7 - 15
[Housing & Community Development Committee - Jun 20 2023 - Minutes - Pdf](#)

4. NEW BUSINESS/OLD BUSINESS

- A. **Approval to Recommend the Expansion of the Small/Medium Landlord Financial Assistance Program** 16 - 19
For Action
[Approval to Recommend the Expansion of the Small/Medium Landlord Financial Assistance Program - Attachment - Pdf](#)
- B. **Just Cause Eviction Overview (presentation)**
- C. **Continuation of Discussion of Potential Changes to the City's Landlord Tenant Ordinance** 20 - 27
For Discussion
[Summary of Committee Discussion on Updates to the Residential Landlord Tenant Ordinance - Attachment - Pdf](#)
- D. **Staff Updates**

5. ADJOURNMENT

Agenda items and order are subject to change.

Questions can be sent to Marion Johnson, Housing & Grants Supervisor at marionjohnson@cityofevanston.org.

The City of Evanston is committed to making all public meetings accessible to persons with disabilities. Any citizen needing mobility or communications access assistance should contact 847-448-4311 or 847-448-8064 (TTY) at least 48 hours in advance of the scheduled meeting so that accommodations can be made. La ciudad de Evanston está obligada a hacer accesibles todas las reuniones públicas a las personas minusválidas o las quines no hablan inglés. Si usted necesita ayuda, favor de ponerse en contacto con la Oficina de Administración del Centro a 847/866-2916 (voz) o 847/448-8052 (TDD).

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Housing & Community Development Committee

Tuesday, May 16, 2023 @ 7:00 PM

Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, IL 60201 Room 2404

COMMITTEE MEMBER PRESENT:

Hugo Rodriguez, Committee Member, Joanne Zolomij, Committee Member, Bobby Burns, Councilmember, Devon Reid, Councilmember, Eleanor Revelle, Councilmember, and Juan Geracaris, Councilmember

COMMITTEE MEMBER ABSENT:

Loren Berlin, Committee Member and Kathy Feingold

STAFF PRESENT:

- 1. **CALL TO ORDER/DECLARATION OF A QUORUM**
Chair Revelle called the meeting to order at 7:06 p.m.

- 2. **APPROVAL OF MEETING MINUTES**
 - A. Approval of meeting minutes from April 18, 2023.

Motion to approve the meeting minutes from April 18,2023.

Moved by Councilmember Reid
Seconded by Zolomij

Ayes: Rodriguez, Zolomij, Councilmember Burns, Councilmember Reid, Councilmember Revelle, and Councilmember Geracaris

Approved 6-0 on a recorded vote

- 3. **PUBLIC COMMENT**

Deb Bailey - Deconversion Ordinance

Affordable housing is an important goal for us to have as a community. However, as an Evanston homeowner whose house was originally a single family house and was converted into a two-flat in the late 1920's/early 1930's, I think an exception should be made for situations like mine. If and when I choose to sell my house, the population of potential buyers would be limited if they couldn't convert the house back into a single-family again. I knew when I bought my house 30 years ago, I could turn it back into a single family house if I so choose. And there are a number of houses in my neighborhood that were original single-family houses, went through a period of being turned into two-family houses, and are now

back to being single-family houses. I understand and support a ban on having buildings that were originally built as duplexes (or triplexes!) converted into single family homes. But there should be an exemption for houses that were originally single family homes and were converted into two-family homes.

Jen Peterson - Residential Landlord Tenant Ordinance

I'm glad to see our city tackling rental disparity issues and hope that we will lead the way in making sure that we have housing available to all of our residents. This year, as rents have skyrocketed, I have seen buildings torn down in favor of luxury rentals and I personally know families who have had to move because landlords increased rents significantly. These are families who have lived here for years and now are "priced out" of our community - their community. We talk a good game around wanting to be a diverse, fair, and equitable community but when it comes to housing (and a few other things), we are far from it. When people who work in our community, cannot afford to continue to live here because there are not strong enough rules around rent increases, evictions, deposits, and other fees, then we are doing it wrong.

Claire Bacon - Residential Landlord Tenant Ordinance

As the Housing and Community Development Committee considers updates to Evanston's Residential Landlord Tenant Ordinance (RLTO), I want to encourage the committee to consider the opportunity we have to make a more just, healthy, and equitable rental landscape in our city. In my experience working in Evanston, I have definitely seen the need to put in place strong tenant protections. The lack of affordable housing options in combination with the inherent power imbalance that goes along with landlord/tenant relationships puts renters at greater risk of housing instability. Putting in place stronger tenant protections into our current RLTO is one simple way to even the playing field a little bit more for tenants and is vital to providing some additional stability for our households. Because of this, I strongly support the proposed updates to Evanston's RLTO.

Arielle Imber - Residential Landlord Tenant Ordinance

Evanston prides itself on being a vibrant and diverse city, but strong communities require stability. Nearly half of Evanston residents are renters, but rents have gone up 17% in just the past year, forcing many renters to relocate. To be clear, rising rents and evictions are not impacting everyone equally. Evanston's Black population has decreased by 27% since 2000, and evictions disproportionately affect Black residents. By increasing the notice period for rent increases and lease non-renewals, requiring landlords to disclose the average utility cost, and giving landlords the option to use an FHO compliant screening tool, Evanston has an opportunity to make low-cost, high-impact changes to the Residential Landlord Tenant Ordinance. There are additional reforms that would bring the Evanston RLTO in line with City of Chicago and Cook County ordinances, most importantly by implementing stricter rules around security deposits and move-in fees. Finally, the right to organize and form tenant unions is a vital step towards eliminating the power imbalance between landlords and tenants.

Laurence Smith - Residential Landlord Tenant Ordinance

Mr. Smith explained his experience of receiving a non-renewal notice only 30 days before the end of his lease after residing in his unit for 17 years. He stated there should be a three

strikes rule to non-renewals and evictions, and that non-renewals should not be used as a retaliation method. He believes there should be a just cause for eviction proceedings.

James McKee - Residential Landlord Tenant Ordinance

Mr. McKee introduced himself as a landlord of 39 units. He asked the HCDC to keep history in mind to avoid unintended consequences of the RLTO and to prevent overreach in detriment to Evanston landlords.

K.P. Smith - Residential Landlord Tenant Ordinance

Ms. Smith introduced herself as a landlord of an owner-occupied 2-flat. She stated the RLTO updates are welcomed and encouraged and believes landlords and tenants need stability and predictability. However, in regards to just cause to evict/non-renew, Ms. Smith stated there needs to be a way in which landlords can reclaim their properties should they decide to stop renting for personal, if not financial, reasons.

Tina Paden - Residential Landlord Tenant Ordinance

Ms. Paden explained her family's history of providing naturally occurring affordable housing to tenants receiving housing supports. She stated she is against the updates to the RLTO, and urged the Committee to think about the types of landlords the updates are affecting. She went on to say that the updates will have the greatest impact on small and medium landlords. Finally, Ms. Paden expressed concerns that if the Committee approves the changes to the RLTO affordable housing would disappear in the City.

4. NEW BUSINESS/OLD BUSINESS

- A. Presentation of Residential Landlord Tenant Ordinance Updates for Consideration
- B. Ordinance 49-O-23, Amending City Code Section 4-18-3 Concerning the Demolition Tax

The Equity and Empowerment Commission recommends consideration by the Housing and Community Development Committee of Ordinance 49-O-23, amending City Code Section 4-18-3, the Demolition Tax Code, to increase the amount of the Demolition Tax and to recommend its approval to City Council.

Moved by Councilmember Reid

Seconded by Councilmember Geracaris

Ayes: Rodriguez, Zolomij, Councilmember Burns, Councilmember Reid,
Councilmember Revelle, and Councilmember Geracaris

Approved 6-0 on a recorded vote

- C. Staff Update: Small/Medium Landlord Assistance Program

Item was tabled for the June 20, 2023 meeting.

5. ADJOURNMENT

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City of
Evanston™
MINUTES

Housing & Community Development Committee

Tuesday, June 20, 2023 @ 7:00 PM

Lorraine H. Morton Civic Center, 2100 Ridge Avenue, Evanston, IL 60201 Room 2404

**COMMITTEE MEMBER
PRESENT:**

Hugo Rodriguez, Committee Member, Loren Berlin, Committee Member, Bobby Burns, Councilmember, Devon Reid, Councilmember, Eleanor Revelle, Councilmember, and Juan Geracaris, Councilmember

**COMMITTEE MEMBER
ABSENT:**

Joanne Zolomij, Committee Member and Kathy Feingold

STAFF PRESENT:

1. CALL TO ORDER/DECLARATION OF A QUORUM

A.

Chair Revelle called the meeting to order at 7:05pm.

2. PUBLIC COMMENT

Carlis S. (Potential Changes to Evanston RLTO)

Mr. Sutton and a Ms. Paden cooperated to write a proposal underscoring two key components they believe need to be changed in Evanston's RLTO. First, Mr. Sutton explained that any bed bugs detected after the first 30 days a tenant has moved into their unit should be the responsibility of tenants to exterminate. Additionally, Mr. Sutton stated that 30 days notice should be considered sufficient notice of lease nonrenewal, and that he and a Ms. Paden do not support the proposed graduated notice. He also explained just cause for nonrenewal should not be considered by the committee, citing numerous examples of reasons he may choose not to renew a tenant's lease. Furthermore, Mr. Sutton stated the requirement that landlords furnish tenants with relocation assistance when their unit is being converted into a condo should also be removed from consideration. He concluded his comments by expressing that it is not the housing provider's role to assist their former tenant in finding them a new place to live. Rather, it is the city's role or public service organization's role to do so.

Jim Schermerhorn, Schermerhorn & Co. Property Management (Potential Changes to Evanston RLTO)

Mr. Schermerhorn urged the committee to consider the costs landlords face when rent is late as they consider changes to late fee provisions. He gave the example of the City of

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Evanston's Water Production Bureau, which bills its customers a 10% late fee if they don't pay their water bill on time. Furthermore, Mr. Schermerhorn stated the City of Evanston should stand out against other municipalities and suggested the City convert the Civic Center and develop the property adjacent to the Civic Center, presently known as Ingraham Park, into housing as an alternative to making changes to the RLTO to address the housing challenges the city is currently facing.

Carl K. (Potential Changes to Evanston RLTO)

Mr. Kettler referenced the May 16, 2023 memo from staff that addressed potential changes to the RLTO as he discussed his opinion on the various landlord-tenant housing provisions being considered by the Housing and Community Development Committee. He explained that further inquiry should be made by the committee before making a final decision on the updates to the RLTO due to the apparent low response rate from tenants to the Open Communities survey on housing rights. He went on to say that the housing market is a free market, and that as a small landlord, he rarely has to advertise his units and has a good relationship with his tenants. As such, he doesn't feel his business would be affected by any of the changes to the RLTO. Nevertheless, he believes the RLTO changes are disruptive to the "free market" and would like to see more tenant feedback before the committee makes a decision about the RLTO.

Aron B. (Potential Changes to the RLTO)

Mr. Bornstein introduced himself as a landlord who owns 8 units and provides affordable housing in low-income areas. He expressed his beliefs in opposition of the Just Cause ordinance proposal, and went on to give examples as to reasons he might evict a tenant as the policy currently stands, and how he believes he would lose those rights if just cause to evict was implemented. He further discussed how Just Cause failed to pass in other jurisdictions throughout the country. Mr. Bornstein concluded his comments by stating the City of Evanston seems to be siding with tenants.

Laurie M. (Potential Changes to Evanston RLTO)

Ms. Merel introduced herself as a landlord of nearly twenty years and shared her opinion that tenant survey responses in regards to RLTO were not representative of the typical tenant experience. She further shared her negative experience of having young people who lived in her building who violated the lease. She explained the impact of those lease violations were that she lost a different tenant due to the problematic younger tenants. Ms. Merel went on to explain that attempts to evict problematic tenants such as the one from her example failed in court. She described an instance in which the judge sided with the tenant when she filed for eviction. She concluded by stating she would not evict a good tenant.

Ilene T. (Potential Changes to the RLTO)

Ms. Thomas, a local landlord, discussed her experience of taking the time and resources to invest in property and shared that should the Just Cause ordinance pass, she'd feel as though she lost the property ownership rights she worked hard for to a tenant. She also

shared her concerns of not being able to occupy one of her rental units if she so chose, if the Just Cause ordinance passes.

James M. (Potential Changes to the RLTO)

Mr. McKee introduced himself as a landlord of 39 units who also publicly commented on the RLTO at last month's meeting. As a landlord of over 30 years, he shared that he can't recall a time he didn't renew a tenant's lease, but recounted numerous times in which he used nonrenewal as a negotiation tool to change negative or unwanted tenant behavior. Mr. McKee went on to say that he'd like the Housing & Community Development Committee to consider changing rental dwelling temperature and heat requirements to reflect those of Chicago and Cook County.

Michael T. (Potential Changes to the RLTO)

Mr. Thomas introduced himself as a landlord and shared his opinion that staff and the Housing & Community Development Committee have taken a one-sided stance in the development of potential changes to the RLTO. He urged the committee to stop what they're doing and go back and talk to the stakeholders and try to achieve justice with housing providers. In his comments, Mr. Thomas uplifted the number of landlords who came to the meeting to express their opposition to the changes.

Eric P., Northshore Apartments and Condos (Potential Changes to the RLTO)

Mr. Paset shared he's been a landlord and in property management in Evanston for approximately 35 years. He shared that previous city administrators involved landlords more in amending policies such as the Nuisance ordinance years ago. He expressed opposition toward preventing the collection of attorney fees from tenants in eviction cases and allowing survivors of gendered violence to change their locks. He stated landlords try to keep their rents down and are not happy when they have to raise them. Mr. Paset asked that the committee slow down on making a decision regarding the RLTO.

Mary R. (Potential Changes to the Evanston RLTO)

Ms. Rosinski introduced herself as representing 33,000 landlords across northern Illinois. She explained that laws such as the ones being considered in the RLTO are what cause disinvestment from the community. She attested the stake landlords hold in Evanston, citing the example of landlords purchasing supplies from local businesses like Lemoi ACE Hardware. Ms. Rosinski compared the landlord-tenant provisions of the Just Cause ordinance to applicability in other business or transactional services, such as that of a patron of a restaurant. She stated a restaurant owner would be able to ask a patron to leave for any reason, yet we're proposing landlords must cite a reason for choosing to evict or not renew a lease. She asked that the committee not "tie our [landlords] hands"

Sue L., Connections for the Homeless (Potential Changes to Evanston RLTO)

Ms. Loellbach acknowledged how difficult the work of the Housing & Community Development committee is and described the efforts Connections for the Homeless is making to support tenants in Evanston. She explained that most of the landlords in Evanston are "really good" and praised the committee for working with all the right people. Ms. Loellbach explained how important it is for the committee to meet both the needs of residents and of landlords.

Tina P. (Potential Changes to Evanston RLTO)

Ms. Paden introduced herself as a landlord and member of a family who has been providing affordable housing in Evanston for 50 years. Ms. Paden explained that the nationwide push for Just Cause is not the solution to the affordable housing crisis. She stated the Housing & Community Development Committee needs to sit down with landlords to solve the issue of affordable housing. She pointed out new luxury rental developments charging \$2,000-\$3,000 in monthly rent as potential causes to the housing crisis. Ms. Paden stated that a real estate investment trust is likely to purchase all of the rental properties in Evanston if the Housing & Community Development Committee continues to move forward with the potential changes of the RLTO. Finally, Ms. Paden stated she does not support the City Mitigation fund proposed in the updated RLTO and suggested that the city require tenants to take more responsibility for the units they rent, such as requiring renter's insurance. She stated a social service organization can help cover the cost of renter's insurance for low-income tenants.

Bill Schermerhorn, Schermerhorn & Co. Property Management (Potential Changes to Evanston RLTO)

Mr. Schermerhorn introduced himself as a family business owner providing third-party property management in Evanston for generations. He described the RLTO considerations as "tying our [landlords] hands". He provided an example of overturning a lease nonrenewal originally initiated by the tenant, where an elderly tenant initially turned down their renewal but changed their mind at the last minute. Mr. Schermerhorn believed that exemplified that landlords know how to make the "right" decisions about lease renewal. He provided another example in which one of his customers stated they haven't raised their tenants' rent in a decade since the tenant has been a resident of theirs for 50 years. Mr. Schermerhorn stated it seems the committee is trying to protect problematic tenants, and is fearful of losing the threat of nonrenewal as a negotiation tool--echoing the expressions of other public commenters at the meeting. Finally, Mr. Schermerhorn shared the experience of not having his evictions held up in court when he evicted for reasons considered "Just Cause". He concluded his comments by explaining that a lease should work both ways, and that the current considerations for the RLTO place way too much on the landlords.

Joan Schermerhorn, Schermerhorn & Co. Property Management (Potential Changes to Evanston RLTO)

Ms. Schermerhorn introduced herself as a member of family's longstanding property management company in Evanston. She stated they want to make sure they do everything they can to be sure their customers, which are landlords, are comfortable. She emphasized the need for tenant responsibility and a level playing field when it comes to landlord-tenant relationships.

Lisa Pildes (Potential Changes to Evanston RLTO)

Ms. Pildes stated she owns dozens of units in multiple wards in Evanston and that she doesn't believe the considerations for updates to the RLTO were written by a landlord. Ms. Pildes went on to comment on giving sufficient notice, stating that due to various contingencies, 120 days notice is not feasible for a landlord to give a tenant.

K.P. Smith (Potential Changes to Evanston RLTO)

Ms. Smith introduced herself as a landlord of an owner-occupied two flat who does not describe herself as a professional landlord. However, Ms. Smith stated that she feels the proposed Just Cause ordinance is an overreach.

Stephanie V., Reba Place Properties (Potential Changes to Evanston RLTO)

Dear Housing Sub-Committee,

I am a property manager and member-owner of Reba Properties. Our mission and focus is providing quality affordable housing in Evanston and Rogers Park. We operate on a not-for-profit basis and look to do what we can to contribute to the economically accessible housing market in Evanston. Many of the provisions that are being discussed seem like a mostly good idea. I won't comment on them all, but I do think the city needs more time to work on this proposal, and I do want to share some thoughts on the Just Cause portion of the proposed changes.

When I first read this proposal, I was really surprised that this kind of clause exists, and I had a lot of questions and concerns. It was alarming to me because we had just had an unfortunate experience with a tenant for whom we had to non-renew a lease. I imagined a situation similar to that one and realized immediately that the burden of proof to demonstrate our reasons for non-renewal would have been very problematic. I have shared this situation with my alderman, but due to the risk of copy cat behavior, I will not be disclosing the situation publicly. Not everything that is true is provable, and many of our tenants stay with us for decades.

Our organization has a very low non-renewal and eviction rate, but there are certainly instances in which it is not in the best interest of our affordable housing mission or our other tenants to continue working with certain occupants. While there are always a few really bad landlords and a few really bad tenants, in general, it is not in the best interest of a landlord to displace a tenant without a good reason. My primary concerns are that 1. Not every lease violation is provable. 2. Not every interpersonal conflict is a mere inconvenience. For example, sometimes the person being asked to leave is the one perpetuating sexual harassment, domestic violence, intimidation or racist aggression. 3. Not every problem can be anticipated, so landlords need to be able to add provisions to our leases at the time of lease renewal without being required to renew the old lease if the tenant refuses to sign the new one. 4. Landlords will be less willing to take on risky tenants if the barriers to non-renewal are high.

Still, my mission is quality affordable housing and I respect the work of tenant advocates. I want to understand their position. I did as much research as I could to understand how a clause like this works and what evidence there is that it could be efficacious. I would like to find a way to work with tenant advocates to meet our shared goal that takes into account the knowledge and experiences of both landlords and tenants to create the best possible outcome. I have spoken with both other landlords and tenants and their advocates and it is apparent to me that both groups do not yet feel adequately heard. This is another reason why the proposal as it stands is not yet ready to be written into legislation.

In my research, I have come across a number of concerns about how effective a Just Cause ordinance can be. New Jersey has had such an ordinance for 50 years. Several municipalities across the country have had this approach for around 20 years. In the last 2 years, several states have passed or are considering a Just Cause provision. Yet, despite decades of opportunity to demonstrate the presumed effectiveness of Just Cause, the evidence that this could work is very scarce. I have not been able to find research anywhere that provides reason to believe that these provisions positively impact racial equity in housing, such as the relative eviction rates of Black residents compared to other residents. In New Jersey, which has the longest running Just Cause legislation, proponents acknowledge that it has not particularly impacted eviction filings. In fact, New Jersey has very high eviction rates, and as of 2018, they had higher eviction filing rates than neighboring counties in New York. Their eviction rates were far higher than those in Cook County, with every county in New Jersey having at least twice and up to 9 times the eviction rates of Cook County that year.

The most significant research to date on these provisions looked at 4 cities in California who passed Just Cause legislation between 2002 and 2010. The researchers concluded that "Cities that implemented just cause eviction laws experienced lower eviction, by 0.808 percentage points, and eviction filing rates, by 0.780 percentage points, than those that did not." However, it also found that "Despite these results, the overall trends in eviction rates in treatment and control cities... present a less straightforward picture. There is no significant drop in eviction rates in the treatment cities after the passage of the just cause eviction ordinance, except in the case of Glendale, nor do the trends among treatment and control cities change dramatically."

Furthermore, the study did not look at more informal means of forced relocation that happen outside of the courts. It is entirely possible, and I suspect likely, that what improvement there was in court-based evictions is negated entirely by an increase in informal forced displacement. While I am not yet convinced that a just cause provision would have a net positive impact on residents of Evanston, I am hopeful that with more dialogue and more time at the table, we can address the specific concerns of all parties.

I am hoping that I can hear more from tenant advocates and the city about what specific data and information has informed their advocacy for this provision and others, and what other solutions may have been considered. Evanston can be a leader in housing justice not by necessarily replicating what other cities have done, but by doing the work to continue the dialogue about new solutions and evaluating what can be learned from other cities.

Wynn G. (Potential Changes to Evanston RLTO)

To: Members of Housing and Community Development Committee

I hope you will consider strengthening Evanston’s Landlord and Tenant regulations with a goal of supporting tenants who are struggling with the expensive housing market here. Open Communities has conducted research and offers thoughtful options. I support their suggestions:

- just cause for eviction, limiting reasons for not renewing, with relocation assistance when tenant has no fault
- limits on rent-to-income ratio requirements and
- more notice for non-renewal of leases,
- and first right for purchase when owner sells.

Dominic V., Open Communities (Potential Changes to Evanston RLTO)

Open Communities commends the thoughtful work of this committee as it explores ways to improve Evanston’s landlord tenant law.

Today, we would simply like to remind the committee that conferring stronger rights to renters will not only stabilize our communities in direct ways but in meaningful indirect ways as well. Stronger rights means recognition and dignity. Greater stability means more freedom to participate in society – for example, it is well-known that property holders participate much, much more robustly in the entire political process.

However, with greater stability – such as through prohibiting arbitrary evictions and non-renewals, prohibiting high rent-to-income requirements, providing greater notice periods for rent increases and nonrenewal, limiting late fees and providing tenants with an opportunity to cure late rent – tenants could begin to participate more in their community with a sense of security. Owning a home should not be the only path to stability, dignity, or even wealth creation.

Open Communities has recently written in the press about these proposals, and we referenced the White Housing Blueprint for A Renter’s Bill of Rights. This document, which emerged from the Biden administration in January, sets a number of important priorities and goals that should drive the work of this committee. The importance of the right to organize, of accurate and regulated tenant screening, of diversion programs and universal representation in eviction court, of a right to cure nonpayment, and indeed, of just cause for eviction, are all highlighted among many other important pillars of strong renter’s rights.

Below is a quote from page 5 of the Blueprint, which discusses affordability and income requirements in light of a severely “housing cost-burdened” population in the US.

“In 2019, almost one quarter of the 44 million renter households spent at least half their earnings on rent. In the last three years, rental affordability has worsened, with rents rising nearly 26 percent nationally during the pandemic, forcing many Americans to make difficult

trade-offs in their household budgets between food, healthcare, and education because “the rent eats first.””

Finally, on page 16, Just Cause for eviction is clearly endorsed as part of the solution.

The Blueprint states, “To prevent evictions, renters should have access to just- or good-cause eviction protections that require a justified cause to evict a tenant, and tenants need to receive adequate notice if their lease is not being renewed.” We agree with the White House.

Jane W. (Affordable Housing in Evanston)

Hello, as a resident of Evanston’s sixth ward and a senior citizen, I want to express my concern about the lack of affordable housing. I moved here 17 years ago in preparation for my retirement and found a nice cooperative building. Now as I have aged in place and need less room and an elevator building, all I see are expensive luxury apartments. The North Shore Hotel was an excellent place for many seniors to spend their golden years right in downtown Evanston. Then corporations came in and forced many in their 80’s and 90’s to look for new places to live...and it was not in Evanston. Affordable housing should not have us looking in other communities, but should afford us the right to continue living in Evanston at affordable rates

3. APPROVAL OF MEETING MINUTES

- A. Approval of Minutes from Tuesday, May 16, 2023 meeting.

Tabled for next meeting due to no quorum.

4. NEW BUSINESS/OLD BUSINESS

- A. Continuation of Discussion of Potential Changes to the City’s Landlord Tenant Ordinance

Staff presented a slide deck explaining the changes being considered to update the City's Landlord Tenant Ordinance and supporting information and documentation. Jonathon Rafensperger of Law Center for Better Housing, John Bartlett of Metropolitan Tenants Organization, and Dominic Voz of Open Communities served as guest speakers to answer questions and provide context.

The discussion will continue at the July 18, 2023 Housing & Community Development Committee meeting.

- B. Approval to Recommend the Expansion of the Small/Medium Landlord Financial Assistance Program

This item was tabled by Chair Revelle until the next meeting.

- C. Approval of Cancellation of Tuesday, August 15, 2023 Housing & Community Development Committee Meeting

Draft

Housing & Community Development Committee
June 20, 2023

Motion to approve the cancelation of the Tuesday, August 15, 2023 Housing & Community Development Committee meeting.

Moved by Councilmember Reid
Seconded by Councilmember Burns

Ayes: Rodriguez, Berlin, Councilmember Burns, Councilmember Reid,
Councilmember Revelle, and Councilmember Geracaris

Approved 6-0 on a recorded vote

5. ADJOURNMENT

A. Chair Revelle called the meeting to adjourn at 7:15pm.



Memorandum

To: Members of Housing & Community Development Committee
From: Ana Elizarraga, Housing & Economic Development Analyst
CC: Marion Johnson, Housing & Grants Supervisor; Elizabeth Williams, Interim Housing & Grants Manager; Sarah Flax, Community Development Director
Subject: Approval to Recommend the Expansion of the Small/Medium Landlord Financial Assistance Program
Date: July 18, 2023

Recommended Action:

Staff recommends the Housing & Community Development Committee recommends approval of the expansion of the Small/Medium Financial Assistance Program geographic eligibility criteria to include five (5) additional census tracts.

Committee Action:

For Action

Summary:

Proposed Expansion

Staff recommends expanding the eligible areas to provide financial assistance to a wider group of landlords. The proposed geographic area would include five additional census tracts: 8103.02, 8101, 8097, 8096, and 8095 (see map) with the exclusion of tract 8094. This additional set was selected using the same Urban Institute Emergency Rental Assistance Priority Sub-Indices used to set up the initial geographic eligibility (based on the COVID-19 Impact and Equity Sub-indices). Census tracts with combined COVID/Equity sub-indices percentiles higher than the Evanston average of 119 have been included in the proposed program eligibility area. By including these additional tracts, the program's benefits can be extended to more landlords in areas impacted by COVID-19 that tend to have more naturally occurring affordable housing. The financial assistance provided under the program will continue to be based on 75% of the difference between the net rental income reported in 2019 and 2021 for eligible rental dwelling units up to a maximum of \$15,000 per eligible landlord.

Current Program Update:

Since the launch of the program on May 1, 2023, in three (3) census tracts (8092, 8102, and 8103.01), twenty-three (23) applications have been submitted. Thirteen (13) applications were approved for an average assistance amount of \$7,607.84. 69% of the approved applications

came from census tract 8092. To date, \$110,101 of assistance is in the process of being disbursed to eligible applicants.

Small Landlord Assistance Program by The Numbers	
Total Program Amount:	\$500,000.00
Total Amt. Approved for Disbursement:	\$110,101.25
Remaining Funds:	\$389,899.00
Average Funding Amount:	\$7,607.84
Submitted Applications:	23
Approvals:	13

Four (4) applications were approved at the full amount (\$15,000), and ten (10) applications were denied. Denials were based on applicants not meeting one or more of the requirements to be eligible, such as the number of units owned, the location of the rental property, or incurred losses in fiscal years 2019 and/or 2021. Three (3) of the denied applications may be eligible under the expansion of this program.

Exclusion of Census Tract 8094:

Staff recommends the exclusion of census tract 8094 from this expansion. While 8094 ranks high in the COVID-19 Impact sub-index, the data for this tract is skewed due to the large population of low-income students and their characteristics, as indicated by the Urban Institute.

The 8094 census tract shows an estimated sixty-two (62) landlords who own 35 or fewer residential rental units registered with the City of Evanston. The large majority of the eligible rental properties in this area have been identified in the rental registry as upscale condominiums, and single-family rental homes of 3+ bedrooms valued at above \$1M, per Zillow.com. Renters in 8094 paid \$1,500 more in gross rent on average than the current and proposed expansion tracts (See Figure 1) while the rental stock in 8094 tends to have a larger share of smaller units (studios and 1-bedroom units).

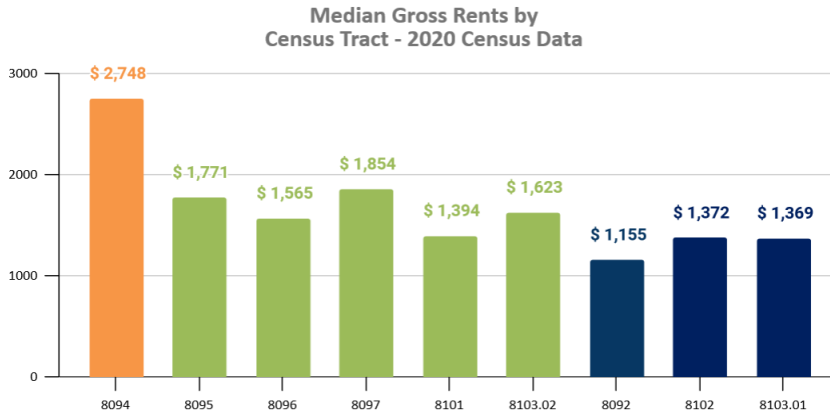


Figure 1

As part of their index, The Urban Institute notes that in many communities, the index may highlight tracts with large populations of university students. This is likely because students are often renters, might be living in crowded situations, and have low incomes, and illustrates the need to pair the index with local knowledge and expertise to make fully informed resource prioritization decisions.

Legislative History:

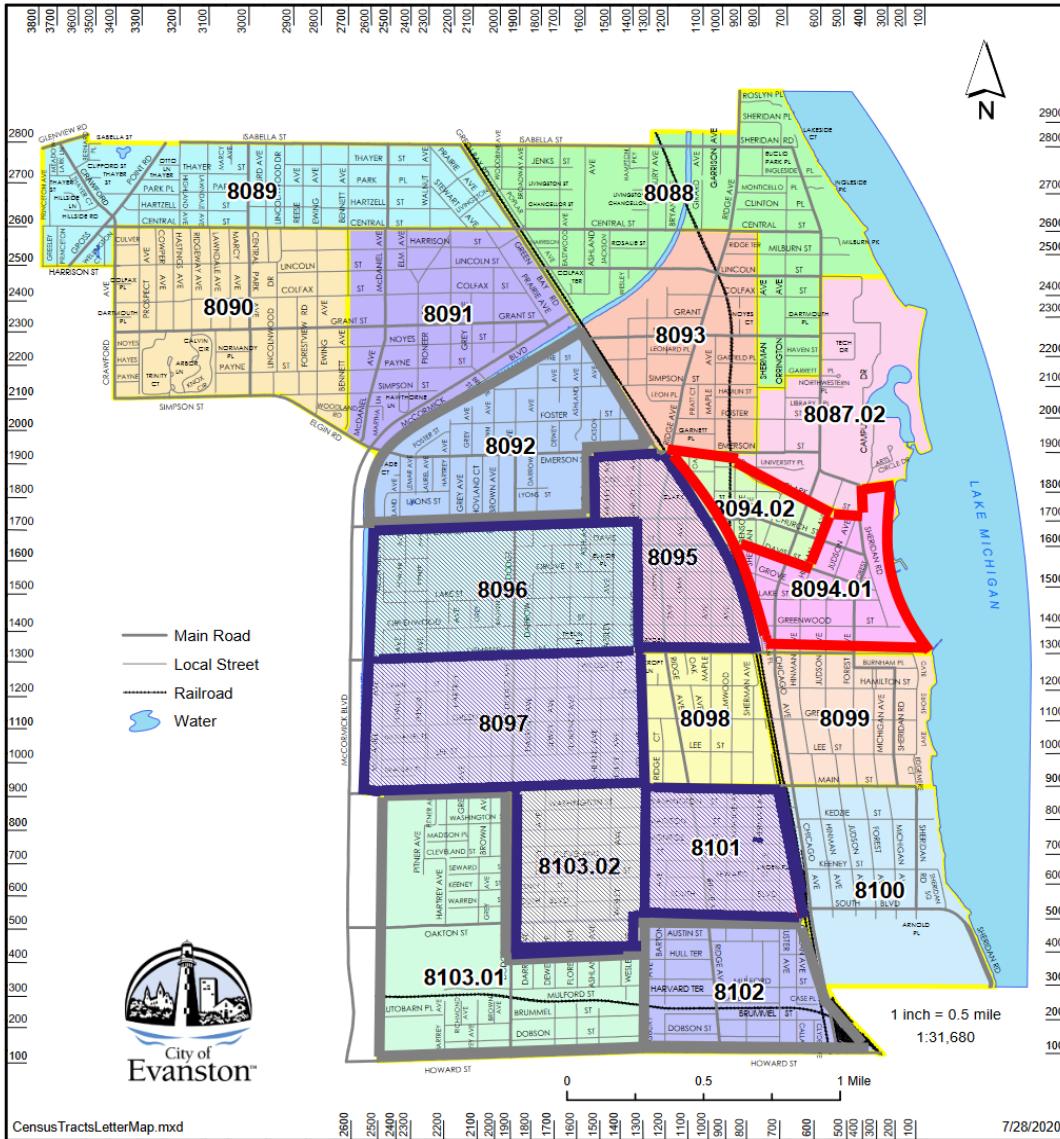
The Small/Medium Landlord Assistance Program was approved by the City Council on February 27, 2023.

Attachments:

[New eligible census tracts Map SMALL LL](#)

PROPOSED ELIGIBILITY PROGRAM AREA

Census Tracts



- New eligible census tracts in deep blue (8095, 8096, 8097, 8101, 8103.02)
- Existing eligible census tracts in grey (8092, 8102, 8103.01)
- Excluded census tract in red (8094)



Memorandum

To: Members of Housing & Community Development Committee
From: Lindsey Wade, Housing & Economic Development Analyst
Subject: Summary of Committee Discussion on Updates to the Residential Landlord Tenant Ordinance
Date: July 18, 2023

Recommended Action:

Staff requests the Housing and Community Development Committee provide direction on updates to Evanston's Residential Landlord Tenant Ordinance.

Committee Action:

For Discussion

Summary:

The Housing and Community Development Committee (HCDC) had several discussions this year regarding updates to the City of Evanston Residential Landlord Tenant Ordinance (RLTO). Items for consideration were initially introduced in April 2021 and then re-introduced with additional items in February 2023 following several referrals from council members. Staff solicited feedback from the community through multiple channels and on various platforms. Feedback, along with policy research, context, and best practices for each item was shared at the May 16 and June 20, 2023 HCDC meetings. Staff solicited direction from committee members on whether to incorporate the items into a draft ordinance or to seek additional information and inquiry before drafting an ordinance.

To date, the Committee has discussed and provided direction on 11 of the 19 original items for consideration. Implementation of graduated notices based on tenancy and amount of rent increase, were not moved forward. Instead, the Committee agreed to extend the notice period to 90 days with tenant response required no sooner than 30 days before lease expiration. The ten resulting items and direction provided by the committee are below:

- Provide a plain-language summary of the RLTO that would be attached to all leases at the time of signing instead of the RLTO itself.
- Disclose estimated costs of heat to tenants billed for heat. Disclose foreclosure activity.

- Provide tenants with information regarding bed bug detection, reporting, and removal at the time of lease signing.
- Limit and define move-in fees, application fees, and administrative fees to actual costs.
- Remove the requirement for landlords to pay interest on the security deposit.
- Add language to prevent renaming of security deposits.
- Limit late fees to \$50 or 5% of rent—whichever is lower.
- Change the notice period from 30 days to 90 days for lease non-renewal.
- Consistent, 10-day period to cure for material non-compliance of the lease.
- Move forward with developing an optional, compliant screening tool—such as a brochure to “screen in” tenants. Consider adding limitations on rent to income ratio requirements and credit score usage, along with universal screening application provided by the city.

The remaining eight items for the Committee’s consideration are:

- Just Cause eviction/non-renewal of lease
- Relocation assistance
- City Landlord Mitigation Fund
- A one-time Right to Pay and Stay
- Collection of attorney fees
- Protections for Survivors of Gendered/Domestic Violence
- Right to Organize
- Right of First Refusal

Three of these items will likely require additional information, discussion, or funding to implement, therefore, staff recommends separating them from this RLTO update. This will allow the committee more time to consider and discuss, and staff to conduct further research or community engagement, while advancing the RLTO update priorities. The three items are:

- Just Cause eviction/non-renewal of lease
- Relocation assistance
- City Landlord Mitigation Fund

The remaining five items to discuss that could move forward in this RLTO update are:

- A one-time Right to Pay and Stay
- Collection of attorney fees
- Protections for Survivors of Gendered/Domestic Violence
- Right to Organize
- Right of First Refusal

Three Items for Additional Consideration

Just Cause

Currently a landlords may not renew a lease without explanation or justification. Just Cause non-renewal/eviction policies enumerate circumstances in which eviction or non-renewal of a lease is allowed. Some policies also include notice periods and criteria that trigger relocation assistance payments. Just Cause policies have been adopted and implemented in numerous jurisdictions, including [Portland](#), [San Diego](#), [Washington D.C.](#), [Seattle](#), [New Jersey](#), [New Hampshire](#), [Oregon](#), and [Washington State](#). A Just Cause eviction provision is also currently being developed in [Chicago](#). Each policy establishes its respective criteria for just cause—with some enumerating a long and exhaustive list, and others delimiting a narrower list.

For example, [New Hampshire](#) defines just cause to evict as:

- tenant nonpayment
- major damage to a unit
- breach of lease
- behavior that's unsafe or unhealthy to others
- code violations requiring vacation to repair
- business reasons
- "other good cause"

If the grounds for eviction is "other good cause" based on the actions or inactions of the tenant, their family or guests, the landlord is required to provide the tenant with written notice stating that in the future such actions or inactions would constitute grounds for eviction.

Comparatively, [San Diego](#) uses the following criteria:

- tenant fault for just cause eviction: non-payment, breach of lease, criminal activity, and nuisance property;
- non-tenant fault just cause for eviction: occupancy by owner/relative, removal from the market, removal due to major code violations, and major rehab.

Differentiating tenant fault and non-tenant fault allows to trigger relocation assistance for situations where the tenant is not at fault but still needs to vacate their unit.

[Fair housing experts](#) recommend implementing Just Cause eviction in cities with high rents and low vacancies to stabilize the rental housing market. The Biden-Harris administration expressed support for this approach in [a report](#) released in January 2023—citing the policy's success in reducing turnover, displacement, and homelessness.

Federally subsidized housing is required to provide just cause for eviction, including developments funded by [Low Income Housing Tax Credits \(LIHTC\)](#). Defining a list of "just cause" criteria that justify an eviction or lease non-renewal would promote housing stabilization and reduce displacement by protecting tenants from arbitrary, retaliatory, or discriminatory evictions and lease non-renewals.

Landlords have voiced opposition to a Just Cause ordinance, citing fears of losing their property ownership rights, of having troublesome tenants for perpetuity, of not being able to occupy their own unit for themselves, and of losing the ability to negotiate unwanted tenant behavior with lease terms.

Demonstrating a tenant's lease violation may protect landlords from assertions of discrimination and retaliation, should a tenant decide to sue or contest their non-renewal. Under the criteria exemplified above, landlords would continue to have the right to evict tenants for lease violations and for failing to pay the rent, as well as for changes in the use of the unit or the building. For example, tenants who smoke in a building defined in the lease as non-smoking would be in violation of the lease. The justification for non-renewal of the lease would be considered "Material Non-Compliance" and landlords would continue to have the ability to use lease non-renewal as a negotiation tool to change behavior prohibited in the lease. Furthermore, landlords who wish to occupy a unit for themselves; who wish to remove

their unit from the market; who wish to convert their building to a condominium; who need tenants to move out for major rehabilitation or repairs to bring the building up to code, would continue to have those freedoms if such criteria is included as a reason for just cause eviction or non-renewal.

Relocation Assistance

Relocation assistance offsets the cost of moving for tenants whose leases are not renewed for unrelated causes. Because relocation assistance provisions are frequently connected with Just Cause ordinances, staff recommends the relocation assistance discussion moves in tandem with the Just Cause discussion.

Jurisdictions implementing relocation assistance enumerate criteria that trigger relocation assistance—which is usually when a tenant has to move at no fault of their own, such as occupancy by the owner or a relative, condo conversion, need for significant repair (i.e. to bring the building up to code), removal of the property from the rental market, or demolition of the property.

Examples of triggering criteria in different municipalities are listed below:

- [Evanston](#): condominium conversion
- [Portland](#): no-cause eviction, no-fault eviction, rent increase of 10% or more, substantial change in lease terms
- [Seattle](#): substantial renovation, change of use, removal of rent control.
- [Chicago](#) (proposed): no-fault evictions

Amount and eligibility for relocation assistance can vary greatly in implementation. Some localities determine the amount of relocation assistance based on statistical medians or proportions of monthly rent, while others set a flat fee. Furthermore, some relocation assistance structures restrict tenant eligibility to income.

Examples of relocation assistance fee structures are listed below:

- [Evanston](#): \$300 or one month's rent, whichever is greater paid by declarant of condo conversion; for households earning up to 80% of the Primary Metropolitan Statistical Area median income; additional fees for households with children, elderly, or disabled persons
- [Portland](#): Flat fee based on unit size, i.e. \$2900 for a studio; \$4500 for a 3-bedroom; paid by landlord
- [Seattle](#): Flat fee of \$4,486; half paid by landlord, half paid by city; serves only low-income tenants
- [Chicago](#): 5x median area rent for bedroom size; 2x median area rent for bedroom size applicable to tenants in owner-occupied buildings of 6 or fewer units, portion of which subsidized by city; additional fees for households comprised of minors, elderly, or disabled persons

City Landlord Mitigation Fund

City mitigation funds, also known as landlord mitigation funds, commonly accompany ordinances that address tenant screening protections, just cause provisions, and eviction diversion programs. They're intended to reduce the perception of risk of renting to tenants

with a homelessness or eviction history, low credit score, high rent-to-income ratio, and/or tenants whose rent is subsidized through a third party. Participating landlords leasing to tenants fitting the criteria typically have a direct means of contact with the mitigation source for questions and concerns regarding their tenants, and to request financial funds to cover any losses or damages incurred by renting to the tenant. The losses and damages covered are usually limited to up to two times the monthly rent, but each locality's policy varies.

For example, the [City of Chicago](#) has multiple programs that reimburse landlords for damages caused by tenants to their units. In All Chicago's [Expedited Housing Initiative](#), landlords can sign up to have their vacancies filled by case managers with individuals receiving a housing subsidy. All Chicago makes direct rental payments to participating landlords on behalf of tenants. Participating landlords can contact case managers for help with solving tenant issues and can also make claims for reimbursement to damages to the unit. with issues Chicago's [Flexible Housing Pool](#) works similarly, with the addition of a Master Lease managed in cooperation with Cook County Health.

Furthermore, [Lake County](#) facilitates a landlord risk mitigation fund managed by Community Partners for Affordable Housing which is intended for landlords renting to individuals "partnered with a social service agency" to obtain assistance with unit damages in costs exceeding security deposit and up to 2 months vacancy loss. They also offer landlords membership to a coalition to support tenants.

A national list of governments implementing mitigation funds for housing was compiled by the [United States Interagency on Homelessness](#) and offers additional examples of how municipalities can structure their programs.

Staff recommends continuing the discussion on creating a city mitigation fund on the same proposed timeline as the Just Cause discussion since, at this time, no funding source for a project such as this has been identified yet.

Five Items to be Considered for Inclusion in the RLTO

The remaining five items that could move forward in this RLTO update are:

- A one-time Right to Pay and Stay
- Collection of attorney fees
- Protections for Survivors of Gendered/Domestic Violence
- Right to Organize
- Right of First Refusal

Staff seeks direction as to whether these five items should be included in the current RLTO update following discussion and consideration by the Committee:

One-Time Right to Pay and Stay

Staff recommends including a One-Time Right to Pay and Stay, that will give tenants the opportunity to pay their past due rent at any point in the eviction process, up until a judgment is made. Currently, once a tenant is ten or more days past due on their rent, their landlord can file for eviction and have the tenant removed regardless of whether or not they come up with their past due rent. This means that some landlords may collect the past-due rent

payment and move forward with eviction. This would give tenants in dire situations the time they need to secure rental assistance funds which can typically take 1-2 months to secure. Under this provision, tenants would only have this option once per address, meaning they would not repeatedly be allowed to fall behind on their rent, and then catch up. A One-Time Right to Pay and Stay has already been adopted in [Chicago's Fair Notice Ordinance](#) and in [Cook County's Residential Tenant Landlord Ordinance](#) (with the exception of owner-occupied buildings of 6 or fewer units).

Collection of Attorney Fees

Staff recommends removal of the current RLTO requirement that tenants pay landlords' attorney fees in eviction proceedings. This would be consistent with the [Cook County RLTO](#). Typically, in any lawsuit, the prevailing party collects payment of attorney fees from the other party. In eviction court, where roughly [82% of cases](#) are for non-payment this provision inherently penalizes tenants, particularly low-income persons, by increasing the debt incurred while facing challenges to rehouse themselves. Additionally, although programs such as the [Cook County Early Resolution Program](#) have made strides in closing the gap in representation between landlords and tenants, the imbalance of power remains a constant challenge, especially for low-income tenants.

Although there is a likelihood that eviction would become more costly for landlords to facilitate, there is also the potential for some eviction proceedings to move faster if landlords and their attorneys understand their fees won't be paid for by another party.

Prohibit Retaliation from Landlords Against Survivors of Gendered/Domestic Violence

Evanston's current Residential Landlord Tenant Ordinance (RLTO) exempts survivors of domestic violence from lease violations for criminal activity under specified circumstances and documentation. Staff recommends including the [Illinois Safe Homes Act](#) and the [Violence Against Women Act \(VAWA\)](#) to bring Evanston's RLTO in alignment with and reinforce the State protections.

Under the Illinois Safe Homes Act, gendered violence survivors seeking safety from abuse may terminate their lease with three days notice; or may request their landlord change the locks within 48 hours, or may do so themselves if the landlord doesn't comply, in which case the tenant would be required to provide the new key to the landlord within 48 hours. The VAWA protects HUD-subsidized domestic violence victims from facing eviction or certain lease violations.

Without protection from retaliatory conduct for exercising their rights under the Illinois Safe Homes Act, tenants having to flee their units may be liable for unpaid rent, may have their lease terminated for abuse of access, or otherwise experience unfavorable outcomes due to exercising their rights. Including the Illinois Safe Homes Act provisions in the Residential Landlord Tenant Ordinance will help landlords to maintain compliance with state law. Providing more visibility to VAWA also benefits tenants and landlords with complying with federal law.

Staff recommends the City of Evanston add to its prohibited provisions in rental agreements, "any rental agreement that limits a tenant's right to contact law enforcement or emergency assistance or any agreement that creates penalties for a tenant for contacting law

enforcement or emergency assistance”. Additionally, staff recommends we add, “ tenants who exercise their rights under the Illinois Safe Homes Act” to our Prohibited Retaliatory Conduct section.

Prohibit Retaliation from Landlords Against Tenants Acting on their Right to Organize

Staff recommends including protections for tenants who organize or form associations on the common ground of being renters in the same building or of the same landlord/property manager are currently protected from retaliatory conduct by landlords. However, the current ordinance lacks the specificity to cover all activities consistent with tenant organizing and associations.

According to [Urban Institute](#), tenants connected to renter’s associations where they can discuss concerns about the property, “focus on local neighborhood issues, or provide support to their neighbors” may stay stably housed, which benefits both landlords and tenants. Furthermore, landlord support for tenant associations cultivates a stronger landlord-tenant relationship—paving the way for stronger communication regarding terms of the lease and other pertinent rental issues.

One of the tools tenants can use to form and support associations are sharing leaflets describing the association’s goals, members, and/or meeting locations and times. Another resource tenants can use to form and support associations is the use of common spaces in the building.

Staff is recommending the City of Evanston add the distributing leaflets and the “use of common spaces for the purpose of tenant organizing to the list of behaviors and activities a landlord cannot retaliate against a tenant for in relation to tenant organizing.

Right of First Refusal

Right of First Refusal can range in approach from providing advance notification of a sale, to providing a right to match an existing offer, or providing an exclusive period of time where an offer can be made. Right of First Refusal helps to reduce housing turnover, preserve the affordable housing stock, maintain community diversity, and create opportunities for rentership, home ownership, and economic development.

Evanston's right of refusal policy for condominium conversions requires the building owner give the tenant 120 days from the notice of intent, or 30 days from when the condominium instruments are recorded with the City, to decide whether or not they want to purchase their unit at a set price or at a price offered by a third party. If there is inaction from the tenant, the owner cannot sell the unit at a more favorable price for the prospective purchaser for the next 180 days. Our [state law](#) is drafted similarly.

Other municipalities have incorporated these practices for rental properties. For example, under the City of Chicago’s Right of First Refusal pilot in their [Woodlawn](#) neighborhood , landlords provide tenants a 30-day notice of Intent to Sell. Landlords notify their tenants once they receive an offer on the property. From there, tenants get 90 days to form an association and match that offer. In other communities, such as [Washington D.C.](#), tenants get 45 days to form an association (if one has already been formed, 30 days) and make an offer on the

building, following a 30-day notice of Intent to Sell from the owner. In Washington D.C., tenant associations seeking to purchase their building are supported by housing counselors in obtaining financing and navigating the legalities of their purchase as an association.

Staff recommends extending the same rights provided to tenants of buildings being converted to condominiums, the [right to purchase](#) the unit they occupy, to tenants of any building being sold, regardless of whether a condominium conversion takes place.