

## Resolution to Recommend Discussion of Right to Renew to City Council

Whereas, According to R-21-362, the Ann Arbor Renters Commission was created to “[p]ropose, evaluate, recommend, and respond to policies, practices, or laws that affect renters in the City, including, but not limited to: housing affordability, transportation access, land use, public health and safety, and economic development;” and,

Whereas, The Renters Commission should strive to represent “perspectives in the City, such as student, youth, low-income, LGBTQ, immigrant, persons with criminal records, persons receiving rental subsidies, cooperative or group housing, tenant advocacy groups, persons who have experienced homelessness, or historically underrepresented groups;” and,

Whereas, Evictions are currently rising<sup>1</sup> in the wake of the termination of the national eviction moratorium;<sup>2</sup> and,

Whereas, In the United States, 17% of LGBTQ+ people experience homelessness at some point in their lives. This is more than twice the rate found in the general populace. This number is significantly higher for transgender people;<sup>3</sup> and,

Whereas, According to a 2020 paper by Hepburn et al., which accessed millions of recorded court eviction cases between 2012 and 2016 in 39 states, “[b]lack renters received a disproportionate share of eviction filings and experienced the highest rates of eviction filing and eviction judgment;”<sup>4</sup> and,

Whereas, in the City of Ann Arbor, tenants are not guaranteed the opportunity to renew their current lease unless expressly stated in their leasing contract. The result of this is instability in the lives of many of our city’s tenants; and,

Whereas, A coalition of local organizations including the Graduate Employees’ Organization, The Lecturers’ Employee Organization, the House Officers Association of the University of Michigan, the Ann Arbor Tenants Union, the Washtenaw Housing Alliance, the Huron Valley Area Labor Federation AFL-CIO, and the Huron Valley Democratic Socialists of America has endorsed the adoption of the language found in the appendix (hereafter referred to as Right to Renew) as a city ordinance;<sup>5</sup> and,

Whereas, The purpose of Right to Renew is to prevent unjust evictions and to increase the stability of tenants’ lives by giving them the right to renew their current leases; and,

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<sup>1</sup> <https://www.npr.org/2022/05/04/1095559147/eviction-filings-are-up-sharply-as-pandemic-rental-aid-starts-to-run-out#:~:text=Emergency%20rental%20aid%20has%20helped,the%20%2446%20billion%20from%20Congress.>

<sup>2</sup> <https://www.nytimes.com/2021/08/26/us/eviction-moratorium-ends.html>

<sup>3</sup> <https://williamsinstitute.law.ucla.edu/publications/lgbt-homelessness-us/>

<sup>4</sup> [https://sociologicalscience.com/download/vol-7/december/SocSci\\_v7\\_649to662.pdf](https://sociologicalscience.com/download/vol-7/december/SocSci_v7_649to662.pdf)

<sup>5</sup> [https://docs.google.com/document/d/1ayMiT6grHa1QLbq1DLJCTaUlhg\\_uTYKLpH3rcWQkd6o/edit](https://docs.google.com/document/d/1ayMiT6grHa1QLbq1DLJCTaUlhg_uTYKLpH3rcWQkd6o/edit)

Whereas, As of July 26, 2022, the aforementioned coalition had collected 685 petition signatures in support of Right to Renew;<sup>5</sup>

RESOLVED, The Renters Commission recommends that City Council adopt Right to Renew in time to take effect before the start of Fall leases (beginning of September); and,

RESOLVED, the Renters Commission recommends that City Council amend the draft ordinance in the appendix as follows:

- a. Under "Relocation Assistance": The relocation assistance payment shall be equal to two months of each individual tenant's current rent and shall be paid directly to the tenant, or to the leaseholder on behalf of all affected tenants, at or before the date of lease termination or end of tenancy.
- b. Under "Remedies": Failure of the landlord to comply fully with this section makes him or her liable to the tenant for double the amount of the owed relocation payment.

RESOLVED, The Renters Commission requests that if members of City Council draft alternative language to what is proposed in this resolution, that they do so in consultation with the Renters Commission and community advocates of the Right to Renew language.

## **Appendix:**

### *Applicability.*

This article shall apply to all housing accommodations except premises otherwise subject to regulation of rents or evictions pursuant to state or federal law, to the extent that such state or federal law requires “good cause” for termination or non-renewal of such tenancies. This article shall not apply to fraternity houses, sorority houses, or student cooperative housing.

### *Renewal of Lease*

If a landlord does not make a good-faith offer to renew a written lease for each tenant at least 180 days before the end of the current lease period, the landlord shall pay relocation assistance as set forth below, unless the landlord has “good cause” to not offer renewal.

### *Relocation Assistance*

The Relocation Assistance payment should be equal to two month’s rent calculated using average rental rates and adjusted for number of bedrooms on the lease:

Based on available data, the payments for 2022 are as follows:

Studio: \$2,198

1 Bedroom: \$2,388

2 Bedrooms: \$3,630

3 Bedrooms: \$5,300

4+ Bedrooms: \$7,000

The payments shall be adjusted annually for inflation, on January 1 of each year commencing 2023, using the national Consumer Price Index as a standard.

### *Good Cause*

A landlord is exempted from paying relocation assistance in any of the following circumstances:

A. The tenant has not indicated unequivocal acceptance of the offer of renewal within 30 days.

B. The landlord can demonstrate a justification for not offering renewal that would permit a termination of tenancy under the Summary Proceedings Act, MCL 600.5714,.

C. The owner seeks possession so that the owner or a member of the owner's immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building. "Immediate family" includes the owner's domestic partner or spouse, parents, grandparents, children, siblings, as well as the siblings of the owner's domestic partner or spouse.

D. The owner will not be seeking to rent the premises for the succeeding term.

### *Remedies*

A violation of this section constitutes a civil infraction punishable by a fine of not less than \$500.00 for the first offense, not less than \$500.00 and up to \$1,000.00 for each additional or subsequent offense.

A court may issue any judgment, writ, or order necessary to enforce this section.

To the extent allowed by law, a tenant who has been aggrieved by a violation of the section may bring a civil action for damages, plus costs and reasonable attorney fees, against the landlord. Private actions and remedies under this section shall be in addition to any actions for violations which the city may take.