

Dear Representative Hanzas:

I am writing to ask you to oppose the implementation of the so called “just-cause eviction” charter change in Burlington. There are countless reasons why I believe this is unfair to property owners (for disclosure, my partner and I are “mom and pop” landlords and own a duplex in the Old North End) but is also bad for tenants. Here are a few of the problems I have with this proposal:

- **The term “eviction” misled voters.** “Eviction” was misused by proponents for what is simply the non-renewal of a legal, time bounded, contract. They use the term because of its negative connotation to influence voters.
- **Incorrect and unsubstantiated data.** The proponents use data incorrectly and make unsupported statements designed to incite and divide the voters. Ms. Hightower in particular throws around numbers with no support.
- **This isn’t a problem that needs solving.** Lease non-renewals seldom occur when tenants pay rent on time, are good neighbors and treat the property well. And, when they do, they are mostly for the exceptions listed in the proposition.
- **Court-based evictions are expensive and raise rents.** The proponents point to eviction, through the courts, as a path always open to landlords. This is an expensive, time-consuming process, the costs of which will be passed along to tenants which won’t always be successful. In addition, the courts are not staffed to handle the increase in evictions (not that that is a reason but it is a reality). The costs and hassles may drive the “mom and pop” landlords out of the business. Large more “corporate” property holders are typically more aggressive with rent increases and legal action.

In short, the proponents have chosen divisive language and used data incorrectly to mislead voters to enact a change that strips property owners of rights and allows bad tenants who aren’t bad enough to evict through the courts, to stay in properties. It will increase landlord costs, move more property into larger holders and will increase rents. I ask that you prevent this from becoming part of the Burlington charter and save Burlington from itself.

As promised, here is more detail on the above bullets. Let’s look at how the term eviction has been misused in this debate. Not renewing the lease, a contract with a termination date, is not an eviction. It is simply the expiration of an agreed-to legal contract. There are many reasons either party – tenant or landlord – may not want to renew the contract. Describing lease expiration as eviction – a term with negative connotation -- is disingenuous and deliberate. In addition, the suggestion that these actions have “no-cause” or lack “just cause” is misleading and unsupported. There is always a cause and “just” is highly subjective. This terminology is chosen to be divisive not explanatory.

The proponents of this charter change support it with misleading and in many cases unsupported assertions to suggest these lease terminations are a major problem. Zoraya Hightower claims in a video “for every one BIPOC person that maybe manages to get a racist neighbor evicted, I guarantee you there are dozens of BIPOC people getting evicted because their neighbor or their property manager or their landlord is racist.” Yet, she provides no facts or data to support this statement. Ms. Hightower makes many other assertions and provides absolutely no data to support them. Another example appeared in the Shelburne News. Paul Dragon of the CVOEO wrote that “According to national data from the Eviction Lab, Black individuals made up 19.9 percent of all adult renters in the counties where there was data, but made up [sic] 32.7 percent of all evictions.” Yet, these data include all evictions, not only so-

called “no-cause” evictions. I assert that the unfortunate lower income of many African Americans is a more likely factor in the higher eviction rate. These data are used to suggest a high rate of no-cause evictions based on race but it does not. It is used deceptively to improperly influence voters as it is not related to the lease termination issue at hand.

However, looking past the disingenuous presentation of the problem and supposed solution, the concept of forcing the landlord to continue an expired contract is unjustified, wrong and will adversely affect the rental market. I assert – from personal experience of nearly 40 years of owning rental property in Virginia, Massachusetts and now Vermont – that landlords do not “evict” for no cause. Not renewing a lease is a legitimate means to remove an undesirable tenant at dramatically lower cost than court-processed eviction. Tenants can be undesirable in ways that are not subject to court-processed evictions.

The previous tenant in one of our apartments never paid the rent on time (months late at one time), allowed the property to degrade through her neglect, and was verbally abusive to us. We gave her the required 60 days notice that we would not renew her lease. When I did begin the eviction process, she caught up with the rent. Courts would likely not evict her simply because she never cleaned, left her cat to urinate and defecate in apartment and was verbally abusive. But, not renewing the lease gave us a means to remove her so we could renovate and rent to good tenants. In another example, a friend who once managed properties in Burlington told me she removed a tenant in this manner because he was sexually harassing her and was abusive to the other tenants. He paid his rent but everyone was afraid of him.

In both cases, court evictions would have cost considerable money, taken time, and may well have failed. Remember, costs incurred by property owners are passed along to tenants. The net is that simply letting a lease expire – with legally required notice – is a cost-effective means to remove a bad tenant that landlords must have available.

In addition, I assert that “unfair” terminations are incredibly rare. A landlord has no financial and few other incentives to not renew the lease of good tenant. A good tenant -- one who pays the rent on and keeps the property in good condition – is like gold! As for the claims of discrimination in these lease non-renewals, I believe that these are rare if they happen at all. I am not saying there is no racism and discrimination in housing. However, discrimination would likely occur at the time of rental. This is the place to stop it.

Property investment today is roughly split evenly between large organizations and individual “mom and pop” investors. This proposed charter change takes away the rights of the property owner, increasing the risk and reducing the rate of return. This will drive small rental property owners like us with less risk tolerance and limited ability to spread the cost of eviction and property renovation across a property portfolio to exit the market. Our properties will likely be bought by larger property holders who are generally more aggressive at rent increases and less attentive to their property portfolio. Rents will consequently increase and possibly properties degrade.

I ask that you and your committee provide some common sense here and prevent this action from being implemented in Burlington. It will hurt Burlington, will increase costs for tenants and is frankly unfair to property owners who already suffer under very high Burlington taxes, strict and restrictive codes, costly permitting and inspections and regulations that already dramatically favor the tenant.

Best regards,

Robert Perry

Warren, VT

Property owner in Burlington, VT