

## HCDC Public Comments by email 6/20/23

**6/20/23 - RLTO - Stephanie Vaughan, Reba Place Properties**

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.

**6/20/23 - RLTO - Wynn Graham**

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.

### **6/20/23 - RLTO - Dominic Voz, Open Communities**

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.

**6/16/23 - Affordable Housing in Evanston - Jane Wickencamp**

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

**5/16/23 - RLTO- Jalisa Holifield**

This is an important ordinance to help all families in Evanston.

**5/16/23 - RLTO - Joseph Lenti**

Housing and Community Development Committee Members,

My name is Joey Lenti, and I have been a renter in Evanston since 2002. I moved to Evanston for graduate school, never intending to stay past graduation. 21 years later, I'm still here, and still a renter.

My partner and I met in Evanston, got married in Evanston, and we have a child in District 65. I love the Evanston Public Library and the Roundtable. I am also a social worker in non-profit service.

I have had four landlords during my tenancy in Evanston. One was a non-profit institution. Another was an independent landlord with one investment property. One was a large family property management company with lots of ALL CAPS MEMOS WITH BOLD FACING AND UNDERLINING AND ULTIMATIMS, and who took their time fixing things. And my current landlords are like family, like live-in grandparents for my child.

I am a renter because I like living in Evanston, and because I have been unable to afford to own a home here. Our luck and timing with finding affordable rental housing is the only way that I've been able to remain in Evanston for 21 years.

I also have had experience for a couple years as a landlord prior to moving to Illinois, and for the sake of brevity, during that short time I saw the good, bad, and ugly of being a landlord.

So I have seen both sides of the landlord-tenant system, and as a resident in the community and as social worker serving Evanston and surrounding communities, I hear every month about more and more people who are struggling to afford their rent.

I implore you to strengthen the RLTO to make common-sense improvements to improve and strengthen tenants rights, and to protect the rights of the landlords, recognizing the differential vulnerability of renters. I know that many proposals are on your docket for consideration. Please review all of them carefully.

Thank you for the opportunity to comment,

Joey Lenti

### **5/16/23 - RLTO - Elia Baez**

Housing and Community Development Committee Members,

My name is Elia Baez, and my family has lived in Evanston for 16 years, I have raised my son in this community, I am a proud parent of a graduate of D65 and D202 schools.

As the Housing and Community Development Committee considers updates to Evanston's Residential Landlord Tenant Ordinance (RLTO), I want to urge the committee to consider the opportunity we have to make a more just, healthy, and equitable rental landscape in our city.

In Evanston, 43% of our residents rent. With rents up 17%, Evanstonians are facing high housing cost burdens, risk of displacement through gentrification, as well as safety and health issues that need real solutions.

In my experience I have rented in Evanston, I have seen the need to strengthen our current RLTO through signing:

Increased notice periods for rent increases and lease non-renewals.

A one-time right to cure (tenants in eviction proceedings would have a one-time ability to pay all rent owed + court costs and avoid eviction).

A limit on the rent-to-income ratios that landlords can require.

A limit around late fees.

A Just Cause for Eviction provision (which would limit a landlord's ability to engage in "no-fault" evictions and require relocation assistance to be paid to tenants when they are displaced through no fault of their own).

Defining "move-in fees" and requiring they be related to actual costs.

Strengthen the right for tenants to organize.

There are a historic set of challenges facing renters right now. Evanston showed national leadership by enacting the first municipal reparations ordinance, and we have the chance to be leaders again by allowing renters to live more stably in their housing safely and with dignity.

Thank you for the opportunity to comment,

Elia Baez

### **5/16/23 - RLTO - Dominic Voz, Open Communities**

(An iteration of this comment appeared in the Roundtable as a letter to the editor).

We must recognize that it is not just where we live, but also how we live, that determines our access to healthy space, our resiliency from displacement, our feeling of belonging. Race plays a major role in these inequities.

Not only are Black and Brown people much more likely to live in unhealthy or even toxic residential conditions, they are also evicted at much higher rates than Whites nationwide. Inability to afford rent drives most evictions, and locally we find that over 50% of Evanstonians are cost burdened, meaning they spend more 30% of their income on rent. Many spend over half their income on rent. Given local economic stratification by race, this burden has inevitably contributed to the 27% decrease in the portion of Black residents living in Evanston since 2000.

As we see it, there are two ways forward. Evanston can catch up with the great strides that have been made with laws at Cook County and the City of Chicago. We can offer protections and regulations as strong as our neighbors and avoid a highly fragmented geography of regulations.

Or, as Evanston has done with its reparations ordinance, we can become leaders. Our organization encourages the latter; we urge Chair Revelle and all committee members to envision just how much stronger we can make our community through modernizing this law.

The loudest voices too often prevail in these conversations, and we caution against this dynamic. As Councilmember Bobby Burns pointed out in the first HCDC meeting on this topic, the goal should not be achieving balance by falsely presenting the concerns of landlords and tenants on equal footing, but instead should be pursuing what is just.

Open Communities captured data from a survey of 400 Evanston residents which will be discussed today. Hundreds of these tenants lamented the high cost of living in Evanston. One simply stated “Cost of rent in a small studio apartment is 50% of my income, making it nearly impossible to have savings for a rainy day.”

As advocates, we also know many of the other proposals before the committee could make enormous improvements to tenants’ lives. Just cause for eviction, limits on late fees and rent to income ratios, increased notice periods for nonrenewal or rent increases, A one-time right to cure nonpayment of rent, requiring that move-in fees be related to real expenses, and even giving tenants the first right of refusal on building sales would represent major strides toward a more equitable landscape.

The solutions are within our grasp. For too long, renters have accepted a life that is fundamentally precarious. We look forward to seeing Evanston move ahead of the pack rather than play catch-up.

#### **5/16/23 - RLTO - Christi Wessel**

Equity and fairness matter. Businesses can't complain about the workforce shortage and then NIMBY, overcharge and unjustly deny people the right to safe and median housing. We all have a part to play in allowing people the opportunity to better their lives.

**5/16/23 - RLTO - Sergio Hernandez, Jr., District 65 Board President**

Housing and Community Development Committee Members,

My name is Sergio Hernandez, Jr., and I am the Board President of the Evanston/Skokie School District 65 School District Board. As the Housing and Community Development Committee considers updates to Evanston's Residential Landlord Tenant Ordinance (RLTO), I want to urge the committee to consider the opportunity we have to make a more just, healthy, and equitable rental landscape in our city.

In Evanston, 43% of our residents rent. With rents up 17%, Evanstonians are facing high housing cost burdens, risk of displacement through gentrification, as well as safety and health issues that need real solutions.

In my experience advocating and organizing with the Latino community in Evanston, I have seen the need to strengthen our current RLTO through ensuring our Latino and Black residents who rent are given access to affordable rental housing and the resources needed to sustain and maintain a roof over their heads, and our city's cultural and linguistic diversity.

There are a historic set of challenges facing renters right now. Evanston showed national leadership by enacting the first municipal reparations ordinance, and we have the chance to be leaders again by allowing renters to live more stably in their housing with dignity.

Thank you,

Sergio Hernandez, Jr.

**5/16/23 - RLTO - Jan Beladi**

There needs to be more transparency for accountability for landlords. There is discrimination, too many fees attached and no accountability for making a rental in good working condition. I don't live in Evanston, but in Skokie we have some of the same problems. Renters often don't speak up because of possible retribution. Thanks!

**5/16/23 - RLTO - Max Seeley, Connections for the Homeless**

Housing and Community Development Committee Members,

My name is Max Seeley, I grew up in Evanston and currently work as the Advocacy and Government Grants Coordinator for Connections for the Homeless. As the Housing and Community Development Committee considers updates to Evanston's Residential Landlord Tenant Ordinance (RLTO), I want to urge the committee to consider the opportunity we have to make a more just, healthy, and equitable rental landscape in our city.

In Evanston, 43% of residents rent. With rents up 17%, Evanstonians are facing high housing cost burdens, risk of displacement through gentrification, as well as safety and health issues in their homes that need real solutions. Strengthening our current RLTO is critical to preventing and ending homelessness in Evanston. The proposed changes will make it easier to find affordable housing, by increasing fee transparency, and help keep families in their homes by limiting late fees, allowing those who have fallen behind on rent to catch up.

There are a historic set of challenges facing renters right now. Evanston showed national leadership by enacting the first municipal reparations ordinance, and we have the chance to be leaders again by allowing renters to live more stably in their housing, with dignity.

Thank you for the opportunity to comment,

Max Seeley, Advocacy & Government Grants Coordinator Connections for the Homeless

### **5/16/23 - RLTO - Emily Love, Law Office of Emily Love**

Housing and Community Development Committee Members,

My name is Emily Love, and I have owned an immigration law practice in south Evanston for 23 years. As the Housing and Community Development Committee considers updates to Evanston's Residential Landlord Tenant Ordinance (RLTO), I want to urge the committee to consider the opportunity we have to make a more just, healthy, and equitable rental landscape in our city.

In Evanston, 43% of our residents rent. With rents up 17%, Evanstonians are facing high housing cost burdens, risk of displacement through gentrification, as well as safety and health issues that need real solutions.

In my experience working with immigrants in Evanston, I have seen the need to strengthen Evanston's current RLTO through increased notice periods for rent increases and lease non-renewals and by including a Just Cause for Eviction provision in the ordinance. I have clients who were adversely affected by the absence of these provisions.

There are a historic set of challenges facing renters right now. Evanston showed national leadership by enacting the first municipal reparations ordinance, and we have the chance to be leaders again by allowing renters to live more stably in their housing with dignity.

Thank you for the opportunity to comment,

Emily Love Law Office of Emily Love, P.C.

### **5/16/23 - RLTO - October Gunawan**

Housing and Community Development Committee Members,

I am October Gunawan, a disabled, queer, Evanston resident of color for the past 11 years, during which I've lived in 8 Evanston apartment units under 6 different landlords/property management companies.

As the Housing and Community Development Committee considers updates to Evanston's Residential Landlord Tenant Ordinance (RLTO), I want to urge the committee to consider the opportunity we have to make a more just, healthy, and equitable rental landscape in our city. 43% of Evanston residents rent. Rent has increased a staggering 17%, and Evanstonians face high housing cost burdens, risking displacement through gentrification, and safety and health issues that need real solutions.

In my experience renting and working in Evanston, I have seen the need to strengthen our current RLTO through the following:

- Requiring landlords to disclose the average utility costs at lease signing.
- Increased notice periods for rent increases and lease non-renewals.
- A one-time right to cure (tenants in eviction proceedings would have a one-time ability to pay all rent owed + court costs and avoid eviction).
- A limit on the rent-to-income ratios that landlords can require.
- A limit around late fees.
- A Just Cause for Eviction provision (which would limit a landlord's ability to engage in "no-fault" evictions and require relocation assistance to be paid to tenants when they are displaced through no fault of their own).
- Defining "move-in fees" and requiring they be related to actual costs.
- Strengthen the right for tenants to organize. There are a historic set of challenges facing renters right now.

Evanston showed national leadership by enacting the first municipal reparations ordinance, and we have the chance to be leaders again by allowing renters to live more stably in their housing with dignity.

Thank you for the opportunity to comment,

October Gunawan (they/them/theirs)

**4/11/23 (via [housing@cityofevanston.org](mailto:housing@cityofevanston.org) email) Ilene Thomas - Landlord Feedback**

As a small landlord, I am very concerned that the proposed limitations on the allowable grounds for eviction will have unintended consequences that both landlords and tenants will come to regret.

For example, consider the likely results of applying the ordinance as proposed in the case of this practical example, which is being discussed on Nextdoor. A tenant in a building in Chicago has a neighbor who smokes, and the smoke is going into her apartment, with the result that her apartment and possessions reek of secondhand tobacco smoke. She has lived in her apartment for 5 years, and her apartment is in a nonsmoking building,

She has complained to the landlord, and the landlord has asked the other tenant - several times - to stop. The tenant complies for a week or two, but then resumes smoking. Faced with a tenant who ignores the landlord's request, and continually having to live with the result, the non-smoking tenant feels she will likely have to move at the end of her lease.

Several indignant commentators on Nextdoor have suggested the non-smoking work with a tenants' organization to send the landlord a letter, and give him a deadline to get the tenant to honor the terms of his lease. I don't know the rules in Chicago, but according to the rules proposed for the new landlord/tenant ordinance, if the smoker was a tenant in Evanston nothing could be done to protect the non-smoker, because the smoker's behavior does not fall within the allowable reasons for eviction.

The result is the non-smoking tenant – who follows the terms of her lease – is effectively being evicted from her apartment by the smoker. While her misbehaving neighbor – who is violation of his lease - can wave her on her way, knowing that he is effectively protected from significant consequences of his smoking because his behavior, while disrespectful and disruptive, does not fall within the proposed narrowly drawn list of allowable reasons for eviction or non-renewal. Evanston landlords will have to stand by, unable to interfere, as bad tenants drive out good ones.

What, exactly, would you like the landlord to do in this situation? And how, exactly, would you like us to accomplish it? And please, be specific, not theoretical or general.

Do you prefer protecting disruptive tenants, or the tenants they are disrupting? What other effective tool do you propose to control disruptive tenants?

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As a separate, more general question, it appears to me that the proposed ordinance is saying that if I am currently a landlord, I must continue to be a landlord. What if I no longer wish to be a landlord, or it's not practical for me to be one.

It sounds to me like this ordinance is forcing me to have a business. If I were a plumber or an attorney, would you even be considering a law requiring me to keep my business open and service my existing customers for as long as they wished?

If not, why am I being treated differently?

And again, please be specific – no theory or generalities.

**4/3/23 (via [housing@cityofevanston.org](mailto:housing@cityofevanston.org) email) Deborah Starkovich, Leasing Management - Proposed Changes to Evanston RLTO**  
(Excerpt from spreadsheet)

Proposed Provision	Leasing and Management Comments to proposed RLTO consideration
Attach an approved plain language summary.	Yes not only must it be attached to every lease but it must be written in a simple format so that residents will understand their rights as well as the landlords.
Add disclosure requirements for utility costs and foreclosure.	While we can provide information on the utility allowance being used by each unit size,

	we cannot provide actual costs as those bills are in the resident's name and not accessible to the landlord. There is nothing in the Chicago LTO that requires utility costs. Foreclosure notice is in the Chicago LTO already. Cook County RLTO states "if known by landlord". That should be included as well.
Provide new tenants with information on bed bug detection, reporting, and removal.	This would be in line with the City of Chicago's lease and addendums where bed bug information is provided.
Remove the requirement for landlords to pay interest on the security deposit.	Agreed it is an administrative nightmare for .01%.
Specify that security deposits may not be renamed to avoid requirements.	All leases should mirror the City of Chicago's lease which has a paragraph on the first page listing out the bank name, location and bank account number of where the security deposit is being held. I would put an exception where a bank name changes due to a buyout of the bank. For example Old National took over First Midwest last year.
Defines move-in fees; requires that they be reasonably related to actual expenses.	Move in fees for our apartments is balance of security deposit and rent from the date of move in for that month.
Limit late fees to \$10 on monthly rent of \$1000 or less; 5% per \$1000 monthly rent thereafter.	Late fees are a deterrent for late rent. I do not see that the Cook County RTLO specifically calls for \$10 on \$1,000 or less and 5% for any amount over the \$1,000. Chicago RLTO in the 2023 lease still requires 5% on rent up to \$500 and 5% of rent thereafter. Quite frankly it would be helpful to make it a flat fee like we do at our apartment of \$25.
Increase notice to 60 days for tenancy of 1-3 years and 120 days for tenancy of more than 3 years.	Agreed.
Rent increases of more than 5% get 60 days notice, increases over 10% get 90 days notice, and increases of 15% or more require 120 days notice.	Agreed.
Even out wide divide between 30 days and 48 hours to 10 days for all.	Agreed 10 days should be sufficient unless we have to call a vendor and we are at their mercy and time. We also, like everyone else, are experiencing supply chain issues. Please

	take that into consideration.
Provide tenants with the “first right of refusal” to purchase if their building is being sold.	Agreed.
Give tenants the right to organize through common ground of being tenants in the same building or from the same landlord.	Public housing and Project based subsidy developments require a resident council. This provision is listed in their Regulatory Agreements and in the HUD handbook for those programs. Over the years I have seen good and bad resident councils. Many of the time, residents are too busy with their lives and do not want to participate. I have also seen where resident councils interfere with ongoing property operations of the management company. Please note that while a resident council could form, the management may not legally have to recognize the council. This could be an issue.
Prohibit retaliation against tenants for exercising their right to change their locks or terminate their lease in order to stay safe from or flee domestic violence. Examples of retaliatory conduct prohibited by the landlord would include eviction, lease non-renewal, or failing to return the tenant's security deposit.	All affordable apartments should be covered by the VAWA act. I do not believe that market apartments fall under the VAWA. If a resident needs to change their locks, the landlord should change the locks and provide a key to that resident at no charge. The only caveat is that legally, we have to provide a key to every household member over the age of 13. If the abuser is on the lease, this defeats the purpose of protecting the tenant being abused. No issues on abandonment but we would need that documentation for the files. The VAWA act has forms that the landlord could send to the resident to fill out and return.
Define fair reasons to non-renew or evict and limit non-renewals/evictions to those reasons.	You need to define fair reasons and then give the landlords an opportunity to review and add if any are left out. Our lease already had provisions as to lease violations.
Add a one-time right to pay and stay that lasts to the court judgment.	This would be great but it also needs to list out those resources that are available. Some resources are no longer available as they have run out of funds and were specifically for COVID related issues.
Prohibit the collection of attorney fees from tenants in eviction proceedings.	In the Chicago RLTO landlords are allowed to collect court costs but not legal fees. I am not

	in agreement with this. If a resident violates a lease provision, they are given 30 days notice to cure. If they fail to cure or violate the provision again, the landlord has the right to file the eviction. Landlord's should not be burdened with also paying court costs and not being able to collect those if they are the prevailing winner in the case.
Landlords would pay relocation costs to tenants forced to move due to sale of the property, rehab, or a major rent increase.	This provision is unacceptable. A resident has the right to determine whether they wish to renew their lease or move out in the case of a rent increase. Given a 120 day notice which is what we provide, would give them sufficient time to prepare for a move out. This would be a financial burden to any property regardless if they are a mom and pop operation or a large operation.
Build a City Mitigation Fund for landlords renting to vulnerable populations and/or affordable/supportive housing, to be reimbursed for damages to their unit or for unpaid rent that surpasses the security deposit value.	This provision is great.
Provide landlords with an option to use a compliant screening tool to make it easier to comply with the Fair Housing Ordinance and other ordinances.	Agreed.

**3/30/23 (via [housing@cityofevanston.org](mailto:housing@cityofevanston.org) email) Emily Levin - New Proposed Landlord Ordinance - Feedback - Oppose Allowing Landlords to keep Interest Earned on Renter's Deposits**

Good afternoon,

I am still reading through the summary but I wanted to immediately say I strongly oppose removing the requirement for landlords to pay interest on deposits. While it doesn't mean much to the tenant over time small amounts add up and provide significant income to landlords that renters cannot receive.

Evanston has a history of acknowledging the harm does to those who were not afforded the option to own land/property through reparations and it seems backwards to remove the requirement for renter's deposits to not be a source of income for landlords.

Additionally, the small burden on the landlord to have to either hire someone to calculate interest, or calculate interest themselves is the cost of doing business. If landlords are unwilling to do a small financial calculation they shouldn't be renting as the entire business of renting involves responsibly holding money and conducting financial calculations.

If it really is such a huge burden on landlords, I would prefer to see an initiative to help landlords calculate the interest they owe back to their tenants over allowing them to receive profits the form of interest from deposits. Deposits are explicitly not supposed to be a source of income for landlords & this is codified in Illinois law.

Thank you,

Emily Levin

**3/15/23 (via [housing@cityofevanston.org](mailto:housing@cityofevanston.org) email) Leelai Demoz - Suggestions for Residential Landlord Tenant Ordinance**

- Notice of lease non-renewal requires 30-day notice. 5-3-8-3. **The proposed 120 day notice for tenants who have lived in unit over 3 years is too long.**
- \$300 or one month's rent—whichever is greater; paid to tenants moving due to condo conversion. 5-4-4-3 **The proposal to pay relocation costs due to moving caused by rehab is too high for an owner occupied two flat. Suggest a smaller carve out for owner occupied rental unit.**

Thank you