

HCDC Public Comment Sign-up (Responses)

Stephen Kyrias	1122 brummel	<p>My name is Stephen Kyrias, and I have friends and family renting in Evanston. I urge you to support strengthening renter's rights. A stronger RLTO with a Just Cause provision will create more transparency, fairness, and resources for vulnerable renters. Housing is a human right, and renters deserve the right to know WHY they are not offered a lease renewal! Thank you.</p>
Peter B	613 Michigan Ave	<p>1. The updates, as proposed, could lead to acrimony between tenants and housing providers. You're basically going to create a cottage industry of lawyers who are the only group that will benefit in this.</p> <p>2. The city is encroaching into an owners rights to sell their property at a time of their choosing to a market based on market determined prices. How could the city justify the process of forcing the owners to adjust their sale process? There are ways to empower others, but how could you justify taking rights away from another group that worked hard and took risks and bought property? This initiative is too punitive to property owners. The buyer of the property took the risk in buying a property and now the city is trying to dictate when and to who the owner can sell their property.</p> <p>3. Think about the practical matter of actually purchasing a property - if tenants are able to purchase a property, how will they secure and finance the property? Will they jointly and severally sign the loan? There are so many pieces to this that have not been considered. Is one tenant's bad credit score sufficient enough to undermine other tenants ability to receive financing? Are you prepared to regulate the financing too?</p> <p>These are just the considerations that come to mind as I sit and type this. Many owners have very positive relationships in their property and tenants have been there for a long time. Don't create problems with tenants and housing providers/landlords.</p> <p>Opposed to the updates.</p>
Robert (Bob) Parris	2511 Princeton	<p>01/29/2023</p> <p>To: HCDC, Evanston</p> <p>After reviewing the Draft of the Proposed Amendments to the Evanston RLTO, it is clear that there are several unworkable, unwieldy, troublesome solutions in search of a problem. Having been a compassionate and caring housing provider in a family business for decades, I am very familiar with tenant struggles.</p> <p>Several of the proposed changes will have no real-world effect on improving tenant living situations or how a tenant manages their lease. In fact, many of the changes create additional barriers, deadlines, paperwork requirements which will add burdens to tenants and housing providers. The Evanston community, stakeholders, elected officials, and administrative staff have long expressed strong support for affordable housing. However, if several of the proposed changes are implemented it will raise costs for tenants and housing providers, which will make housing more expensive all around. And housing providers will become more selective with their qualification requirements due to the fear of being stuck with an unscrupulous tenant or someone likely to have financial challenges. Also, housing providers will be less likely to offer an applicant the benefit of a doubt. This will make it even harder for tenants to find suitable and affordable housing.</p> <p>A. Right of First Refusal - This will certainly increase the cost of selling and could diminish the property value. My past experiences with notifying tenants about the impending sale: some quit paying rent, others move-out suddenly. The loss of stability and income could harm the value of the building. Our local tenant base does not appear to be equipped to purchase a building. One of the reasons some people remain tenants is because they do not want the responsibility of ownership. To add this sort of burden on housing providers interferes with property rights. While waiting for a tenant to decide, a housing provider could lose a viable buyer. There are several other practical problems with this provision. This provision does not appear to take into account the normal, efficient practices, and actions regarding property sales. In fact, this sort of provision could inhibit mortgage financing and create additional barriers for housing providers, which would further restrict the amount of available units for reasonable prices. This whole provision should be scrapped.</p> <p>B. The removal of attorney's fees is unfair. There are real costs associated with getting rid of a non-paying or lease-breaking tenant. My experience with evicting tenants is almost always related to a lack of communication from the tenant or a tenant engaged in harmful practices that cause nuisance or hazards for other tenants. When a non-paying tenant communicates with us, we have often been able to avoid the eviction process altogether. However, the non-communicative tenant can be very expensive to evict. If a non-paying tenant is not responsible for the legal fees, the cost of evictions will lead to higher rents and more selective tenant screening, which will restrict more housing from some tenants who need it the most.</p> <p>C. The notice period for non-renewals has been well-addressed by others. The increase to 90 days is a one-size fits for a variety of situations, which with harm short-term renters, students, and remove flexibility for some tenants in transition. 45 days or 60 days is plenty and many housing providers will extend the time to move out, if requested. On the flip side, giving tenants the right to move with only 30 day notice is unfair, when compared to the proposed requirement for housing providers.</p> <p>D. The use of fair rental value is very subjective and is a gateway to rent-control-like provisions. This should be avoided completely. Limiting or defining a move-in fee is also subjective and suggests that government administrators can adequately and fairly determine a certain housing provider's cost of new -lease administration, commission, unit prep, etc. This is not fair.</p> <p>E. The use of the term 'unconscionable', appears to be subjective, even for a court. This could be abused by any person or person declaring in their own sense of what is unconscionable and use this language to influence courts additional powers to administer a business. Perhaps it would be better to stick to laws and ordinances.</p> <p>F. Some tenants and housing providers do not want to give or hold a security deposit. Many tenants find it more affordable and convenient to pay lease-fee that is much less than a security deposit. The issue of re-naming security deposits should be completely removed.</p> <p>G. If utility disclosures are required, then the HCDC should ensure that utility companies have an efficient way to request and deliver the information on demand and online. Right now, the only way to obtain the information is to call ComEd or Nicor and ask for an estimate of the average bill for the past 12 months, which the customer service person has to manually calculate. They do not provide the information in writing. Whereas, Peoples Gas in the city of Chicago will provide an estimate via mail delivery and real estate agents have access to an online portal to obtain the information from ComEd and Peoples Gas. Nicor does not appear to have this system.</p>
Rita Kashner	1727 Oak Avenue, Evanston	<p>As a resident of a senior housing apartment building, I have watched neighbors be refused renewal of their leases or threatened with refusal if they were to repeat sanctioned behavior. Unfortunately, sanctioned behavior has included such 'crimes' as making disparaging comments about building decor, and simply being present in the lobby when an altercation (having nothing to do with them) was taking place outdoors. When they have asked why they are being refused the opportunity to renew their leases, management has declined to respond. No answer is given.</p> <p>Residents, all seniors and some disabled, live in fear of displeasing the new landlords (Greystar Real Estate) and then having to find another place to live at their advanced ages. Moving is difficult and expensive; thus their fear.</p> <p>I ask that the Just Cause rental lease provision be incorporated into Evanston's Landlord-Renter agreements.</p> <p>Thank you, Rita Kashner</p>
Nichole	2344 Crabapple Ct, Aurora	<p>My name is Nichole Boznos and I have friends and family renting in Evanston. I urge you to support strengthening renter's rights. A stronger RLTO with a Just Cause provision will create more transparency, fairness, and resources for vulnerable renters. Housing is a human right, and renters deserve the right to know WHY they are not offered a lease renewal! Thank you.</p>