

I am opposed to HB 2004

My specific concern is with the change in "no cause" notices.

It is of concern for the **tenants** that a change in "no cause" terminations is even being considered. Landlords should be equally considered regarding this matter.

Restricting that tool is a bad idea for many reasons.

1. We are in the business of renting- we do not want- or will not- terminate a tenancy unless we have a need to do so.

Sometimes a tenant is not working out for a variety of reason specific to me. They may be fine for another landlord. I want my property back. No problem - but this would make it my problem!

Another example- hiring an employee. Sometimes my work culture does not fit with that employee. However, they will fit in great somewhere else. The employee is not a bad person, they just are not right for me. That is my decision as an owner. If I was restricted from terminating that person, I would NEVER try them out.

No doubt, it would be much harder for marginal tenants to rent.

2. Currently the HB says we have 6 months only for a "no cause".

That works for a new tenant who may immediately disturb neighbors, etc. BUT sometimes a good tenant changes in time (more than 6 months).

A change in circumstance could lead to a "no cause" notice being necessary later.

Common example- Tenants start having excessive traffic, but we can't prove drug dealing. Neighbors complain.

A significant other leaves- the tenant changes. Happens often.

If we do a "with cause", we have to prove our cause. I think it is harsh to put the burden of proof on us. Circumstances changed (more than 6 months) and now we cannot do a no cause because of time?

3. The tenant can give us a 30 day notice and move. No reason necessary. They just want to move on for whatever reason they may have.

It is only fair that a landlord should have the same liberty.

I realize that it can be slow and costly to move. But, it is the landlords property- and they want to be able to make decisions regarding that investment.

It is fair, it is constitutional, it is equal.

I realize tenants may need some time to move, so perhaps a good compromise may be a longer "no cause" notice period, currently is 60 days if the tenancy exceeds 1 year. Perhaps 90 days is a compromise as it extends the time for a tenant to move.

4. Mr. Lively felt that tenants should be given a reason of why their tenancy is being terminated. Sure, tenants can be informed or educated as to our thoughts and reasons. However, any reason can open up to argument and proof. The cost and time involved can be excessive.

If the landlords can give a "no cause", with no ability for the tenant to dispute it, then our reason can be stated. That leaves the final action up to us as landlords.

Make any reasonable change be a win/win for both tenants and landlords. It is clearly a win/lose in the tenants favor.

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