

A street scene in Fairfax, Virginia, featuring a mix of historic and modern buildings, trees, and parked cars. The scene is captured from a street-level perspective, looking down a road lined with buildings and greenery. The sky is clear and blue. The overall atmosphere is bright and sunny.

Fairfax Just Cause for Eviction Ordinance Outreach

April - May 2023

Fairfax Outreach Process, 2022

March 2, 2022

Presentation on Rent Stabilization from the Democratic Socialist of America (DSA) and Attorney Leah Simon-Weisberg for the Fairfax town council.

May 4, 2022

Council discussed how the Town should direct resources and selected one of the proposed options for implementation.

July 12, 2022

Council met and discussed Just Cause Evictions protections.

September 7, 2022

Council held a community forum and presented more details on how the ordinances would be administered.

September 21, 2022

The town attorney answered questions from the council and how/who the ordinances will be administered.

October 11, 2022

The town attorney addressed some core issues brought up by the council from previous meetings.

November 2, 2022

Council reviewed development of ordinances to-date and concerns raised from the public and the council, including the cost of the program, impact on staff administration, and perceived impact on the rental housing stock.

November 29, 2022

Legal Aid of Marin facilitated a workshop to explain how both ordinances would be implemented.

Outreach Summary, 2023

1. Survey - April 12-April 23 (253 responses)
2. Workshop - Saturday, May 6
3. Online Comment Card - May 6-13

Topics Covered during Workshop

1. Types of Units Covered
2. Breach of Lease
3. Owner Move-In
4. Additional Eviction Protections for Elderly, Disabled, or Terminally Ill Tenants
5. Buy-Out Agreements
6. Right of Return
7. Additional Eviction Protections for Educators, Educational Staff, Students and Families
8. Relocation Payments
9. Temporary Relocation Payments

Types of Units Covered

Types of Rental Units Covered

Unit Description	Just Cause Eviction
Single-family homes	YES
Room in a single-family home with its own bathroom or kitchen	YES
Room in a single-family home without its own bathroom or kitchen	YES
Duplexes constructed before 1995	YES
Duplexes constructed after 1995	YES
Multi-unit apartment buildings constructed before 1995	YES
Multi-unit apartment buildings constructed after 1995	YES
Condominiums	YES
ADUs constructed before 1995	YES
ADUs constructed after 1995	YES
JADUs with their own bathroom or kitchen constructed before 1995	YES
JADUs without its own bathroom or kitchen	YES
JADUs with its own bathroom or kitchen after 1995	YES
JADUs without its own bathroom or kitchen	YES
Short-term rentals (less than 30 days)	NO

Types of Rental Units Covered

- Landlord Perspective:
 - Exempt:
 - Room rentals in owner-occupied single family homes
 - ADU's
 - Units that are offering below-market rate rents
- Tenant perspective:
 - Include duplexes.
 - This section does not specify deed restricted affordable housing, which is not covered in either ordinance nor AB 1482. This means the largest apartment complex in Fairfax is not covered by tenant protections. How will Fairfax cover them?
 - Regarding ADU's and rooms rented in a house, the landlord is benefiting from the exchange. So why should the burden of displacement for a renter fall entirely on the renter and not be shared by the income receiving landlord in at least some small way?

“If there's not an exemption for single family owner occupied homes, it's definitely going to constrain the number of affordable rooms that are available in a county.”

Breach of Lease

Breach of Lease

- Landlord Perspective:
 - Subleasing should be limited to replacing tenants, not increasing the number of tenants.
 - Tenant should be prevented from subleasing in order to make a profit.
 - Tenant should not be allowed to sublet as an AirBNB or temporary rental without full disclosure to, and approval of Landlord.
 - Landlord should have more time to review request for subleasing, and no subleasing without written permission.
- Tenant Perspective:
 - Family members should be able to move in unless health and safety standards are breached.
 - Tenants should be granted more than 14 days to reply.

"I simply do not understand how any tenant can have unilateral Subleasing rights. That goes against the entire grain of personal property rights, or any doctrine of fairness, whatsoever. Tenants should be required to gain approval from a landlord, before being able to Sublease to anyone."

Owner Move-In

Owner Move-in

- Landlord Perspective:
 - Concern that ordinance as written will result in housing providers feeling restricted in who and how they rent to Fairfax residents.
 - Expand family members allowed to move in -- grandchild, sibling, caretaker
- Tenant Perspective:
 - Concern for owner move-in being used to evict tenants without oversight.
 - Limit family members to immediate family of landlord
- Family definitions for renters and landlords should be the same

“...I think they (owners) need to show intent to stay long term...like not move in and then move out in a year and rent again. Maybe put a limit of time before it can go back as a rental.”

Additional Eviction Protections for Elderly, Disabled, or Terminally Ill Tenants

Additional Eviction Protections for Elderly, Disabled, or Terminally ill Tenants

- Landlord Perspective:
 - Change definition of elderly to 65+, 72+, 75+, 79+
 - Reduce notice period to 6, 3 months.
- Tenant Perspective:
 - Increase notice to 18 months.

“This is a fundamental measure to avoid discrimination and evasion of legal obligations.”

“I would increase the amount of notice, up to as much time as is remaining on the lease (or otherwise included in the notice period for lease renewals).”

“Make an exception when the rental is in a single -family home and the property owner is elderly, disabled, or terminally ill.”

Buy-Out Agreements

Buy-out Agreements

- Landlord Perspective
 - Would like for there to be caps on buyout agreement amounts (1-12 months of rent).
 - Limit of buyout to the amount of time left on the lease; not applicable to month-to-month leases.
- Tenant Perspective
 - Language seems written more on the side of housing providers than protecting renters.

“I've heard of some horrific stories about people being extorted for certain amounts of money for someone to leave.”

“The section should be amended to require that the tenant may rescind the buy-out agreement for up to 45 days after the agreement is fully signed. Without some time period where the buy-out agreement is maintained as an option for a tenant to sign while the tenant consults with an attorney, the right for the tenant to consult with an attorney is reduced to a mere statement on paper with no meaningful guarantee that the tenant can actually exercise that right.”

Right of Return

Right of Return

- Landlord Perspective:
 - Exempt “successor landlords.”
 - Exempt owner-occupied single family home.
 - Clarify how landlords should contact tenants for Right to Return.
 - Reduce current requirement of 5 years.
- Tenant Perspective:
 - Should be maintained as a protection against evictions and immediate upselling of unit.
 - Right of return is only for no-fault evictions, it enables tenants the opportunity to move back into their unit if and when it again becomes available after they’ve been evicted. Please retain.
 - Clarify timeline for tenant to accept right of return.

“There’s a huge loophole that landlords have been taking advantage of. Basically they’ll say, we’re gonna close down the property, you’ve done nothing wrong. At this point they just need to use it, for now, say, like the owner move-in, however, that rental will go right back on the market, and they will jack up the prices for the next tenant. So this is meant to prevent that, and it is extremely important to keep in there.”

Additional Eviction Protections for Educators, Educational Staff, Students and Families

Additional Eviction Protections for Educators, Ed. Staff, Students & Family

- Landlord Perspective:
 - Further define student/teacher (ie. full-time, classroom, adult educator etc).
 - Is this just for Fairfax School District?
 - Only apply to low and very low-income tenants.
- Tenant Perspective:
 - All teachers, students, and support staff need protection during the school year.

“Explore ways to encourage landlords to rent to these groups with incentives instead of rules and fees.”

Relocation Payments

Relocation Payments

- Landlord Perspective
 - Differentiate between permanent and temporary relocation.
 - Increases in relocation pay should not be tied to CPI, but should align with increases identified in the rent stabilization ordinance (60% of CPI).
 - Reduce relocation payment requirements and only allow for relocation payments after 12+ months.
 - Do not apply to single family homes, ADUs, or owner occupied homes.
- Tenant Perspective:
 - Would like this regulation to become valid upon move-in.
 - Tenants are otherwise offered no assistance for relocation, please retain.
 - Keep as is, the amount in the ordinance doesn't adequately cover expense of being relocations (sic).

"I was asked to leave my duplex, after being an absolutely perfect paying tenant for 15 years with my small family, and when I was asked to leave, so that the owner could make repairs and make the apartment more expensive the duplex more expensive I wasn't given anything at all."

"I would cap temporary relocation benefits to that prorated amount paid by the tenant, or an equal decrease/credit toward rent upon return of the tenant."

Temporary Relocation Payments

General Comments

- Request to include more protections for landlords from abusive tenants in their homes.
- Request for more landlord friendly language being included i.e. Housing-Providers instead of landlords.
- Request to have Town staff and experts that can answer questions about ordinance content.
- Request for more engagement with landlords on these ordinances and with the general community.

“Repeal ordinances, define Fairfax specific issues and start anew with a representative group of stakeholders. The Town Council has lost our trust.”

“These ordinances are not based in equity, diversity, inclusion, economics, sustainability, and data. Both renters and housing providers need protections. Many on both sides are marginalized. The solution needs to be balanced for all parties. Ultimately, it needs to involve creating more subsidized housing from the government, through taxes.

Recommendations

Recommendations for Next Steps

- Share a comprehensive report of outreach efforts and outcomes completed to date on the Town of Fairfax website (on website).
- Town Council discusses options for next steps at the June 7th meeting.
- Identify representative stakeholders from both tenant and landlord side (e.g, individuals; community-based organizations; business and trade associations; real estate developers; tenant protection advocacy groups; etc.) who may be called to discuss proposed changes with the subcommittee or other Town council members after the June 7th meeting.