



Ana Elizarraga <aelizarraga@cityofevanston.org>

## Fwd: sharing our response to the assistant city attorney

**Elizabeth Williams** <ewilliams@cityofevanston.org>  
 To: Ana Elizarraga <aelizarraga@cityofevanston.org>  
 Cc: Sarah Flax <sflax@cityofevanston.org>

Tue, Apr 16, 2024 at 2:45 PM

Hi Ana,

I am unsure if you've sent the public comment for tonight's HCDC meeting but wanted to provide the email below from Open Communities which includes a link to an article they authored. Apologies for duplication if you've already received it.

Thank you,

### Liz Williams

Planning Manager/

Interim Housing & Grants Manager

Community Development Department

City of Evanston

Pronouns: (She, Her, Hers)

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----- Forwarded message -----

From: **Dominic Voz** <dominic@open-communities.org>

Date: Tue, Apr 16, 2024 at 2:08 PM

Subject: sharing our response to the assistant city attorney

To: [bburns@cityofevanston.org](mailto:bburns@cityofevanston.org) <bburns@cityofevanston.org>, [dreid@cityofevanston.org](mailto:dreid@cityofevanston.org) <dreid@cityofevanston.org>,

Juan Geracaris <jgeracaris@cityofevanston.org>, Eleanor Revelle <erevelle@cityofevanston.org>

Cc: Sarah Flax <sflax@cityofevanston.org>, Elizabeth Williams <ewilliams@cityofevanston.org>

Hello all,

Please see Open Communities' response to the just cause memo in the HCDC packet for tonight's meeting. Please let us know if you have any questions. If you feel compelled, please share with the other committee members.

<https://evanstonroundtable.com/2024/04/16/letter-to-the-editor-open-communities-responds-to-city-memo-on-just-cause/>

Thank you,



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# Letter to the editor: Open Communities responds to city memo on Just Cause

April 16th, 2024

At long last, Evanston’s Housing and Community Development Committee will return to discussing proposed amendments to the city’s Residential Landlord Tenant Ordinance on Tuesday, April 16.

We urge the committee to promptly pass the 13 proposed updates. These include limiting late fees, providing a one-time right to pay and stay and increasing the required notice of non-renewal period from 30 to 90 days. These changes will provide tenants with greater transparency, stability and fairness. The proposals will also bring greater regional cohesion with the larger Cook County Residential Tenant Landlord Ordinance.

One of the reasons for delay given by staff and committee members over the past several months has been that a legal analysis by the city’s law department was needed to resolve supposedly thorny questions about “Just Cause,” a provision that would require landlords to provide a good reason for non-renewing or evicting a tenant. The packet for Tuesday’s meeting includes such an analysis (p. 49) by Kathryn Penrose Loan, the assistant city attorney. We respond to her five main points below.

## 1. *“Just Cause Provisions Do Not Address Evictions”*

In this section, Ms. Loan identifies the longstanding word quibbling around the term “just cause *eviction*.”

The point is linguistic rather than substantive; Open Communities and other advocates have been clear that the majority of contexts where the law would apply are lease non-renewals. However, the Eviction Act permits *eviction* for “holding over” – meaning that a landlord can end the relationship because the agreement, whether month-to-month or year-to-year, has ended (regardless of fault). This means that *eviction* is also technically relevant to the law.

## 2. *“Just Cause” Non-Renewal and Rent Control*

It is certainly true that Just Cause is *best paired* with rent control. It is odd, however, that Ms. Loan does not recognize the dozens of localities across the country that have Just Cause and no rent control; cities like Seattle and Philadelphia, and even whole states like New Jersey, New Hampshire and Washington, have some version of Just Cause and no rent control. Tenants still benefit.

As Ms. Loan states, without price ceilings, a landlord may get around Just Cause by raising the rent to out-of-reach levels. She goes on to say that “the proposed Just Cause provision provides that landlords will be responsible for paying a ‘Relocation Fee’ if the tenant does not agree to any proposed rent increase and decides to move out.”

This latter statement is inaccurate. The proposal that was presented to the Just Cause Task Force set a rent increase threshold of 15%, above which a tenant may choose to take relocation assistance and move. The provision does not tell housing providers what they can charge for *rent* but lays out the conditions for which landlords would have costs associated with the non-renewal of a lease when the tenant has done nothing wrong.

We believe such a threshold would survive a legal challenge. If perceived ambiguity makes committee members skiddish, then the baby should not be thrown out with the bathwater. The committee could discuss alternatives, such as including a clause that prohibits the landlord from offering terms as a pretext to constructively evict the tenant, or the rent increase threshold could simply be raised. We believe a percentage threshold would survive a challenge.

### 3. *Just Cause and the Freedom to Contract and*

### 4. *Just Cause and Takings Clause/Due Process*

The third and fourth points made by the assistant city attorney – that Just Cause may violate the “public policy” of “freedom to contract,” and that it may constitute “taking without compensation” under the U.S. Constitution – are rather fringe arguments. The arguments are not limited to Illinois state law and therefore would call into question Just Cause laws all around the country. In addition, well over a million residents live in federally subsidized housing across the nation, all subject to good cause requirements. Does the attorney suggest that all of these regulations are in violation with freedom to contract and takings clauses? We ask for any evidence that a Just Cause provision has been struck down on the basis of either claim.

### 5. *Conclusion*

The committee should continue to discuss Just Cause as a viable way to make our communities fairer; to jettison the proposal due to one legal opinion, without doing due diligence to explore other arguments, would

be irresponsible. Our policymaking should also not be a zero-sum game where a proposal is viewed as either taken in whole or not at all. Compromises, such as an owner-occupied landlord exemption or altered relocation assistance terms, can be explored. But total dismissal would be wrong and undemocratic.

Being uprooted from one's home happens at significant cost to the individual and the community. Recent commitments by the City of Evanston validate the call to supply resources to tenants being displaced without fault; the city has rightly agreed to supply relocation expenses and other supports to residents who have been told to vacate their apartments on Wesley Avenue. The Chicago Housing Authority announced a program to support voucher holders who have to move due to unsafe building conditions in 2023.

Open Communities also learned that some area landlords threatened to sue the city last year, should Just Cause pass. We encourage the City of Evanston to not cower to landlord threats and to examine the issue with rigor, empathy and common sense. Today's rental housing market is unlike any we have seen in decades. We have a responsibility to promote housing stability wherever possible – the alternative may well be homelessness.

Cheryl Lawrence, JD, Open Communities CEO

Dominic Voz, Open Communities director of fair housing

# HCDC Public Comment: Just Cause

Timestamp	Name	Address of residence	Meeting date	How would you like to make your public comment?	Agenda Item (or comment on item not on the agenda)	Position on Agenda Item	If you are providing a written comment, please leave here:
3/19/2024 12:56	Mark Karlin	442 Elmwood Ave.	3/19/2024	Written (see below)	Just Cause Ordinance	In favor	<p>If you are providing a written comment, please leave here:</p> <p>Although it is not on your agenda for tonight's Commission meeting, I want to go on record urging you to consider a Just Cause Ordinance as part of an updated RLTO. As Evanston's rents continue to soar, the vibrancy and diversity of our community is threatened. One way of contributing to ensuring rental equity in our city is to legally guarantee the rights of renters who are being squeezed out of the marketplace unjustifiably.</p> <p>A Just Cause Ordinance would be of only minor inconvenience to landlords, and hardly a threat to their making a profit, while giving tenants a fair and reasonable recourse when they do not receive basic housing protections. Such an ordinance would provide renters with tools to prevent the harm caused by predatory evictions and non-renewal of leases. It would also help stabilize our Evanston communities, at a time the city is experiencing a widening gap in income disparity.</p> <p>A Just Cause Ordinance would prevent our most economically vulnerable citizens from being forced to leave our communities.</p> <p>I urge you to consider such an ordinance in the near future.</p>
3/19/2024 17:11	Jessica Trujillo	807 Dobson St	3/19/2024	Written (see below)	RLTO--Just Cause	In favor	<p>I have followed the Housing &amp; Community Development meetings over 6 months now with the Evanston RLTO on the agenda. The proposed changes to the RLTO I am an Evanston renter, a single parent with 4 children, and I have lived and worked in Evanston for over 10 years now. I have been losing sleep again as my year After 7 years at the same residence, my last property management did not extend a lease renewal to me, despite my request and various offers to higher monthly Moving was traumatic, exhausting, and heart wrenching. I listened to my children cry many days about their sadness in losing their home. We have since found place I see Just Cause is yet again left on the meeting agenda for tonight's monthly meeting. I know there is at least another month in waiting and another month closer I want to know if my children and I will have our home come the end of July or whether I should take the hours of lost sleep to be looking at potential properties close Please, we must bring the RLTO back to the table. We must take seriously the issues proposed to protect tenants in Evanston. We are not drug dealers, low lives Thank you, Jessica Trujillo</p>
3/19/2024 18:28	Jessica Trujillo	807 Dobson St	3/19/2024	In person			

# HCDC Public Comment: Just Cause

Timestamp	Name	Address of residence	Meeting	How would you	Agenda Item (or	Position on Agenda	If you are providing a written comment, please leave here:
4/12/2024 16	Kent Swanson	1110 Forest Avenue	4/16/2024	Written (see below)	Just Cause Eviction	Opposed	<p>If you are providing a written comment, please leave here:</p> <p>Just cause eviction requirements inhibit owners and managers from effectively managing their properties and put good residents at-risk by limiting the ability of housing providers to remove problem residents.</p> <p>Such requirements impede a property manager's ability to quickly respond to concerns from resident, community groups and surrounding neighbors i.e. noise, criminal activity and threatening behavior by residents or their guests at apartment communities.</p> <p>When issues arise, community residents are subjected to living on the property without relief while the investigative and judicial process to convict an individual of a crime takes time. The outcome is good residents move out.</p> <p>I strongly urge you to permanently eliminate this ill considered change to the RLTO.</p> <p>Thank you.</p>
4/15/2024 9:	Nate		4/16/2024	Written (see below)	Just cause and right of refusal	Opposed	This will make buildings unsafe due to the inability to remove dangerous tenants.
4/15/2024 9:	Brian Mond	3015 w school st	4/16/2024	Written (see below)	Just cause	Opposed	
4/15/2024 10	Kurt Mitenbuler	713 South Blvd.	4/16/2024	In person			
4/15/2024 10	Jeff Michael	1946 W. Lawrence Avenue, Chicago, IL	4/16/2024	Written (see below)	Just-Cause Requirements	Opposed	I would urge the City Council to reject Just-Cause requirements. These requirements only serve to increase housing costs to good hard-working residents as Landlords are forced to ultimately increase rents in order to subsidize the cost, expense and loss of rent resulting from the obstacles and inability to lawfully remove tenants from buildings that refuse to comply with lease terms. The increase in regulations upon well intentioned Landlords that only want to provide good, clean and safe housing stock in Evanston will serve to discourage investment and improvement in Evanston. Evanston is already widely known in the development circles as anti-development and anti-progress and this measure will only serve to reinforce that notion.
4/15/2024 10	Aron Bornstein	3650 N CLAREMONT AVE	4/16/2024	In person			
4/15/2024 11	Thomas Gibbons	3902 N Sheridan Rd, Chicago IL 60613	4/16/2024	Written (see below)	Just Cause and Right of First Refusal agenda	Opposed	I Oppose the "Just Cause and Right of First Refusal agenda". These items are bad for business and will not help anyone. Please oppose this.
4/15/2024 12	tina wallace	4027 N Kildare	4/16/0024	Written (see below)	Just Cause and Right of First Refusal	Opposed	This will reward bad tenants, forcing out my good tenants and make apartment builds harder to sell
4/15/2024 12	Mark Kariin	442 Elmwood Ave.	4/16/2024	In person			
4/15/2024 13	Ross Landman	8 Orchard Lane Golf I 60029	4/16/2024	Written (see below)	Just Cause and Right of First Refusal	Opposed	<p>The Just Cause Ordinance will protect those tenants that are typically disturbing the responsible tenants that want the quiet enjoyment of their apartment. Any expenses that the landlord has to spend to resolve these situations are just another building expense, and like any other expense..... this leads to higher rents for the responsible tenants.</p> <p>Tenants' Right of First Refusal is just another reason for people and businesses to not invest in Evanston rental housing the future. Evanston needs more rental housing in the future, not less, which these types of ordinances lead to.</p>
4/15/2024 13	Bryan Cagan		4/16/2024	Written (see below)	Changes To RLTO	Opposed	<p>I can appreciate the Committee's efforts in reviewing the RLTO as updates are required from time to time and want to provide a strong community and housing stock in the City of Evanston. We understand many of the changes but wanted to provide some feedback on some of them. If a tenant can collect legal fees in cases when the landlord is in default, why shouldn't the landlord be able to collect legal fees when the tenant fails to pay rent? Based upon our experience in the market we feel that limiting the required response from a tenant to 30-days will impact the supply and function of the market as many tenants begin looking for new apartments 60 to 90 days in advance and if a landlord does not know his/her availability new tenants will have limited options as landlords will not know what apartments are available. We feel 60 days is reasonable. As it relates to the organization of tenants in a union or similar organization we are concerned by the inclusion of common spaces or require additional definition of common spaces as these spaces may not be designed for gathering like a vestibule or laundry room.</p> <p>While not up for a vote we were not certain how the tenant right to purchase would practically function as unfortunately many of the time increases in rent are a function of increases in cost and the purchase price so assumingly the tenants would still be bearing the same costs? Uncertain a tenant(s) would operate differently than a traditional market buyer so still may run into the same concerns? What if all the tenants do not wish to participate?</p> <p>Again while not up for discussion we do not support the reason for non-renewal as a landlord should be able to provide a non-renewal as long as it does not violate Fair Housing or other applicable laws. If the tenant feels they have been discriminated against they have resources available to file a complaint.</p> <p>Thank you, we appreciate your commitment and time to these matters.</p>
4/15/2024 13	Nicholas Katsafados	2819 N. Kedzie Ave Chicago IL 60618	4/17/2024	Written (see below)	Just Cause	Opposed	These policies ultimately make housing more expensive.

# HCDC Public Comment: Just Cause

Timestamp	Name	Address of residence	Meeting	How would you	Agenda Item (or	Position on Agenda	If you are providing a written comment, please leave here:
4/15/2024 13	Jerry Ettinger	144 Tudor Place, Kenilworth, IL 60043	4/16/2024	Written (see below)	Just Cause, Right of First Refusal	Opposed	<p>Just Cause Bad tenants can create problems for good tenants in a building. The Just Cause provision makes it more difficult for Owners to remove bad tenants and therefore serves to mainly protect them from leaving the building, which negatively impacts good tenants. It also causes Owners to spend additional time and expense on something that may also impact the other tenants and should be unnecessary. Most, if not all, owners choose to renew the leases of their good tenants.</p> <p>Right of First Refusal/ Tenant Right to Purchase Property Owners invest a substantial amount of time and money when they choose to purchase and operate rental buildings. They make a much greater commitment and investment than someone who simply leases an apartment. Giving a tenant the Right of First Refusal obstructs a Property Owners ability to freely sell the building if and when they choose to do so. Some buyers may not be interested in making an offer if they know the tenant has the right of first refusal. Just because someone is leasing an apartment should not give them the right to purchase the building, after the Owner has spent a great deal of time and money marketing it.</p>
4/15/2024 15	Laurie Merel	8036 Kenneth, Skokie	4/16/2024	Written (see below)	Just cause eviction & tenant's right of first refusal	Opposed	I am an owner/manager of 3 buildings with 75 total units in Evanston
4/15/2024 15	Stephen Gibbons			Written (see below)		Opposed	
4/15/2024 17	Brian G. Becharas	619 Oakton St. Evanston, IL 60202	4/16/2024	Written (see below)	Just Cause and Right of First Refusal items	Opposed	<p>As a small (3 unit) Evanston rental property owner with 36 years of Evanston rental experience... Much of all of this is troubling to me. My three rental units are immediately next-door to my home, every tenant and prospective tenant is treated with courtesy and respect. One unit is Section 8, they are all are pet friendly and rented to long term tenants. All of this talk of additional regulation, rent control (that should, by the way work both ways - with Property Tax Control tool) relocation payments, harshly regulations like "just cause" seem to me, Draconian solutions looking for a problem. I have never had to cross these rivers and now the City of Evanston is forcing me to wade into them! Even with the recent dramatically higher cost of Insurance, Maintenance and Property Taxes, I strive to keep the annual increases in the 3 - 4% range... With these kinds of regulations, I foresee much higher costs for all involved. Evanston is a community striving to be "affordable"... These regulations work counter to these goals! Respectfully submitted, Brian G. Becharas</p>
4/15/2024 17	Mark Karlin	442 Elmwood Ave.	4/16/2024	In person			
4/15/2024 19	Bev Paul	1727 Oak Avenue	4/15/2024	In person			
4/15/2024 20	William Cartee	2014 Wesley Ave Evanston Il 60201	4/16/2024	In person			
4/15/2024 21	Eric Paset	1402 Oak	4/16/2024	In person			
4/16/2024 9:4	Sonia Cohen	2707 Prairie Ave	4/16/2024	In person			

## HCDC Public Comment: Just Cause

Timestamp	Name	Address of residence	Meeting	How would you	Agenda Item (or	Position on Agenda	If you are providing a written comment, please leave here:
							<p>April 16, 2024</p> <p>City of Evanston Housing &amp; Community Development Committee 2100 Ridge Avenue Evanston, Illinois 60201</p> <p>Housing &amp; Community Development Committee Members:</p> <p>On behalf of the Chicagoland Apartment Association (CAA), I am writing to urge you to continue to reject any future amendment to the Evanston Residential Landlord and Tenant Ordinance that would enact a Just Cause Eviction policy. I understand that Just Cause is only a discussion item at this time, however we remain opposed to this damaging policy. CAA represents the owners and managers of nearly 280,000 residential rental apartments in over 1900 apartment communities throughout the Chicagoland region, including over 2500 units in the City of Evanston.</p> <p>Despite proponents' assertions that just cause eviction measures benefit residents, we believe, and experience has demonstrated, the opposite to be true. Just cause eviction restrictions hurt residents by limiting property owners' ability to respond to resident concerns and remove disruptive and threatening residents. Such policies harm rental communities and disincentivize investment in rental housing. This committee has already seen how devastating the lack of incentive or inability to invest in rental property can be for tenants.</p> <p>In addition to the significant legal issues raised by the legal department, just cause policies destabilize apartment communities by preventing owner-operators from effectively managing their properties. For example, just cause policies essentially eliminate a property owner or operator's right to serve a nonrenewal notice on a resident at the end of a lease term, granting residents an indefinite lease. Meeting the legal standard required to prove a resident is disruptive requires detailed record keeping on the part of the owner and corroborating testimony of affected residents against neighbors. This can be difficult to obtain as residents may fear retaliation from the individuals in question. The unfortunate outcome is that good residents move out.</p> <p>Apartment owners and operators are in the business of providing quality housing to members of the community. They value long-term residents who remain in their home year after year and avoid filing evictions whenever possible due to the expensive process of managing resident turnover and other associated costs. Ironically, just cause eviction policies can result in increased eviction filings as owners no longer have the option of non-renewal and feel compelled to use the legal process to end a lease term.</p> <p>CAA opposes the adoption of just cause eviction policies because such requirements adversely shift the balance in the landlord and tenant relationship to the detriment of residents and the community. We urge you to continue to reject just cause policies and embrace measures that will attract, and not discourage, more investment in rental apartments.</p> <p>Sincerely,</p> <p>Jon Kozlowski Direct of Government Affairs Chicagoland Apartment Association</p>
4/16/2024 12	Jon Kozlowski	500 West Madison Street, Chicago, IL, USA	4/16/2024	Written (see below)	Discussion item: Just Cause	Opposed	
4/16/2024 12	Mike Potter	465 N Park	4/16/2024	Written (see below)	Residential Landlord and Tenant Ordinance (RLTO)	Opposed	<p>These recommendations will significantly harm residential investment and new supply in Evanston. This market is already very challenged due to real estate tax issues and unpredictability. The modifications for RLTO are very concerning. In many instances will encourage more bad actors than it will protect vulnerable tenants, for example "Remove the tenant's responsibility to pay attorney fees in eviction proceedings" will surely result in bad behavior which not only harms landlords but also places bad actors in buildings with honest rent payers. The courts and eviction process were severely abused during COVID and there are more "opportunistic" individuals aware of potential to exploit the system</p>
4/16/2024 13	Peter OBrien	1027 Sheridan	4/16/2024	Written (see below)	Just Cause Non-Renewal and tenant first right to purchase	Opposed	<p>Both of these provisions will hurt the Evanston rental housing market. The tenant right to purchase will certainly result in more situations like the condemnation of the property on Wesley.</p>
4/16/2024 14	Sarah Petersen	2401 Hastings Ave, Evanston, IL 60201	4/16/2024	Written (see below)	Just Cause	In favor	<p>I own a home, live, work, and send my children to school in Evanston. I support all the updates to the RLTO and in particular support Just Cause as an important protection for tenants in Evanston.</p>

HCDC Public Comment: Just Cause

Timestamp	Name	Address of residence	Meeting	How would you	Agenda Item (or	Position on Agenda	If you are providing a written comment, please leave here:
4/16/2024 15	Alan J Goldberg	606 Mulford st	4/16/2024	Written (see below)	RLTO and Just Cause	Opposed	<p>I have owned residential rental real estate in Evanston for 47 years and have serious concerns about the proposed changes to the Evanston RLTO.</p> <p>A) I agree with the legal concerns addressed by the city attorney regarding Just Cause and encourage this committee to vote against keeping including this proposal in the RLTO.</p> <p>B) Regarding the 13 changes to the RLTO, some are good changes and some are not. I will address the the issues that I oppose or have questions that need clarification.</p> <p>#2) Prohibit Renaming to evade regulation of Security Deposits. Why does this refer to? This is not clear. A Security Deposit is a Security Deposit. A Pet Deposit is a Pet Deposit. A Move-In Fee is a Move-In Fee and not a Security Deposit. I have no idea what this provision is protecting against and is too vague to become a law.</p> <p>#3) Documenting actual costs of Application Fees, Admin Costs, Move-In Fees could become burdensome and costly for tenants..... at a modest rate of \$50/hour, I would end up charging tenants much more than I now charge for application fees and supervising a move-in.</p> <p>#7) Will the city provide a standard information brochure or will any info sheet gleaned from the internet be adequate?</p> <p>#6) Disclosing Utility Costs: I have no idea how much my tenants pay to ComEd and Nicor for utilities.... and if a unit is vacant, the cost I pay does not reflect what will be in use. If the utility companies provide information and it is below what a new tenant pays, who is responsible for the innacurate information? Please clarify.</p> <p>#8) 10 Day Period to cure. does this go both ways? 10 days for tenants as well as Housing Providers?</p> <p>10) Increase the non-renewal of lease period from 30 days to 90 days. I feel that 60 days is a reasonable period for Notice to non-renew. 30 days notice for a tenant is OK.</p> <p>#11) Attorneys Fees. This is a deterrent to frivolous lawsuits, tho it is rare that a Housing Provider ever collects back rent or attorneys fees.</p> <p>#12) What does this mean? Is that adding a class to the discrimination classes or is it something else?</p>
4/16/2024 15	MARY DESLOOVER	2118 EWING	4/16/2024	Written (see below)	"JUST CAUSE"	Opposed	<p>THE ISSUE OF "JUST CAUSE" IS COMPLICATED, AND UNFORTUNATELY TO DATE THE INFORMATION THAT WAS CITED OFTEN WAS NOT WELL RESEARCHED AND EMOTIONALLY BASED. THE ILL-CONCEIVED NOTION THAT A LANDLORD WILL NOT RENEW THE LEASE OF A TENANT FOR NO GOOD REASON IS ABSURD. THE COST TO A LANDLORD OF HAVING TO RELET AN APARTMENT IS QUITE HIGH, AND IT SHOWS A LACK OF KNOWLEDGE AND UNDERSTANDING TO ASSUME THAT A LANDLORD WHO IS PAYING MORTGAGES, HIGH TAXES, HIGH WATER BILLS, HIGH MAINTENANCE COSTS, ETC. WOULD CHOOSE NOT TO CONTINUE A LEASE OF A GOOD TENANT IS WITHOUT MERIT. THE ENACTMENT OF "JUST CAUSE" WOULD OFTEN RESULT IN MAKING IT MORE ONEROUS FOR LANDLORDS TO REMAIN IN EVANSTON AND DISCOURAGE THEM FROM INVESTING IN EVANSTON. THIS IS PARTICULARLY TRUE FOR SMALL LANDLORDS.</p>