



INTERFAITH ALLIANCE OF COLORADO

PROTECTING FAITH AND FREEDOM

March 1, 2023

RE: SUPPORT of HB23-1171, Just Cause Requirement Eviction Of Residential Tenant Persons

Chairperson and members of the committee,

Thank you for the opportunity to provide testimony in support of HB23-1171.

The Interfaith Alliance of Colorado promotes justice, religious liberty, and interfaith understanding through building relationships in order to educate, advocate, and catalyze social change. Our statewide network includes more than 400 congregations, representing more than a dozen faith traditions.

HB23-1171 would support eviction prevention and housing stability for renters by requiring property owners to articulate just cause for removing a renter from housing. In light of the ongoing crises of homelessness and housing affordability in Colorado, this is a reasonable effort we can make as a state to keep individuals in their homes. Evicting a renter without just cause is not only unreasonable. It is also unconscionable and further contributes to those crises.

The White House recently released The White House Blueprint for a Renters Bill of Rights, which outlines five principles to inform policies “that promote fairness for Americans living in rental housing,” acknowledging that eviction prevention is a key element of housing stability and justice for renters.

We respectfully ask for your Yes vote on HB23-1171.

Thank you for your consideration,

Shara Smith, Executive Director

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Hello, my name is Caitlin Trent and I am here today to speak on my experience being forced to leave my home by a multi-million dollar Denver property company during the 2020 COVID pandemic, despite consistently paying rent on time and having no violations or complaints against me as a tenant.

At the height of the pandemic in March 2020, our apartment complex decided to raise rent while also closing access to many of the amenities such as the movie room and gym. It also had consistently ignored pleas by tenants for increased security such as better door locks and security cameras in entryways of our building after multiple incidents such as bike theft from a designated bike room, or one tenant even told us that she was raped while entering her apartment. After numerous requests from various tenants went unanswered, or we were told that cameras weren't in the budget, my partner and I decided to start an informal space to discuss communal concerns, which we thought could eventually solidify into a tenants union. We put up flyers in our building and began having zoom meetings with other tenants.

As a result, we received notification that we were not allowed to renew our lease. When we inquired as to why we were not allowed to renew, a management representative, unprompted, said "I know what you are doing, you have the tenant's union going on." In another conversation a management representative told us that "it wasn't because of late payments" that we were not renewed. The landlord's decision to prevent us from renewing our lease very much appeared to be in retaliation for us trying to hold the property owner accountable to reasonable tenant requests. Unfortunately, they had the power to kick us out instead, and thereby quash our organizing efforts.

When we were forced to move, the situation with the landlord followed us. Renting in Denver is difficult, and the application process is competitive. Many landlords require good references from the previous landlord to qualify. Knowing that management had indicated that we would not get a positive reference, our options were severely limited.

Luckily, between my partner and my income, we were in a position where the forced move was financially possible. I know that that is not the case for many many Denver residents. It is also a likely reason why many people do not even try to hold their landlord accountable to exploitative behavior, they cannot afford the risk of losing their home.

I hope that HB23-1171 passes and strengthens the legal framework to support Denver tenants in the face of injustice. We all know that affordable housing in Denver is becoming increasingly out of reach, and tenants need all the tools they can get to ensure they are not wrongfully evicted from their homes.

Thank you for your time.

February 27, 2023

Colorado House Transportation, Housing & Local Government Committee

Honorable Members of the Committee:

We are reading with great concern the language of HB23-1171 which is scheduled to come before the Transportation, Housing and Local Government Committee March 1, 2023 and urge your reconsideration of the onerous landlord adverse provisions of the Bill as written.

My wife and I spent our careers as public sector employees in Western Colorado and were fortunate enough to find a property in Glenwood Springs which was constructed with two rental spaces (apartments) in addition to our space. We have for the last twenty years rented these two spaces in our house at "market" rates. We used these rents and our salaries to operate, maintain and pay off the property.

During the 20 years we have rented our two spaces we have had many tenants and realized professionals are much better at screening tenants than we are so we use a professional tenant screening service. We have also learned that keeping a good tenant is more valuable than raising rents. One of our two units has been occupied by the same individual for nearly 8 years without a rent increase, maintaining a rental rate which is less than half the current market rate.

During our 20 years as landlords, we have had some difficult experiences which required non-renewal of a rental agreement and, in one case an eviction. Our two apartments are in our home and share some hallways and other spaces with our living space. HB23-1171 would make it very difficult and costly to deal with some of the experiences we have had.

Imagine a tenant which signs a rental agreement for a no smoking unit in your house and proceeds to smoke cigarettes and pot in your home, including your shared hallway.

Imagine a tenant that signs a rental agreement and moves out, turning your unit in your home over to another family with twice as many people.

Imagine a tenant which hoards their trash in the unit in your home to the extent that the plumber you call cannot perform the repairs necessitated by the tenant's actions.

While HB23-1171 proports to allow eviction of a tenant for "substantial" and "uncured" violations of the rental agreement legal advice we have gotten over the years is that the courts are only concerned with evictions for non-payment of rent. Agreement with the courts on a "substantial" violation of the rental agreement does not recognize tenant commitments made within the rental agreement. Allowance of 10 days to cure a "substantial" violation of a rental agreement is far too long.

Imagine not having the choice to NOT RENEW a rental agreement with a problem tenant. Are any other contracts in Colorado limited in this way?

Additionally, a tenant which cannot or will not pay rent must be allowed as much as 120 days after notice of a need to vacate is given under HB23-1171. Imagine what damage a tenant can do to your property in those 120 days. We have seen what damage can occur in the 30 days the court allowed the unauthorized family to remain in our unit in our home after an eviction was handed down.

We cannot perceive a rental rate which will offset the additional risk and the relocation fees which are currently required of the landlord under HB23-1171 as drafted.

Should HB23-1171 continue as drafted our choices are somewhat limited but probably include giving immediate termination notice to the two tenants we have and evaluating the continued risk vs. the possible reward of renting spaces in our home in Glenwood Springs to local workers. We will be forced to join our many neighbors as short term rental hosts.

Please consider carefully the desired eviction protections while also considering the impacts to those willing to risk their capital and time providing rental housing. HB23-1171 as drafted goes far beyond reasonable tenant protections and creates substantial financial risk and quality of life risk for small landlords such as ourselves.

Respectfully,

Ray Tenney
Glenwood Springs

Testimony re HB23-1171 “Just Cause Eviction”

I strongly believe this bill needs to be amended before passage.

I am generally supportive of renters’ rights, including removing the prohibition on local control of rents. Some here will know that I have advocated for substantial legislation affecting mobile home parks – places where landlords profit from people investing in not-very-mobile homes situated on leased land, where the business model suggests a need for longevity of the relationship, lest the tenants’ investment in their homes be lost completely, a potentially huge financial devastation.

And I can see that it is advantageous for other renters to have a sense of stability, to be able to stay in a home as long as they would like. Within reason. I believe this particular piece of legislation before you now goes too far, especially for the smallest of landlords. (I have a variety of professional, social, and life experiences that gives me both financial perspective and sympathy for small landlords.) Owners of one or few properties are not big businesses, and may have legitimate personal interests that are not honored by this bill. They need more flexibility. Plus, the financial burden of paying two or three months of rent back to a tenant when you want to do something with your property seems quite punitive and difficult for a small landlord.

Here is a proposal, and idea for an amendment, to balance some renters’ desire for longer-term stability with smaller landlords’ need for greater flexibility than is allowed by the current bill. That is, exempt small landlords from this bill entirely AND require that their advertising and rental agreements specify the fact that there is no guarantee that a rental agreement or lease will be renewed upon expiration. Then renters can look for a different home if that is a problem for them, and not end up in a situation where they may be forced into a stressful move. And small landlords can continue to contribute to the supply of rental housing stock as long as it works for their personal situation.

Following are other areas of this bill that could use improvement or clarification:

One “just cause” that’s included is demolition or change to a non-residential use. What about a person who wants to sell their home or condo, probably to someone who will live in it, so that it will no longer be a rental, but still a residential use? Perhaps they inherited a home, or moved in with a partner, and are now ready to sell after some time has gone by, after they have rented it out for a while. (Just one example.) Shouldn’t they be able to simply not renew a lease, and let the renter go? In my days as a renter, I was on the move-out end of that arrangement a few times. It never seemed unfair, nor like a situation where the landlord should pay me two or three months worth of rent for my inconvenience. If small landlords can be exempted from the whole bill, this point would not matter. If there is no exemption, then preparing to put the property on the market should count as a just cause.

It would be helpful to change the language around providing all notices mentioned in this bill in both English and in Spanish. Perhaps add something like “or in English only if it is known that that is the primary language of all tenants”. I believe most small landlords would know what language is spoken in the home. Why should they have to go to the trouble of providing a translation if it is not needed?

Regarding rent increases – it is wonderful when they can be avoided, but sometimes they are needed. How is the “reasonable amount” of increase allowed by the bill to be determined? It seems like this vague language could lead to a lot of disputes.

The following I say as daughter of a carpenter, bookkeeper to contractors, and closely related to handymen. The three month window for completing major repairs, renovations, or abatements seems problematic, for all the reasons that construction projects are often not completed on schedule. Worker shortages, lack of available materials, incompetent contractors that need to be replaced, or unanticipated problems requiring additional work and perhaps additional waits for permits that are found once the work has begun.

The two or three months of rent to be paid back to tenants in case of a “just cause” eviction feels problematic in any case. But if this, or even some lesser amount, is to be mandated by law, there are some details in the way this legislation is written that don’t make sense to me. And perhaps don’t really do what the sponsors intended. And so perhaps the sponsors could consider some changes. Here are a couple considerations about things that don’t seem to make sense under the current language:

- If a low-income individual (or other qualified individual) resides in the home, then the payment is equal to three months rent. But what if that person isn’t a tenant listed on the lease? (Such as a housemate of the primary tenant(s).) They don’t get anything, with the lump sum payment being paid to one tenant to be divided equally between all tenants listed on the rental agreement. So potentially the “low-income bonus” (or disability bonus, or over 60 bonus) goes to individuals who didn’t in essence “earn” it, because they are not of that special status. What is fair about that? In this case, shouldn’t it just be two months?
- Or what if that low-income individual is listed on the rental agreement, but the other tenant or tenants are not low income. And the money is divided equally. Should the higher earners be getting the benefit of the extra money that is based on the presence of a low-income (etc) individual?

This testimony comes with apologies to the many allies of mobile home park legislation with whom I have worked on that issue, who have been involved in promoting and supporting this bill. I wish I had looked at this sooner, and could have registered my concerns with them. But having just looked at the bill this week, I am highly concerned about some of the provisions, and especially about the effects on small property owners who rent out one or few units. And so I feel I need to speak up.

Thank you for your consideration.

Renée Hummel