

Opinion

Wendy Metcalfe
VP Content & Editor in Chief

John Breunig
Editorial Page Editor

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WHERE I STAND

'Just Cause' eviction plan will backfire

By Christopher P. Reilly

The debate over housing policies — rightly — has taken center stage at the State Capitol, thanks to Gov. Ned Lamont's rallying cry to boost Connecticut's supply of quality, affordable living that works for every budget.

We couldn't agree more. The Connecticut Apartment Association (CTAA), my company and our fellow members are housing providers, representing more than 67,000 apartment homes in Connecticut. We work every day to help Connecticut's individuals and families find — and stay in — quality, affordable rental living. Success for us is creating stable, safe communities and having residents renew their leases when they come to an end.

That is why we are sounding the alarm over a proposal that would destabilize apartment living and undercut the supply of housing when Connecticut needs it most.

No housing provider or renter wants to be in an eviction situation, yet there are times when a landlord needs to send a nonrenewal notice at the contracted end of a lease. Sometimes, this is because a tenant violates the lease agreement by repeatedly not paying rent on time or creating a situation that is unsafe, disruptive or threatening to the residents or staff of the apartment community. An apartment owner may also need to make renovations or refurbish the building.

These are called "lapse-of-time" non-renewals — and they are rare.

According to 2023 data from the Connecticut Judicial Branch, lapse-of-time non-renewals are a small percentage of total evictions, used only 11 percent of the time in Bridgeport, 7.7 percent in East Hartford, 8.2 percent

in Hartford, 8 percent in New Britain, 17 percent in New Haven, 12 percent in Norwalk, 11 percent in Norwich, 7.7 percent in Stamford and 9 percent in Waterbury.

A lease is a contract — with a mutually agreed start and end date. When a lease ends, both parties have the opportunity to choose whether to renew it. Yet some legislators want to effectively rewrite every lease contract to say that "just cause" must be shown before a landlord can opt not to renew a lease.

This idea will backfire on the people in Connecticut's apartment communities it seeks to protect.

Housing providers rely on lapse-of-time non-renewals to protect their communities from disruptive and dangerous situations created by some residents, ranging from improper or illegal activity to damaged property, illegal substance use and other lease violations that — without action — present unsafe conditions for those who live and work there. In some cases, lapse-of-time is the only available last resort, and taking it away will hinder landlords from making essential decisions for the safety, upkeep and improvement of our properties.

This would compromise the quality of today's available rental housing and may discourage property owners from staying in or entering the rental market or investing in additional properties, diminishing the housing supply, worsening existing shortages and driving up rental prices.

Vermont Gov. Phil Scott vetoed a similar bill in 2022 — calling out its doubly dangerous impact of violating contract and property rights and shrinking the state's supply of affordable housing.

"By eliminating a property owner's

ability to end a lease agreement at the time of the mutually agreed upon end date within a lease, this 'just cause eviction' law effectively creates the potential for perpetual tenancy, undermining private property rights and a foundational principle of choosing to rent your property."

He went further: "By making it exceedingly difficult to remove tenants from a rental unit, even at the end of a signed lease, my fear is this bill will discourage property owners from renting to vulnerable prospective tenants, or to rent their units at all. Instead, more preference will be given to renters with high credit scores, no criminal history and positive references from previous landlords, creating further disparity for Vermonters. This will increase both costs and inequity in the housing market."

Connecticut's apartment owners and operators want long-term residents and strive to avoid evictions where possible, as high turnover rates uproot families and are very costly for both parties involved.

Housing providers and residents have rights and responsibilities to one another, and we all need transparency and consistency in the renting process to foster strong relationships and trust. There should be accountability from both parties on lease compliance so everyone knows, is protected by and benefits from the rules. That's what lease contracts provide.

The legislature cannot erase the mutually agreed end dates of lease contracts. This is why we believe, despite the best intentions, there is no cause for "just cause."

Christopher P. Reilly is president of Lexington Partners LLC and a member of the Connecticut Apartment Association