

## CURE Renters Bill of Rights Draft 1

### The Lease

- Leases shall be written in a format and language that is easily understood by the tenant;
- Upon signing, tenants shall receive a copy of their rights and up-to-date contact information for appropriate departments with which to file any rights violation appeal;
- Landlords shall limit the length of the lease to no more than 5 pages long;
- Tenants shall receive a copy of contact information for city inspectors and preferred companies for maintenance and repairs;
- Tenants shall receive a copy of the lease and/or of their rights as tenants translated into their first language upon request and at the expense of the landlord or other party. The translated lease shall be presented prior to signing. Additional time taken between being offered the home/apartment and receiving the translated lease will not count against the tenant; the tenant's place shall be held so they can thoroughly review the lease before signing and without forfeiting being "next in line";
- Tenants shall receive a copy of their lease at the time of signing. Any time a new copy of the lease is requested (or any other documents of communication between landlord and tenant) it shall be given within 3 business days.

### The Application and Background/Credit Check

- Security deposits shall not exceed 50% of monthly rent;
- Landlords cannot charge a "middleman fee" on applications;
- Any application fees shall be refunded if tenant is not approved;
- Tenants shall be given a copy of their background check they can bring to other management companies with which they are applying (within 90 days);
- Five years shall be the maximum time period in which a landlord may look into a tenant's past rental and criminal history;
- Unlawful detainers shall be expunged from a tenant's record if they were settled or found not guilty;
- Landlords shall look only at current/recent history of income only (no credit checks).

### The Deposit/Move-In Inspection

- Landlords will not deduct from tenant's deposit if maintenance requests were made before move out. Deductions will only be made for damage done by the tenant and not for regular wear and tear;
- Tenants shall have 2 weeks to assess their rental unit and record any damages before turning move-in inspection documentation to landlord;
- Move-in inspection and documentation process shall be standardized across the city so expectations for documentation, storage, access, etc. are consistent for all properties. A maintenance request system shall also be standardized;
- Tenants shall receive 5% interest back on their deposit;
- The move-out inspection from previous tenant shall be disclosed to the new tenant as starting point for their move-in inspection, citing any complaints or unresolved maintenance issues;
- A tenant has the right to call for inspection at the time of move in by an outside agency (at the expense of landlord or other party) to guarantee the space is habitable, up to code, and thoroughly cleaned at the time of move in.

## Health and Safety

- Repair & Deduct: if landlord does not comply with repair/maintenance requests in a reasonable time, tenant will make the repair and deduct costs from the next month's rent; the landlord may provide a list of preferred companies to make repairs for tenant to choose from;
- Each tenant deserves to move into a space that is clean, safe, and accessible. A tenant shall have the right to call for inspection at the time of move in by an outside agency (at the expense of landlord) to guarantee the space is habitable, up to code, and thoroughly cleaned at the time of move in. Tenant may call for a surprise inspection of their units/buildings at any time.
- Tenants have the right to publicize citations, non compliance, other violations by landlord. If a tenant has a bad rental history, landlords can find out. Tenants deserve to have the same information about the people they rent from;
- Any three-day notices to vacate during winter months shall be expanded to 60 days;
- Any tenant living with a disability (or who becomes disabled during the lease term) who requires that their living space be made accessible as per reasonable request should have it made so at the expense of a landlord or other party.

## Rent Payment

- All tenants have the right to pay no more than 30% of their monthly income on rent;
- If a tenant is exchanging labor for full or partial payment of their rent, they shall be compensated at a rate of \$15/hour during the time that they are working. If this amount exceeds the cost of rent in a month, the tenant shall be reimbursed the amount that they worked past the rent amount;
- The rent cannot be raised within the lease term indicated in the lease. There shall be no clause in the lease negating the terms defined by the lease i.e. lease term, rent amount, etc.
- Active Duty military have the right to have housing paid while deployed, with their lease length extended to at least 60 days past return from deployment;
- Tenants shall have the right to split rent and pay in multiple installments so long as the amount paid is equal to the monthly rent and is paid before the rent is due (If rent is due May 1st, tenant can pay multiple payments in April that add up to the total rent);
- Tenants shall have the right to postpone rent payment for an agreed upon period of time when hardship occurs at cost of another party or subsidy. Instances such as: unable to work due to illness/injury, illness/injury of a family member, childbirth, domestic violence, etc.;
- There shall be no third party fees for rent payment through the use of credit cards, bank drafts or other non-cash payment means;
- There shall be an on-site rental payment deposit box that is accessible to all tenants, 24 hours a day 7 days a week;
- A landlord shall not charge a late fee for rent within 5 business days of the due date;
- There shall be limitations set as to how much a landlord can charge for late fees on their rent equal to 3% of the tenant's monthly rent.

#### Eviction and/or Termination of the Lease

- The landlord may not terminate/not renew the lease during the time they are involved in a legal dispute with their tenant unless the terms of the lease (signed prior to the legal dispute) clearly defines the end of the lease falling during the time the legal dispute happens to take place and the landlord and/or tenant has a legitimate reason to nonrenew and landlord gives proper notice of nonrenewal;
- If landlords serve a pay or quit notice, tenant shall be given two additional weeks to pay rent before getting an eviction notice;
- Landlords shall be required to give a permitted reason for non-renewal of lease and must give a notice of their decision citing the permitted reason with a minimum of 60 days prior to the date of move out;
- If a landlord is raising the rent at the end of the lease term, tenant shall be notified a minimum of 60 days in advance of the new cost. Rent raises shall not exceed 5%;
- Tenants shall be given equal right to terminate a lease with noncompliant landlords for permitted reasons (breach of contract, not addressing repairs, housing has become inhabitable, etc.);
- Relocation Benefits: If a tenant is forced to relocate without cause (landlord's license is revoked, etc.) or if rent is increased more than 5% at the end of lease term, landlords shall be required to pay relocation benefits at a cost of 3x the tenant's new monthly rent (or 3x current rent, whichever cost is lower);

#### Other Protections

- Tenants shall have the legal right to representation (such as a court-appointed public defender) in court;
- Tenants shall have the right to an interpreter in any dispute with landlord at the expense of landlord or other party;
- Tenants have the right to use designated outside property to cultivate pollinating plants, food plants, medicines, etc. and compost in order to create more life-sustaining communities;
- Any tenant who speaks/acts out against unjust policies/actions and malpractice at the hands of their landlord (including seeking legal representation or guidance) shall be protected from the landlord using this as reasonable cause to non-renew, evict the tenant or terminate the lease for any reason.

These rights—upon being implemented and enforced by our governing bodies—will alleviate some of the discrimination in housing, break down common barriers that exclude prospective tenants from renting, reduce the homeless population, guarantee our natural rights to inhabit this planet and sustain our own lives and the lives of those who are most vulnerable (children, elderly, etc.), improve the quality of life in our city, and hold all parties (management, property owners, governing bodies, and tenants) accountable for their actions.