



## Lawyers' Committee for Better Housing

### Chicago Just Cause/Good Cause for Eviction

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\* **Introduction:** There are 627,000 rental units in the City, over 60% of all occupied dwellings. It is estimated that at least 25% of the 25-30,000 annual evictions are without good cause. If “housing is a human right,” then it begins with “security of tenure,” which promotes long-term neighborhood stability.

\* **Basic Principle:** Renters may only be evicted for good cause/just cause, as exclusively enumerated. Some form of “Just Cause” or “Good Cause” is the law in seven states and fifteen cities, including Berkeley, Los Angeles, New Hampshire, New Jersey, Oakland, San Francisco, Seattle, and Washington, D.C. Plus, Chicago landlords and the court are no strangers to using “Good Cause” on a daily basis as it is and has been the law of eviction for decades in conventional public housing, tax-credit projects, certain project-based subsidy programs, and the first year of a housing choice voucher.

\* **What Constitutes** “Just Cause” or “Good Cause”: 8 Categories (4 traditional renter-fault, 4 landlord causes independent of the renter):

#### ***A. Four Categories Regarding Renter-Fault:***

1. Non-payment of rent, with a right to cure before an eviction order is entered by the court. Historically, Illinois renters have a right to pay-up within 5 days of receiving notice before the landlord can file an eviction case. Under the draft, this is still true, but extends the renter’s cure period up to the point of the judge issuing an eviction order. This mirrors New York City.

2. Repeated non-payment of rent (taken from the history of federal subsidized housing law and leases), 4 times in a 12 month period.

3. Material non-compliance without the renter curing the breach: (a) materially disturbing other renters in the building; (b) damaging the property; (c) using the unit for certain criminal activity; and (d) repeatedly denying the landlord access to the unit. Mirrors existing law and the Chicago Residential Landlords and Tenants Ordinance (RLTO) in effect since 1986.

4. Renter rejects the landlord’s offer to renew a one-year lease, under substantially similar terms.

#### ***B. Four Categories Regarding Landlord Motive Independent of Renter Fault:***

5. Landlord or “qualified relative” to occupy unit, upon 120 days’ notice and payment of relocation assistance. Optional replacement unit. Disabled renters and those suffering from a life-threatening illness are exempt.

6. Condominium conversion, with notice (180 days), as per condo conversion law, and relocation assistance in an amount greater than condo conversion law.



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7. Landlord desires to make substantial repairs (90 day notice and optional replacement unit) or repairs are mandated by order of court or directive of the City, and repairs cannot, in either event, be done while unit is occupied. Relocation assistance. Prior draft included “renter’s right to return,” which proved too cumbersome and limited in its application.

8. Demolition or removal of unit from the market, upon 90 day notice and payment of relocation assistance.

### **\* Other Important Provisions:**

a. Right to cure non-payment of rent up to time eviction order issues from the court. Mirrors NYC. Departure from tradition where cure only possible within 5 days of receiving notice.

b. Remedies for violation include injunctive relief, actual damages, statutory damages, and attorney’s fees.

c. No “public remedy” thus far (i.e., city fines or penalties), unlike the KCRO and RLTO.

d. Relocation assistance to the renter for the four landlord-motivated categories (no fault on part of the renter) at \$10,600 per unit. Mirrors the KCRO. We know of only one jurisdiction with a higher amount (San Francisco: \$6,281 per renter; \$18,843 per unit; \$4,188 senior add-on). Many jurisdictions have a multiple of one-month’s rent (e.g., 3 times monthly rent).

e. Special notice periods for rent increases over a rolling 12 month period: (1) 30 days to increase less than 5%; (2) 60 days to increase 5% to 9%; (3) 90 days to increase 10% to 14%; and (4) 120 days for increases 15% and above. Increases of 20% or greater in a 12 month period are declared against public policy: renter may reject, vacate, and receive relocation assistance.

### **\* Other Laws that May Need Amendment:**

a. Eliminating no-fault terminations on 30 day notice necessitates a change to the RLTO §5-12-130(j).

b. Relocation assistance in condo conversion law, which is presently \$2500.