“Just cause” eviction policies

Overview

In many places, landlords are not required to provide any reason for an eviction of tenants without leases or at the end of a tenant’s lease term.

Tenants in these circumstances can be evicted for any reason or no reason at all. “Just cause” (or “good cause”) eviction policies promote residential stability by limiting the grounds upon which a landlord may evict a tenant; typically, allowable grounds for eviction include nonpayment of rent, intentional damage to the unit, or other material noncompliance with the terms of the lease before they may evict tenants. They also create procedures that landlords must follow in order to establish “just cause” to evict.
Approach
Just cause eviction policies can apply to all rental housing in a jurisdiction or to a subset of units, like those that are subject to rent regulation. Just cause eviction laws typically enumerate a list of conditions that are permitted to form the basis for an eviction. Evictions are, then, not permitted for any reason not listed. In some jurisdictions, even when a lease ends, tenants can only be evicted based on the enumerated criteria. In this situation, tenants are in effect provided with the right to renew their lease or to remain in their unit on a month-to-month tenancy, as long as one of the bases for eviction is not present. When these policies apply, a landlord must notify a tenant of the basis for the eviction and other procedural requirements often apply. Some jurisdictions impose penalties on landlords that fail to comply with just cause eviction procedures.

Coverage
Just cause eviction protections typically apply to all rental units or a subset of rental units in a jurisdiction.

Eligibility
Just cause eviction protections typically apply to any tenant living in the unit(s) to which the protections apply.

Other considerations
- **When should just-cause eviction protections apply?** A jurisdiction considering this protection for tenants will have to determine what types of units and landlords (e.g. small vs. large) should be regulated in this way.
- **What should qualify as a just cause for eviction?** A jurisdiction will also need to determine what grounds it will include as just or just causes for eviction. Non-payment of rent, violation of lease terms, creation of a nuisance, and an owner’s intent in occupy a unit are among the good or just causes for eviction found in many policies. In defining just cause, jurisdictions will need to consider under what circumstances to allow an owner to evict tenants in order to convert their units to another use.\(^{[1]}\) For example, California’s Ellis Act allows owners of rent-regulated units to evict tenants if they intend to remove the building from the rental market altogether, facilitating the conversion of multifamily rental buildings to single-family homes or condominiums.
- **The costs of just-cause eviction protections.** These types of protections can increase the cost of evictions for landlords, and also limit landlords’ control over an important aspect of their ownership rights. Such regulations, therefore, may make investment in the stock to which the protections apply less appealing, potentially having a
negative effect on the growth and quality of the housing stock in a jurisdiction.

• **Imposing penalties on landlords for failure to comply with just cause eviction requirements.** Requiring landlords to compensate tenants being evicted without cause can also serve to discourage landlords from taking such actions while at the same time helping to mitigate the burden imposed on tenants. Portland, Oregon now requires landlords to pay renters’ moving costs if they are evicted without cause or are forced to move because of a rent increase of 10 percent or more.

• **Other forms of eviction protections.** Many jurisdictions adopt other forms of procedural and substantive eviction protections that are not part of any just cause scheme. Procedural protections may include notice requirements, discovery rights, and the right to a jury trial. Substantive defenses to eviction available in some jurisdictions include retaliation, breach of the implied warranty of habitability, and violation of applicable consumer protection statutes.

• **State pre-emption.** Localities that are considering adopting eviction protections at the local level should review state law to determine whether preemption doctrine limit their ability to do so. In some states, eviction protections are considered a matter of state law such that preemption doctrines partially or wholly restrict local governments’ abilities to adopt their own protections.

### Examples

- In San Francisco and New York City, the just cause eviction requirements only apply to rent-regulated units. San Francisco Rent Board, *Fact Sheet 1 – General Information*, (undated); Eric T. Schneiderman, Attorney General, *Tenants’ Rights Guide*, undated.
- In Seattle, just cause eviction protections apply to month-to-month tenancies and verbal agreements. Seattle Department of Construction & Inspections, *Just Cause Eviction Ordinance*.
- For general reference, some examples of jurisdictions that apply the policy to all units are Seattle, Oakland, Berkeley, Washington D.C., and the state of New Jersey, some of which also have local rent regulation.

### Related resources

- This paper describes a number of local policies aimed at preserving affordable

- This resource identifies areas across the country with eviction related ordinances. Kansas City, Missouri Health Department Community Engagement, Policy, and Accountability Staff. *Local Just Cause Eviction & Retaliation Laws*, The Policy Surveillance Program, Temple University.

- Across America there are hundreds of organizations working hard to prevent eviction. *JustShelter.org* has compiled a database of over 600 organizations across all 50 states that provide education on eviction prevention policies, as well as assist families in need.

**See also:**
- Protection from condo conversions
- Eviction prevention programs
- Legal assistance for at-risk renters