



Council Bill 21-0031 – Landlord-Tenant – Lease Renewal

Public Hearing before the Baltimore City Council Economic and Community Development Committee

April 27, 2021

Position: Support with Amendments

Baltimore Renters United is a coalition of renters, organizers, and advocates working together to make renting safer and more secure for all individuals and families in Baltimore City. Our undersigned coalition members support CB 21-0031 as a measure to build security of tenure in rental housing. By providing renters an annual offer of lease renewal, except where landlords have good cause to decline, CB 21-0031 allows City renters to earn the additional time in their housing. Essentially, under this bill, “good” renters will earn equity in their housing. That equity takes the form of tenure, that is, longevity in a safe, affordable rental unit.

CB 21-0031 is more critical than ever in the wake of COVID-19 to ensure that landlords do not exploit a loophole in current eviction protections around lease non-renewals. According to the [National Equity Atlas Rent Debt Dashboard](#), 24,958 renter households in Baltimore City are facing eviction with a total rent debt of \$83,380,000. To evade current protections provided by the Governor and CDC in failure to pay rent evictions during COVID-19, landlords are increasingly non-renewing leases and proceeding with “tenant holding over” evictions. The state of Maryland saw an 86% increase in non-renewal evictions in the last few months of 2020 compared to 2019.

To close this non-renewal loophole, CB 21-0031 should be amended to include a paragraph in Section 8-C(2)(b) to this effect: “Good cause does not include a tenant’s failure to pay or late payment of rent during a catastrophic health emergency declared by the Governor of Maryland, including the catastrophic health emergency declared by the Governor of Maryland on Maryland 5, 2020.” With this amendment, CB 21-0031 will help address in part the loophole in current eviction protections and require landlords to offer to renew leases during the COVID-19 emergency. This will provide adequate time for the over \$80 million in federal rental assistance that will likely be allocated to Baltimore City to be distributed to tenants and landlords to mitigate the looming eviction crisis.

Even beyond the current emergency, CB 21-0031 supports an equitable rental housing market. “Ms. R” is a telling example of how CB 21-0031 would impact City renters individually. She was a 62-year-old living in Council District 14 in a multi-family building for seniors. She needed legal help after she had become upset with the property management, whose maintenance staff entered her unit while she was changing her clothes. Ms. R made her complaints known and, in response, the property manager told her that he would not be renewing her lease because she “didn’t fit in” at the building anymore. In a written notice, the landlord stated: **“As I said when we spoke at approximately 12:30 this afternoon, I am not renewing your lease.”** Arbitrary

non-renewal is no way to treat the elders in our communities. Fortunately for Ms. R, her attorney recognized that the building was HUD-subsidized. HUD leases require the landlord to offer renewal of the lease, unless there is a good cause not to. Only because of this lease provision, Ms. R remained in her home. CB 21-0031 would provide this same protection and assurance for all Baltimore City renters.

While the benefit of tenure provided by CB 21-0031 is straightforward for individual renter households, the macro-level impact should not be underestimated: renters make up more than half of all households in the City. When a household has tenure, myriad positive impacts can arise, fostering family and community life, educational attainment, political engagement, and economic development. In the absence of such longevity, whereby renters are perpetually subject to uncertainty and upheaval in their housing, many City neighborhoods are on a treadmill of losing residents, searching for social cohesion, and fighting to maintain intangible assets such as localized culture, shared memory, and shared aspirations. Neighborhoods are made by neighbors. Renters are those neighbors.

CB 21-0031 recognizes that, when renters are stably housed, they are better able to contribute to the workforce and the economy. Notably, under the bill, landlords may offer a lease renewal with a reasonable increase in rent, and they may freely choose to remove the property from the market. Additionally, the bill allows landlords to decline to offer a lease renewal to tenants who have failed to cure a substantial breach of the lease.

CB 21-0031 is similar to but ultimately is *not* a “just cause eviction” bill. This bill is limited to instructing landlords to offer lease renewals in most circumstances and to decline to offer a renewal if there is good cause to do so. This bill does not set forth requirements as to notices to terminate a tenancy or as to court procedures for termination of a tenancy. “Just Cause Eviction” laws typically set forth those parameters for the termination process. More than two decades ago, New Jersey enacted a just cause eviction law. In California, jurisdictions such as Oakland, San Francisco, and San Jose have passed similar laws. Washington, D.C., New York, Chicago, and Seattle also have just cause eviction ordinances. These measures require, in part or in combination, that the landlord issue a notice of lease termination stating a “just” or “good” basis for the termination, plead that basis in the lawsuit brought to eject the tenant from the property, and demonstrate that basis in the trial proceedings. CB 21-0031 does not go to such lengths, namely because ejectment procedures are governed by the Real Property article of the state code.

CB 21-0031 is not preempted by state law. Current state laws instruct how landlords, upon expiration of the lease term, may then remove a tenant under a notice and hearing procedure (Md. Code Ann., Real Prop. art. § 8-402; Public Local Laws of Baltimore City §§ 9-11 through 9-14). By contrast, these statutes are silent on the question of when or under which circumstances a landlord ought to offer a lease renewal. CB 21-0031 uniquely answers that question.

CB 21-0031 is a reasoned response to rampant threats of displacement and an epidemic of evictions. For low-wage earners living paycheck to paycheck, the onus to “pick up and leave” is often too great to bear. A forced move-out after lease non-renewal comes surrounded by

difficulties: The search for new housing in a constrained market, discriminatory credit and background checks, moving expenses, and the first month's rent on a new place. While **affordable, safe, habitable housing is a rare commodity at present, CB 21-0031 ensures that no person is arbitrarily displaced.**

Please issue a FAVORABLE COMMITTEE REPORT on Council Bill 21-0031. If you have any questions, please contact Zafar Shah, (410) 625-9409, shahz@publicjustice.org.

The following organizational members of Baltimore Renters United sign onto the foregoing testimony in support of CB 21-0031:

Architects of Justice

Beyond the Boundaries

Bolton House Residents Association

CASA

Chesapeake Physicians for Social Responsibility

Communities United

Disability Rights Maryland

Fair Housing Action Center

Greater Baltimore Democratic Socialists of America

Healthcare for the Homeless

Homeless Persons Representation Project

Jews United for Justice

Maryland Center on Economic Policy

Maryland Consumer Rights Coalition

Pro Bono Resource Center of Maryland

Public Justice Center

Right to Housing Alliance

SEIU 1199

United Workers