

CITY OF BROOKLYN CENTER

ORDINANCE NO. 2021-05

AN ORDINANCE AMENDING CHAPTER 12 OF THE CITY CODE OF
ORDINANCES REGARDING TENANT PROTECTION

THE CITY OF BROOKLYN CENTER DOES ORDAIN:

Article I. Legislative Findings. The City Council of the City of Brooklyn Center hereby finds and determines as follows:

- a. Tenants of affordable housing units have an income of 80% or less, and in some case much less, of the area median income and so have few resources to fight predatory practices, unjustified repair fees, retaliation, or other practices that exploit tenants within affordable housing buildings;
- b. Vacancy rates in the City, at approximately 2%, are very low and are even lower than the Twin Cities regional average;
- c. In addition to a significant and sustained housing shortage, the residential eviction moratorium enacted in Minnesota in response to the COVID-19 pandemic has nearly been entirely phased out, and with only very limited exceptions, tenants are able to be evicted;
- d. The City Council regularly receives complaints at its meetings from residents of affordable housing units regarding how they are treated by the owners and the resulting negative emotional and financial impacts of those interactions;
- e. The City's 2040 Comprehensive Plan identifies several broad housing goals, including (1) promoting a diverse housing stock that provides safe, stable, and accessible housing option to all of the City's residents, (2) recognition and identification of ways to match the City's housing with the City's changing demographics, (3) exploring opportunities to improve the City's housing policies and ordinances to make them more responsive to current and future residents, (4) maintaining the existing housing stock in primarily single-family neighborhoods through proper ordinances, incentive programs and enforcement, and (5) exploring opportunities to incorporate new affordable housing into redevelopment areas that promote safe, secure and economically diverse neighborhoods;
- f. In addition to these goals, the 2040 Comprehensive Plan identifies implementation strategies as well as resources and tools for achieving its housing goals;
- g. The City Council previously adopted Section 12-912D to establish certain tenant protections for those living within affordable housing units as an initial step to address the exploitation of these tenants, and the City is currently working with the Center for Urban and Regional Affairs and Research in Action on a citywide housing study;

- h. However, in light of the current housing shortage, the reversal of the eviction moratorium, and in response to complaints from tenants of affordable housing units in the City, the City Council determines it is necessary to expand the initial protections in order to promote housing stability and protect the health, safety, and welfare of those living within affordable housing units; and
- i. The tenant protections adopted as part of Section 12-912D are intended to be part of the health and safety covenants in Minnesota Statutes, section 504B.161, subdivision 1(a)(4) and as additional conditions provided for by ordinance as acknowledged in subdivision 4 of the same statute.

Article II. Brooklyn Center City Code, Section 12-201 is amended by adding the following definition and renumbering the subsequent definitions as needed:

Just Cause – any of the bases listed under Section 12-912D(5) upon which an owner of an affordable housing building may terminate tenancy.

Article III. Brooklyn Center City Code, Section 12-912D is amended by adding subsections 12-912D(4), 12-912D(5), and 12-912D(6) as follows, and renumbering the subsequent subsections as needed:

4. Pre-Eviction Filing Notice. Except as provided otherwise in this subsection, an owner of an affordable housing unit shall provide at least 30 days’ written notice to a tenant prior to filing an eviction action on the basis of either: (a) an alleged non-payment of rent; or (b) an alleged material breach of a lease.

a. Notices for Non-payment of Rent. For an allegation of any non-payment of rent, the notice shall, at a minimum, include the following information:

- (1) The name, mailing address, and telephone number of the person authorized to receive rent and fees on behalf of the owner;
- (2) The total amount of money due and owing to the owner by the tenant;
- (3) A specific accounting of the money due and owing to the owner by the tenant, including any past due rents, any late fees, and any other charges; and
- (4) The deadline by which the total amount due and owing to the owner by the tenant shall be paid to avoid an eviction action, which shall be no earlier than 30 days from the date on which the notice is delivered.

b. Notices for Material Breach of a Lease. For an allegation of a material breach of a lease, the notice shall, at a minimum, include the following information:

- (1) The name, mailing address, and telephone number of the owner;

- (2) A description of the specific conduct that the owner alleges is a violation of the lease, including the dates of the violations and the persons who committed the alleged violations;
 - (3) Identification of the specific clause of the lease alleged to have been violated;
 - (4) Notification that the tenant has the right to correct the alleged breach;
 - (5) Notification of how the tenant may correct the alleged breach;
 - (6) The deadline by which the alleged breach shall be corrected to avoid an eviction action, which shall be no earlier than 30 days from the date on which the notice is delivered; and
 - (7) A copy of the lease attached to the notice.
- c. Exception for Expedited Eviction Actions. For an expedited eviction action filed pursuant to Minnesota Statutes, section 504B.321, subdivision 2, the owner shall provide the notice required by Section 12-912D(4)(d) at least three days in advance of filing the eviction action.
- d. Additional Notice Requirements. All notices under this subsection shall also include the following information:
- (1) Notification that the tenant may be evicted if they do not pay the past due rent or correct the alleged breach of lease by the deadline, as applicable;
 - (2) Information about accessing rental assistance by calling 211 or visiting <https://www.211unitedway.org/>; and
 - (3) Information about accessing legal help by visiting the Law Help Website at <https://www.lawhelpmn.org/>.
- e. Delivery of Notice. The owner, or an agent for the owner, shall deliver any notice required by this subsection personally or by first-class mail to the address of the affordable housing unit. Such notice may, in addition to but not in place of personal delivery or delivery by first-class mail, be delivered to any email or other electronic means to the tenant at the tenant's email address or electronic account.
- f. Enforcement. In addition to any other remedy available at equity or law, failure to comply with the provisions of this subsection may result in adverse rental license actions, the imposition of administrative fines, or other penalties as provided in law.
- g. Waiver Not Allowed. The parties to a written or oral lease of an affordable housing unit shall not waive or modify the requirements imposed by this subsection. Any such waiver provision that may exist in a lease is not enforceable.

5. Just Cause Notice of Nonrenewal of Lease to Tenants.

- a. Just Cause Notice. An owner of an affordable housing unit shall not issue a notice of nonrenewal of tenancy, refuse to renew, or issue a notice to quit unless the owner is able to establish one or more of the following grounds for such action:
- (1) Non-payment of Rent. The tenant fails to pay all monies owed to an owner after receiving a written notice of non-payment from the owner;
 - (2) Material Non-Compliance. The tenant fails to cure a material breach of the lease after receiving a written notice from the owner;
 - (3) Refusal to Renew. The tenant refuses to renew or extend the lease after the owner requests in writing that the tenant do so;
 - (4) Occupancy by Property Owner or Family Member. The owner, in good faith, seeks to recover possession of the unit so that the owner or a family member may occupy the unit as that person's principal residence;
 - (5) Building Demolishment or Conversion. The owner either:
 - (i) Elects to demolish the building in which the affordable housing unit is located, convert it to a cooperative, provided the owner complies with the provisions of Minnesota Statutes, chapter 515B, or convert it to non-residential use, provided that the owner shall obtain all permits necessary to demolish or change the use before terminating any tenancy;
 - (ii) The owner seeks, in good faith, to recover the unit to sell it in accordance with a condominium conversion, provided the owner complies with the provisions of Minnesota Statutes, chapter 515B; or
 - (iii) The unit is being converted to a unit subsidized under a local, state, or federal housing program and the tenant does not qualify to rent the unit under that program;
 - (6) Rehabilitation and Renovation. The owner seeks, in good faith, to recover possession of the unit that will render the unit uninhabitable for the duration of rehabilitation or renovation;
 - (7) Complying with a Government Order to Vacate. The owner is complying with a government agency's order to vacate, order to abate, or any other order that necessitates the vacating of the unit as a result of a violation of City Code or any other provision of law including, but not limited to, Section 12-911 related to conduct, disorderly activities, or nuisances; or

- (8) Occupancy Conditioned on Employment. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated.
- b. Owner Responsibilities. Any lease for an affordable housing unit shall include just cause notice language as follows:
- "The landlord under this lease shall not unilaterally terminate or attempt to terminate the tenancy of any tenant unless the landlord can prove that just cause exists. The reasons for termination or nonrenewal of tenancy listed in the City of Brooklyn Center's Just Cause Notice (Section 12-912D(5)), and no others, shall constitute just cause under this provision."
- c. Nonrenewal Notice Requirements. An owner providing a notice of nonrenewal of a tenancy to a tenant of an affordable housing unit shall: (1) comply with all notice requirements under the lease and applicable law; (2) include in such notice a written statement of the reasons for the nonrenewal and the facts in support of those reasons, and (3) maintain documentation totaling the number of notices of nonrenewal issued by the owner.
- d. City Right to Inspection of Nonrenewal Notices. Within ten days of any request by the City, the owner of an affordable housing building shall provide to the City copies of its documentation totaling the number of notices of nonrenewal issued by the owner.
- e. Application. This Section applies to every lease, written or oral, for an affordable housing unit.
- f. Waiver Not Allowed. The parties to a written or oral lease of an affordable housing unit shall not waive or modify the requirements imposed by this subsection. Any such waiver provision that may exist in a lease is not enforceable.
6. Private Enforcement of Tenant Protection Ordinance. Any tenant or former tenant of an affordable housing unit harmed by an owner's violation of this Section 12-912D may bring an action against the owner in district court. Such person shall be entitled to all remedies available at law or in equity including, but not limited to, damages and injunctive relief. Any plaintiff that prevails in such action may be awarded reasonable attorney's fees and expenses.

Article IV. Brooklyn Center City Code, Section 12-1401 is amended by adding the double-underlined language and deleting the ~~stricken~~ language as follows:

Section 12-1401. SEPARABILITY. Every Section, provision, or part of this Ordinance Chapter is declared separable from every other Section, provision, or part to the extent that if any Section, provision or part of the Chapter shall be held invalid, it shall not invalidate any other Section, provision or part thereof.

Article V. Severability. Should any section or part of this ordinance be declared by a court of competent jurisdiction to be invalid, such decision will not affect the validity of the ordinance as a whole or any part other than the part declared invalid.

Article VI. Effective Date. This ordinance shall become effective after adoption and upon thirty days following its legal publication.

Adopted this 28th day of February, 2022.

Mike Elliott, Mayor

ATTEST: _____
City Clerk

Date of Publication: March 10, 2022

Effective Date: April 9, 2022

(~~Strikeout~~ indicates matter to be deleted, double underline indicates new matter.)