

**CITY OF COLUMBIA HEIGHTS
ORDINANCE NO. ____**

**AN ORDINANCE ESTABLISHING JUST CAUSE EVICTION AND TENANCY TERMINATION
PROTECTIONS**

The City of Columbia Heights does ordain:

Section 1

The following Chapter 5, Article __ of the City Code of 2005 is hereby established to read as follows:

§ 5.____. Purpose and Intent.

(A) The City Council finds that stable housing is essential to the public health, safety, and welfare of residents of the City of Columbia Heights.

(B) The purpose of this ordinance is to establish standards governing tenancy termination, lease nonrenewal, and residential displacement in order to:

- (1) Promote housing stability;
- (2) Reduce involuntary displacement;
- (3) Prevent arbitrary, discriminatory, or retaliatory tenancy termination;
- (4) Provide clear standards for landlords and tenants;
- (5) Supplement protections provided under Minnesota Statutes Chapter 504B; and
- (6) Preserve the availability of safe and stable rental housing within the city.

(C) This ordinance shall be interpreted consistently with applicable state and federal law.

§ 5.____. Definitions.

For the purposes of this section, the following terms shall have the meanings ascribed to them:

CITY. The City of Columbia Heights, Minnesota.

DWELLING UNIT. Any residential structure or portion thereof used or intended for human habitation.

JUST CAUSE. A lawful basis for tenancy termination or lease nonrenewal as specifically

authorized by this ordinance.

LANDLORD. Any owner, lessor, sublessor, property manager, or other person entitled to receive rent for the use and occupancy of a dwelling unit.

LEASE NONRENEWAL. A landlord decision not to renew an existing tenancy following expiration of the lease term.

MATERIAL LEASE VIOLATION. A substantial failure to comply with an enforceable provision of a rental agreement after written notice and opportunity to cure where required by law.

NO-FAULT TERMINATION. Termination of tenancy for reasons unrelated to tenant misconduct, including owner occupancy, substantial rehabilitation, demolition, or withdrawal from the rental market.

RENTAL HOUSING. Any dwelling unit rented or offered for rent for residential occupancy.

SUBSTANTIAL REHABILITATION. Renovation requiring permits that cannot reasonably be completed while the dwelling unit is occupied and that materially affects health and safety systems.

TENANT. Any lawful occupant entitled to occupy a dwelling unit pursuant to a lease or rental agreement.

§ 5. ____. Applicability.

(A) This ordinance shall apply to all residential rental housing located within the City of Columbia Heights unless specifically exempted herein.

(B) This ordinance shall not apply to:

- (1) Owner-occupied duplexes where the owner occupies one dwelling unit as a principal residence;
- (2) Hotels, motels, and transient lodging establishments;
- (3) State-licensed healthcare facilities;
- (4) Temporary occupancy incidental to institutional or educational enrollment;
- (5) Housing subject to conflicting federal or state regulations that preempt local regulation.

(C) Nothing in this ordinance shall be construed to diminish any tenant rights otherwise provided by law.

§ 5.____. Just Cause Required.

(A) A landlord shall not terminate tenancy, refuse to renew a lease, or initiate eviction proceedings absent Just Cause.

(B) A landlord must state the specific Just Cause in any written notice terminating tenancy or refusing lease renewal.

(C) The burden of demonstrating Just Cause shall rest with the landlord in any enforcement or judicial proceeding.

(D) Tenancy terminations not supported by Just Cause shall be deemed unlawful under this ordinance.

§ 5.____. Permissible Just Causes.

(A) Tenant At-Fault Causes.

- (1) Failure to pay rent following applicable statutory notice requirements;
- (2) Material breach of a lawful lease provision;
- (3) Repeated late payment of rent;
- (4) Substantial damage to the premises beyond ordinary wear and tear;
- (5) Conduct constituting a nuisance or substantial interference with neighboring residents;
- (6) Illegal activity occurring on the premises;
- (7) Refusal to allow lawful access after reasonable notice.

(B) No-Fault Causes.

- (1) Owner or immediate family occupancy of the dwelling unit;
- (2) Permanent withdrawal of the unit from the rental market;
- (3) Demolition of the dwelling unit;
- (4) Substantial rehabilitation requiring vacancy;
- (5) Compliance with governmental order requiring vacancy;
- (6) Conversion of the dwelling unit to a lawful nonresidential use where permitted by law.

(C) A landlord shall not rely upon a pretextual or retaliatory basis for termination.

§ 5.____. Notice Requirements.

(A) Any notice of tenancy termination or lease nonrenewal shall:

- (1) Be in writing;
- (2) State the specific Just Cause relied upon;
- (3) Include facts supporting the termination;
- (4) State the effective date of termination;
- (5) Include information regarding available legal and housing resources.

(B) Notices based on curable lease violations shall provide a reasonable opportunity to cure consistent with Minnesota law.

(C) No-Fault termination notices shall provide at least:

- (1) Sixty (60) days written notice for tenants residing less than one year;
- (2) Ninety (90) days written notice for tenants residing one year or longer.

(D) Notices required by this section shall be served in a manner consistent with Minnesota law.

§ 5.____. Retaliation Prohibited.

(A) A landlord shall not terminate tenancy, refuse lease renewal, increase rent, reduce services, or otherwise retaliate against a tenant for:

- (1) Reporting housing or code violations;
- (2) Exercising rights protected by law;
- (3) Participating in tenant organizations;
- (4) Seeking legal remedies.

(B) Retaliatory conduct shall constitute a violation of this ordinance.

§ 5.____. Enforcement.

(B) A tenant may assert violation of this ordinance as an affirmative defense in an eviction or tenancy termination proceeding.

§ 5.____. Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is held invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance.

Section 2

This Ordinance shall be in full force and effect from and after **XX days** after its passage and publication according to law.