



Frequently Asked Questions on Just Cause in Evanston

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What is Just Cause for Eviction?

Just Cause for Eviction is a policy designed to prohibit arbitrary and discriminatory displacement of tenants and to promote stability for renters. It is estimated that, each year, more than 10,000 households face displacement via eviction, termination, or non-renewal *without cause*. That means that the tenant has done nothing wrong – they’ve met all their obligations and paid rent on time – but still lost the places they’ve called home, sometimes for years or decades. Under the current law, this is completely legal. Landlords have the right to not renew a lease or evict a month-month tenant without giving any reason, and often with as short as 30 days notice.

Just Cause defines the bounds of eligible reasons to terminate a tenancy or evict renters, instead of allowing arbitrary dispossession. The landlord must prove that the tenant violated the rental agreement in some way, or, if the tenant has done nothing wrong, the landlord must demonstrate an enumerated reason to compel the renter to move. In the latter cases, the landlord must pay some amount of relocation assistance so that the tenant has the financial means to move.

What about when a tenant has violated their lease? If they’ve caused disruptions, harassed neighbors, or haven’t paid rent, does Just Cause prevent the landlord from removing them?

No. Landlords maintain their right to expel tenants who don’t pay rent, cause damage or disrupt their neighbors. These are referred to as “material lease violations” and no one is suggesting that landlords lose their ability to enforce these.

What are some of the “just causes” that are usually allowed to evict or non-renew a tenant?

In addition to tenant fault reasons, nearly all Just Cause ordinances allow landlords the right to remove tenants for defined personal reasons, such as allowing a close family member to move in, significantly renovating the property, converting the unit to a condominium, or removing it from the market entirely. It is in these cases where the landlord would have to provide the reason and pay relocation assistance. The four causes above are some of the most common reasons why a landlord may need to recover possession of their unit when the tenant has done nothing wrong. The City of Portland enumerates almost identical no-fault just causes; in Los Angeles, lawmakers did the same, but added government orders to vacate, HUD ownership and sale, and conversion to affordable housing as additional just reasons to evict or non-renew. Time after time, opposing landlords struggle to identify substantive reasons beyond those named above that would constitute good causes for displacing residents who have been in full compliance with the lease.

Where has Just Cause been enacted? Who supports it?

You may be surprised to learn that Just Cause (or as it is sometimes called, “good cause”) requirements already exist right here in Evanston. In fact, they exist in all federally subsidized housing units across the country. For further proof that our own federal government believes that just cause to evict or non-renew is good policy, look to the [White Housing Blueprint for a Renter’s Bill of Rights](#), where Just Cause is plainly endorsed (pg. 16). Additionally, relocation assistance is already a matter of law when units are converted to condominiums in Evanston. These facts show us that the philosophy of Just Cause is not new or particularly radical at all.

Iterations of this philosophy exist in different laws across 5 states and over 20 cities, with numbers increasing. Mayor Brandon Johnson and a growing list of Chicago’s City Council members support the Just Cause bill being championed by the Chicago Housing Justice League, with over 100 of Chicago’s most influential nonprofits endorsing. Other influential groups like the National Low-Income Housing Coalition have [expressed support](#) for Just Cause.

What are the benefits of Just Cause?

Fundamentally, Just Cause is about transparency, fairness, and non-discrimination. Renters intuitively understand the injustice of being asked to leave their homes without any reason at all. While some landlords in Evanston have expressed a desire to use non-renewals as a tool to “threaten tenants into behaving,” or as an easier pathway to oust a bad tenant than the formal eviction process, these concerns are unconvincing. Whether they like the system or not, landlords should be required to follow it when seeking to displace someone from their home. In fact, landlords can be motivated to write clearer leases under Just Cause to ensure that grounds for termination are defined.

Tenants who are more stable in their homes – free of at least some of the whims of their landlord that could result in their dispossession – will be more incentivized to invest in their property and their community. A sense of empowerment and dignity also comes with greater protection and rights in one’s home. Finally, tenants who have been displaced through no fault of their own will have reduced barriers to accessing housing due to the financial assistance they receive from relocation assistance.

Is a landlord required to pay relocation assistance if the tenant is moving out voluntarily?

No! If a tenant is seeking to move or has refused to renew the lease, no relocation assistance will be paid to the tenant. Relocation assistance is triggered only where the landlord seeks to end the relationship with a tenant who has done nothing wrong.

Why should small landlords be asked to pay for a tenant to move?

Many versions of Just Cause have provisions to make the process easier to manage for small landlords. Small landlords can pay less relocation assistance, have flexibility on how it is paid (such as through rent abatement rather than a direct payment), and/or can receive some kind of reimbursement from the city. These are all true of the Just Cause proposal in the City of Chicago; as the bill currently stands, a small landlord would pay even less relocation assistance when the just cause in question is moving into the unit or moving in a qualified relative.

What happens to people who are evicted?

From the Chicago Housing Justice League: “A 2018 [report](#) from the National Law Center on Homelessness and Poverty cites research that found 12 percent of unsheltered homeless New Yorkers blame eviction for their homelessness, 14 percent of homeless residents in Santa Cruz, California, blame eviction, and 12 percent of homeless residents in San Francisco say eviction is the primary cause. A 2018 [report](#) by the Seattle Women’s Commission and the King County Bar Association found that of the evicted renters surveyed: 37.5 percent ended up living on the streets, 25 percent moved into shelter or transitional housing, and 25 percent moved in with family or friends. “

As Matthew Desmond famously argued in his seminal book, *Evicted*, eviction is “a cause, not just a condition, of poverty.” Though Desmond looked solely at evictions in his book, many of the same immediate impacts can be seen for sudden no-cause lease non-renewals. What he and others who study eviction find is that displacement leads to housing instability, homelessness, physical and mental health challenges, as well as social and educational disruption.

Some landlords have stated that Just Cause will incentivize them to be less flexible with tenant qualifications and screening if a non-renewal will carry restrictions down the road – could Just Cause make it harder for tenants with imperfect qualifications to find housing?

Again, landlords can still remove tenants who damage property, cause disruptions or safety issues, or don’t pay rent. With clear lease terms, landlords need not feel like they cannot enforce violations. They should also keep in mind that tenant screening intersects deeply with civil rights protections. Landlords must be mindful that overly restrictive criteria (such as blanket bans on certain types of criminal history or credit scores) can have what fair housing experts call a “disparate impact” on federally protected classes. In short, this means that if landlords are not careful when establishing screening rules, they may lock out people of certain identities at much higher frequencies than others and thereby expose themselves to fair housing violations.

Will a Just Cause ordinance make eviction cases take longer?

No. The eviction process, while it may appear lengthy to some, remains one of the fastest legal proceedings in our system. Many landlords complain that “getting rid of bad tenants” through eviction is a timely process if the tenant refuses to move after exhausting the notice period of non-compliance with the lease or non-payment of rent; just cause should have no impact on extending the court process except by allowing tenants to challenge the legality of their displacement if it appears retaliatory, discriminatory, or otherwise illegal under the ordinance.

Landlords should have clear leases, issue notices of violations if they occur, and document concerns if a tenant is disruptive or threatens the safety of others. A very high percentage of cases are resolved by agreement for the tenant to move by a date certain, or to ‘pay and stay.’ Very rarely does a case go to trial. Still, without a universal “right to counsel” for tenants, landlords will continue to have the upper hand in court. Just Cause asks them to provide the same burden of proof when there is a dispute about the cause for pushing a tenant out that a tenant would have to meet in court. According to this [NPR article](#), around 80% of landlords have attorneys in court while only 3% of tenants do.

Other Changes Proposed to Strengthen Renters' Rights in Evanston

(This list is non-exhaustive)

NOTE: * = Other parts of Cook County already enjoy this protection.

<p>Proposal: Limit late fees in Evanston - late fees will be capped at \$50 or 5% of rent, whichever is great.</p> <p style="text-align: center;">*</p>	<p>Current Law: There is currently NO CAP on late fees in Evanston. Landlords can charge as much as they want for late rental payments, further exacerbating the financial struggles of tenants.</p>
<p>Proposal: Provide disclosure for new renters on the average costs of utilities or whether a foreclosure has been filed.</p> <p style="text-align: center;">*</p>	<p>Current Law: Contains some disclosure requirements, such as for past code violations, but not include average utility costs or foreclosure.</p>
<p>Proposal: Provide new tenants with information on bedbug detection, reporting, and removal.</p> <p style="text-align: center;">*</p>	<p>Current Law: Contains no provision regarding bedbugs.</p>
<p>Proposal: Defines move-in fees; requires that they be related to actual expenses.</p> <p style="text-align: center;">*</p>	<p>Current Law: In Evanston, there are no limits or definitions for move-in fees.</p>
<p>Proposal: Require that landlords provide 90 days notice if the lease will not be renewed.</p>	<p>Current Law: Evanston only requires 30 days of notice – the state legal minimum - both for month to month tenants and those on longer leases.</p>

<p>Proposal: Provide tenants with 10-day notices to fix materials lease violations (ex: tenant has an unauthorized person living in unit, smoking, etc).</p> <p style="text-align: center;">*</p>	<p>Current Law: Current Evanston law is disliked by both tenants and landlords: in small, owner-occupied two flats, tenants have only 48 hours; in other buildings, tenants have 30 days to fix or “cure” the issue.</p>
<p>Proposal: Include internet as an essential service; this allows tenants to take certain actions (like fixing the repair issue themselves and deducting it from rent) if they give proper notice and communication to their landlord.</p> <p style="text-align: center;">*</p>	<p>Current Law: Internet is not included as an essential service.</p>
<p>Proposal: Strengthening the retaliation section of the ERLTO by prohibiting landlords from ending the lease, increasing the rent, or non-renewing if a tenant has complained about services, sought help from a community org, attempted to organize their buildings and more.</p> <p style="text-align: center;">*</p>	<p>Proposal: Provisions preventing retaliation do exist in the current ordinance but are not as strong.</p>
<p>Proposal: Removes language regarding collection of attorney fees from tenant for rent nonpayment</p> <p style="text-align: center;">*</p>	<p>Current Law: States that the landlord may collect reasonable attorney fees from the tenant, even when they have been in violation for non-payment.</p>

Proposal: One-time right to pay and stay; this allows the tenant to pay past due rent and stay in their unit all the way up until an eviction order is granted by a judge. This right can only be used once during the tenancy.

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Current Law: Tenants do not have the one-time right to pay and stay in Evanston.