

## **Building Owners Recommended Amendments**

### **A. Sec. 42-802 – Exclusions**

Remove Sec. 42-802.A.7a-7d and replace with the following:

Sec. 42-802.A.7 – A residential unit that is a single-family home, including a single condominium unit, provided that the owner is not a corporation.

### **B. Sec. 42-804 – Rental Agreements**

Sec. 42-804.F.9. – Late Payment Fees. A cap of 5% of the monthly rent is acceptable and serves as a disincentive, but not an excessive one, to paying rent late.

Sec. 42-804.F.9. – Simplify late fee charges to no more than \$25 for leases up to \$1000/month and no more than \$50 for leases greater than \$1000/month. The language as currently written provides for late fee limitations that are so low as to have little effect in ensuring timely payment of rent, which harms not only the property owner but also the tenant. In addition, the calculation included will require more time involved in both individual lease customization and in billing for late charges – and increases the possibility of a calculation error which significantly increase a property owner's exposure to a lawsuit. In this case, certainty and defined dollar amounts are better.

Sec. 42-804.G. – Simply mirror the language from sentence 1 in sentence 2. This is easy, straightforward, and reflects the legislative intent that provisions in violation of the ordinance not be actually enforced against tenants, while still protecting against creating an unintended opening for lawsuits based on language of existing leases as these leases are phased out over time – which is a real risk to apartment providers of all sizes – and probably especially to smaller 2-flat to 6-flat owners in the community who typically rely on drug-store or stationary-store purchased leases.

Sec. 42-804.H. – Apply the ordinance to leases “executed” after August 1<sup>st</sup>. Rather than “starting” after June 1 to keep property owners from being in immediate violation upon adoption, and to provide time to educate property owners, property managers, and tenants regarding the changes. Leases for June and July, and some for August, have already been executed.

**C. Sec. 42-805 – Tenant Rights**

Section 42-805 E.1.b. – Insert “as in the case of a holdover tenant, against.” This provides an example of the circumstance envisioned in the existing language, clarifying a situation that is out of the property owner’s control due to existing legal protections for current and holdover tenants.

**D. Sec. 42-809 – Landlord Remedies**

Sec. 42-809.C.2.a. – Change 60 to 75 days. This will allow a two-week window between renewal and non-renewal notification timelines.

**E. Sec. 42-810 – Landlord Obligations**

Sec. 42-810.C.1.a. – Change “Any code violations” to “Any pending violation”, or;

Sec. 42-810.C.1.a. – Insert “active. To clarify that the notification requirement is for any code violations that may be active at that time, rather than ones that may have already been addressed.

**F. Multiple Sections**

Changes of “Shall” to “May” in the following sections: Section 42-810: C.2; D.7; E.2; F.5; G.4; and I, Section 42-811: M.1; M.2, Section 42-812: B.1; B.3, and Section 42-813 B. These provide for judicial discretion in the application of fines, and particularly in the assessment of large attorney’s fee judgements for nominal or picayune technical violations. This change also accommodates your thought about landlords giving up similar “attorney’s fee” provisions within leases – which are also prohibited by the language of the ordinance – and provides more equal treatment without inviting frivolous, but potentially crippling lawsuits.