

## **Frequently Asked Questions for Tenants**

### **FAIRFAX JUST CAUSE EVICTIONS ORDINANCE**

#### **1. What protections does Fairfax’s Just Cause Evictions Ordinance give me?**

**Fairfax’s Just Cause Evictions Ordinance protects you from arbitrary eviction. In order to be evicted from your rental unit, your landlord must have a just cause.**

If you are evicted for a “no-fault” just cause, you are entitled to relocation payments and you may have the right to return to your unit under certain circumstances, if that unit ever again becomes available for rent.

If you or a tenant in your household is a student or teacher, a child, elderly, disabled, or terminally-ill you may qualify for additional protections under the law.

#### **2. When does Fairfax’s Just Cause Evictions Ordinance go into effect?**

**December 2, 2022.**

#### **3. Am I covered by Fairfax’s Just Cause Evictions Ordinance?**

Fairfax’s ordinance will cover most tenants. However, there are several exclusions from the law. If your rental unit falls into one of the following categories, Fairfax’s Just Cause Evictions Ordinance does not protect your tenancy:

1. Dorm rooms
2. Mobile homes in mobile home parks
3. Hotel rooms and short-term rentals, if you stayed in the unit for less than 30 days
4. Hospitals, medical facilities, non-profit senior homes, and other facilities where people receive care
5. Rental units where a government agency or authority fully owns, operates and manages
6. Units where the rent is limited by a legally binding restriction that restricts rent to no more than affordable rent (example: Program-based section 8 complex)

#### **4. What are the reasons my landlord can legally evict me?**

**Your landlord may still legally evict you for the following just causes:**

1. Failure to pay rent
2. Breach of lease, but see below for sublessee exceptions
3. Creating a nuisance or damaging the unit

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4. Repeatedly refusing to give your landlord access to the unit to conduct necessary repairs or show unit to prospective purchasers
5. Owner must make substantial repairs (*may only justify temporary displacement*)
6. Owner or the owner's family member moves into the unit
7. Owner permanently withdraws unit from the rental market
8. Failure to vacate after a written buy-out agreement between you and your landlord
9. Termination of a temporary tenancy (a tenancy of less than 12 months) in order for owner to move in

## **5. What protections do I have if I face temporary displacement of 30 days or less in order for my landlord to make substantial repairs to the unit?**

Under the law, a tenant may be required to temporarily vacate their unit for up to 30 days in order for the landlord to make substantial repairs deemed necessary for the tenant's health and safety.

If you are temporarily displaced due to the need for substantial repairs and your landlord owns another vacant rental unit in Fairfax with the same number of bedrooms or fewer, then your landlord must offer you that unit under a temporary rental agreement. The unit's rent may not exceed the lawful rent of your original unit or the lawful rent of the new unit, whichever is less.

### **Short-Term Relocation Payments**

If you are temporarily displaced for 30 days or less due to the need for substantial repairs (Example: termite tenting), your landlord is required to immediately provide the short-term relocation payments listed below for each day of displacement. If you accept these short-term relocation payments, you must continue to pay rent. Alternatively, you may forgo short-term relocation payments and stop paying rent for the duration of your displacement.

1. Hotel or motel accommodations: \$168.15 per household;
2. Meal expenses: \$33.85 per occupant;
3. Laundry: \$1.12 per household;
4. Pet accommodation: \$32.73 per cat and \$58.69 per dog.

## **6. What protections do I have if I face eviction for substantial repairs?**

A landlord can evict you if the repairs are such that it would require you to vacate your unit for more than 30 days. However, your landlord must meet certain requirements. The repairs must be necessary to address certain health and safety violations and your landlord must acquire permits before you are served with a notice of eviction.

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If you are evicted for substantial repairs, you are entitled to relocation payments in the amount of two months rent. If you are—or a member of your household is—a senior (62 years or older), a person with a disability, have a terminal illness, or have minor children in the household, you are entitled to an additional \$3,000 payment.

Your landlord cannot pursue an eviction for substantial repairs if your landlord owns another vacant unit within the town of Fairfax that you can temporarily reside in until the repairs are complete. Your landlord also cannot pursue an eviction against you if the repairs can be completed within 60 days and you do not agree in writing to vacate the unit while repairs are being made.

Finally, if you are evicted for substantial repairs, you do have the right to return when the repairs are complete. If you choose to return to the unit, your landlord must offer the same terms and rent at the time of your eviction, plus any lawful adjustments under Fairfax’s Rent Stabilization ordinance. It is your responsibility to ensure your landlord has your current contact information.

## **7. What protections do I have if I face eviction so that my landlord or their family member can move into my unit?**

Under the law, a tenant may be evicted if their landlord—or their landlord’s spouse, child, parent or grandparent—seeks, in good faith, to occupy the unit as their primary residence. This is referred to as an “Owner Move-In.”

Your landlord can not pursue an eviction for an Owner Move-In if any of the following are true:

- Your landlord or a landlord’s family member already occupies a unit on the property
- There is another vacant unit on the property
- There is another comparable unit on the property occupied by a tenant who moved onto the property more recently.
- If you have resided on the property for more than three years and are 62 years or older, disabled, or terminally ill UNLESS your landlord’s intended occupant is also disabled and there is no other vacant unit on the property.

**Right of Return:** If you are displaced due to an Owner Move-In and your former rental unit returns to the market, you have the right to return to that unit under the same terms as your former tenancy and with the same rent, plus any lawful adjustments under Fairfax’s Rent Stabilization ordinance.

**Relocation:** If you are displaced due to an Owner Move-In, your landlord must provide relocation payments equal to two months’ rent at the time they serve your notice of termination. If you or a member of your household is 62 years of age or older, 17 years of age or younger, disabled, or terminally-ill, then you are entitled to an additional \$3,000 relocation payment.

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## **8. What protections do I have if I face eviction because my landlord is permanently withdrawing my unit from the rental market?**

Under the law, a tenant may be evicted if their landlord seeks to permanently withdraw their rental unit from the rental market (i.e., go out of business) as permitted by the Ellis Act. These are often referred to as “Ellis Act Evictions.”

If you are subject to an Ellis Act Eviction, you are entitled to a minimum of 120 days advance notice from your landlord. If you are 62 years of age or older or disabled, you are entitled to one year of advance notice.

If you are subject to an Ellis Act Eviction and your landlord, or a subsequent purchaser of the property, attempts to place the unit, or a newly constructed unit, back on the rental market within two years, they are liable to you as the displaced tenant for triple damages.

**Right of Return:** If you are displaced due to an Ellis Act Eviction and your former rental unit, or a newly constructed rental unit, returns to the market within 5 years, you have the right to return to that unit under the same terms as your former tenancy and with the same rent, plus any lawful adjustments under Fairfax’s Rent Stabilization ordinance. It is your responsibility to ensure your landlord has your current contact information.

## **9. What other protections do I have under the Fairfax just cause ordinance?**

**Lease terms under one year:** Your landlord can choose to evict you if your lease term is less than one year and your landlord had previously occupied the unit and wants to return. Your landlord is not required to provide any relocation payments.

**Protections for school age children and educators:** You cannot be evicted for substantial repairs or owner move-in if you have resided in the unit for more than a year and there are K-12 school-age children under the age of 18 or educators in the household if the notice of eviction expires during the school year. “Educators” includes any staff or contractors employed by the school.

**Written warning requirement:** If your landlord believes you are creating a nuisance on the property (example: causing damage to the unit), they must first give you a letter describing the nuisance seven days before they serve a notice of eviction for the nuisance. We recommend that you discuss with your landlord, in writing, how to resolve the alleged nuisance before an eviction notice is served.

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