

Municipal Housing Law Enforcement in Chicago: Eviction and Just Cause Ordinances

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Table of Contents

I.	Introduction.....	3
II.	Overview.....	5
III.	Eviction.....	5
IV.	Just Cause Ordinances.....	10
V.	Conclusion.....	18
VI.	References.....	20
VII.	Appendix A: 2018 Chicago Just Cause Ordinance.....	22

MISSION STATEMENT

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ACKNOWLEDGEMENTS

I. Introduction

In 2016, just a twenty-minute drive from the University of Chicago's Regenstein Library, Krystal Horton was stripped of the right to her home, her family's safe haven, and the symbol of all she had overcome in life. Horton, a single mother who had been working as a full-time certified nursing assistant ever since her father died of ALS saw her two-bedroom apartment in Chatham, a neighborhood in Chicago's South Side, as a refuge for her children to call home and the vindication of all the hardship she had faced. She had gotten married out of high school and divorced shortly after, dropped out of college after getting pregnant with her first child, fought her exes for years over their refusal to pay child support, and had to pay for reconstructive surgery after a life-threatening bite on her face from her beloved pet dog. Nonetheless, she maintained her spirit of optimism and determination to provide the best life possible to her children. Krystal Horton said to her, the apartment meant "independence. That I could do it as a single parent, even with all the struggles I had going on, that I could provide for my family, put a roof over our heads. It gave me sunlight to a brighter future."

It wasn't perfect, but to Horton, then 34, the Pangea owned property was home. Horton described the outside of the building as "immaculate" and the crenelations on the roof and neatly trimmed flower beds gave the building a stately appearance. Though the interior was spacious, with hardwood floors, and sources of natural light, it had its fair share of defects. The toilets clogged easily and heavy rainfall would cause mold and cracks in the wall. She called her landlord several times to send a repairman to address these concerns, for fear it would agitate her son's asthma but the repairman would never do more than spray paint over the mold. Her main safety concern was the frequently broken property gates for fear that her daughter's father, who would eventually plead guilty to punching her eleven-year-old son. Krystal Horton, a woman of color who is a single-mother fleeing domestic violence, fits the prime demographic targets of eviction.

Around the time of her daughter's birth in 2015, Horton lost her job and began to freelance, driving around the city of Chicago caring for dying people in their homes. In April 2016, her car, the source of her family's livelihood, required \$2,000 worth of repairs to fix a broken transmission. Krystal was unable to pay the \$717 monthly rent for April and worked out an agreement with her property manager that allowed her to pay the amount she was able to at the beginning of May and take the time she needed to catch up on the remainder of her payment. However, this property manager was soon replaced and the new property manager did not accept partial payment. An eviction case was filed against her May 20th and a month later a private detective arrived at her doorstep with a summons addressed to someone else at a Pangea owned building a mile away. After Horton pointed out the error, the detective told her to go to court regardless; despite Illinois state law affirming that a summons that is not addressed to them or anyone at the same address over the age of 13 is not considered a summons.

Horton was determined to fight her eviction, but she had neither the time, nor the capital to fight the legal battle against her wealthy landlord. Despite filing four separate motions and attending several hearings, Horton's fate was sealed when she arrived fifteen minutes late to an early morning June hearing. She had no one to watch her children, so she brought both of them to the courthouse. After struggling to push her daughter's stroller through the x-ray machine, she lost even more time rushing up to the childcare center on the thirteenth floor of the building only to learn that her one-year-old daughter was too young for the caretakers to look after. After jumping through all the hoops, Krystal found that a trial had been conducted without her. The court ruled that she would be evicted and if she did not vacate her property on time deputy sheriff's deputies would remove her family from their home by force. The judgment marked on her credit history that she owed her landlord \$2,241 which would make it more difficult for her to secure alternative housing. In the midst of a long, drawn out legal process, on August 24th, the day after Krystal had filed her fourth motion pending trial, she returned home from work to find a neon-green no-trespassing sign on her door and soon discovered that her locks had been changed.

Her landlord gave her a two-hour window the next day to move out of her fully furnished apartment. In addition to the money she lost being forced to hire movers last minute, Horton recalls

"I was able to get a good half of my things out but I lost lots of my clothes, my ironing board, a lot of my son's toys, furniture, a high chair, my TV. I had a whole fridge full of food, pots and pans, silverware. Two big containers of Legos my son had saved up for eight years. I had two totes full of scrubs. . . ."

She estimates the total cost of her material losses reaches at least \$5,000. She had to leave mattresses and furniture in the hallway and tried to return the following day to retrieve her belongings but was unable to contact the property manager.

What confused Krystal Horton most about the ordeal was why her large scale corporate landlord would take her to court over two months of back-rent when they could certainly afford to be more lenient. To give a sense of the scale of Pangea's real estate domination, Horton describes, "On my block alone they had my building, the building across the street, on the corner, on the next corner. They had a block radius of apartments on the block in Chatham where I lived."

II. Overview

This paper will provide a legal definition of eviction, a data-driven analysis of the impact of eviction in Chicago, and case-studies of big time landlords in various cities. Ultimately, it is stories like Krystal's and the myriad of others facing eviction that offer a true definition. Eviction is the names, and the faces, and the stories of everyday Americans who lose their homes to profit driven, often faceless and corporate, landlords. Krystal's story is the reality for millions of Americans, but this does not have to be the case.

In our analysis, we explore the use of just cause ordinances. A just cause ordinance prohibits evictions that are not specified as legitimate grounds for eviction in the ordinance . Popular causes include: failure to pay rent, failure to abide by lease requirements, owner move-in, and owner seeking to permanently remove units from the housing market. Existing research has shown just cause ordinance to be effective in preventing wrongful evictions and disproportionate eviction rates among minorities. For example, we found that in cities in California with a Just Cause Ordinance implemented like East Palo Alto, Glendale, Oakland, and San Diego, eviction and eviction filing rates were significantly lower compared to surrounding cities in California.

Specifically looking at the city of Chicago, we saw that some of the housing issues Chicago currently faces mirrors the housing issues of other cities that have passed a Just Cause. For example, in Chicago eviction rates are higher for women of color and eviction rates have increased with the gentrification of several neighborhoods. Because of the combination of Chicago's circumstances and the effects of a Just Cause in similar cities, we believe that passing a just cause ordinance would be effective in combating wrongful eviction within Chicago.

In addition to reviewing legal precedent, we conducted an interview with Ald. La Spata. In the interview, we asked questions such as *What cities is the 1st Ward office looking to as a basis for eviction reform policies in Chicago?* and *Would Just Cause Ordinances be effective in Chicago?* In this conversation, we found that the current administration of Chicago recognizes the urgent need to change current eviction practices and would ultimately support the adoption of a Just Cause Ordinance.

III. Eviction

The legal definition of eviction is “the dispossession of a tenant of leased property by force or especially by legal process” but this definition fails to encapsulate the personal meaning of what it means to lose a home.

The data surrounding evictions in the United States can be difficult to navigate. The accessibility of eviction data is highly specific to the locality in question. . Moreover, evictions often do not take place in an official capacity, skewing the tenant landlord power dynamic in favor of the latter and complicating research efforts.

In spite of these complications this report will endeavor to answer:

(1) What is the standard eviction process?

Through a broad review of real-estate law (as specific practices can vary by state) the report tracks the general legal process of eviction. In this subsection it is revealed that at every step of the process the landlord holds power and discretion. This has been the case since the 18th century when economist Jean Baptiste Say observed that “the landlords operate a certain kind of monopoly against the tenants.”

The discretion that landlords have over formal and informal evictions, renders all the more crucial that we research the inherently unbalanced power dynamic between landlords and tenants. The landlord’s monopoly that Say illustrates is intensified by the twenty-first century trend of large-scale business landlords, which have quite literally monopolized the rental market. We must therefore research:

(2) What are large-scale landlords and how did they arise?

Reports from the Department of Housing and Urban Development, City Lab, and the Phoenix Business Journal, allowed us to outline the characteristics of large-scale landlords and situate their rise in power within the historical context of the Great Recession of 2008 and the trend of real-estate rental over ownership that followed.

Given the state-based variations among real-estate law, we investigated:

(3) How influential are large-scale landlords in New York City? (4) How influential are large-scale landlords in New Haven? (5) How influential are large-scale landlords in Chicago?

New York and Chicago provide case-studies of large-scale landlord practices in major cities and the parallels between them reveal truths about the nature of how industrialized landlords frame their missions and affect the lives of their tenants in a manner that is inconsistent with their purported goals of revitalization.

New Haven provides a model of accountability and transparency for large-scale landlords, based on the demands that the institutional landlords answer to city government’s requests for information. This example of government holding business landlords to task has the potential for implementation in larger cities with real-estate markets dominated by large-scale landlords.

I. Existing Research:

What is the standard eviction process? Standard Formal Eviction Procedure

Evictions are landlord initiated involuntary moves, unlike foreclosures in which a bank or lending agency repossess a home. As will be evident in later sections of this paper, specifics of the eviction processes are contingent on the state in which they take place, though the general process is similar across state lines.

The formal eviction process begins when the tenant is issued an eviction notice. This notice can either be an eviction notice with cause, which stipulates that some part of the rental contract or lease agreement has been violated. In some states, landlords can also issue an eviction notice without cause, in which the tenant is directed to leave their home despite no evidence of violating their agreement with the landlord.

Once a tenant has been served an eviction notice, if it is within their means they can either comply with the notice and move out or fix the defect that is the source of the landlord's complaint (if it is an eviction notice with cause). If the tenant continues to reside in the rental property, the landlord will generally file a lawsuit, referred to as an unlawful detainer suit, to advance the formal eviction proceeding.¹

In most states, evictions take place in civil courts where renters do not have the right to an attorney if they cannot afford one. Given the financial and time constraints associated with this trial process, most renters do not appear before eviction court. As a result, they receive a default eviction judgement or an eviction judgement ordering them to vacate their home by a specified date, as long as the landlord is present in court or sends a representative on their behalf. Though a common method of resolution, these judgements are not the only outcomes for eviction cases. The case could be ruled in favor of the defendant or a mediated agreement, known as a settlement or stipulation, can be reached between the two parties.

If a settlement is reached, it includes terms that the renter must meet. If the tenant meets the terms their case is dismissed and if they fail to do so, an eviction judgement can be carried out. If the evicted party in any instantiation does not leave their home by the date specified by the court, the landlord can file a writ of restitution, permitting law enforcement to forcibly remove families and their property from the home.²

What are large-scale landlords and how did they arise?

As of 2015, there were an estimated 48.5 million rental properties in the United States. Of these, 25.8 million are owned by business entities including partnerships, limited liability companies, and limited liability partnerships.³ The exact number of large-scale (business owned) landlords in the United States is unknown but based on the 2015 Rental Housing Finance Survey, it is estimated that there are fewer than 1 million business-entity landlords, each of which likely owns

¹ <https://realestate.findlaw.com/landlord-tenant-law/tenant-eviction-what-you-should-know-as-a-renter.html>

² <https://evictionlab.org/why-eviction-matters/#what-is-an-eviction>

³ <https://www.huduser.gov/portal/pdredge/pdr-edge-firm-asst-sec-061118.html>

an average of more than 20 units but many amass hundreds of home-units.⁴ After the Great Recession of the early 2000s, corporate leaders in the “alternative investment industry” spent \$20 billion purchasing foreclosed property and converting them to rental properties.

The transition from ownership to rentership in areas that were predominantly populated by low-income and minority families⁵ presents an opportunity for landlords to threaten housing stability and quality in already struggling neighborhoods and undercuts efforts to recover from the 2008 financial crisis. Institutionalizing the rental market means that corporate landlords are looking out more for their bottom-line than the safety and well-being of their tenants. Corporate landlords are more difficult than individuals to hold accountable and may have a conflict of interest in which they prioritize returns for their shareholders and investors in the form of rental bonds over the interests of the neighborhoods and people their property serves.⁶ The political alliances and trade groups formed by corporate landlords further complicate their duties to their tenants.⁷ The corporatization of landlords poses a threat to the power balance between renters and their landlords.

How influential are large-scale landlords in New York?

New York’s real estate scene is dominated by large-scale landlords. Research conducted by City Lab regarding the distribution of housing unit ownership reveals 27% of apartments in the city (approximately 630,000 units) are owned by large-scale landlords. City Lab defines “large-scale landlords” as landlords with a portfolio of over 61 buildings. New York’s top five largest landlords include Related Companies, The LeFrak Organization, Blackstone Group, Cammeby’s International, and A&E Real Estate Holding own major real-estate portfolios with residential buildings from the newly opened Hudson Yards to the South Bronx.⁸

Data regarding landlord evictions follows suit. Large-scale landlord’s evictions of their tenants in the City is ten times higher than small-scale landlords (who only own one building)⁹. Multiple New York large-scale landlords shared a similar vision to Pangea (Chicago’s largest real estate landlord) in which they hoped to invest in the revitalization of housing infrastructure and housing markets in traditionally disenfranchised communities. New York’s tenants in predominantly Latino neighborhoods have particularly witnessed the disproportionate power of the large-scale landlords in “driving out long-term working-class residents” through their ambitious business plans which lack regard for the communities afflicted by them.¹⁰

⁴ Ibid.

⁵ <https://www.citylab.com/equity/2013/08/blacks-really-were-targeted-bogus-loans-during-housing-boom/6559/>

⁶ <https://homesforall.org/wp-content/uploads/2014/07/corp-landlord-report-web.pdf>

⁷ <https://www.bizjournals.com/phoenix/news/2014/03/26/nation-s-four-biggest-institutional-landlords-form.html>

⁸ https://therealdeal.com/issues_articles/rentopoly-who-owns-new-york/

⁹ <https://www.citylab.com/equity/2019/06/new-york-state-rent-control-real-estate-landlords-evictions/592219>

¹⁰ Ibid.

How influential are large-scale landlords in New Haven?

New Haven as a case study for accountability efforts:

Three alders in New Haven have called for increased transparency from institutional landlords in the city and requested a public hearing to hold local real estate giants accountable for their concentration of power in the affordable housing sector and quality of living therein. The alders note that the majority of the city's affordable housing is owned by a small number of companies, but cite difficulties in ascertaining the exact proportion given that large scale landlords often purchase properties through shell companies and separate LLCs. This lack of transparency impedes efforts to hold renters accountable to their tenants, research city conditions, and address blight on a city-level.¹¹ These and other initiatives for landlord accountability and tenant well-being may serve as models for other, larger cities with real estate markets dominated by corporate landlords.

How influential are large-scale landlords in Chicago?

Every year, 1 in 25 Chicago tenants face housing eviction. Per Chicago housing policy, landlords have the power to terminate a tenant's lease with as little as 30 day notice. 2010-2017 data reveals, on average, only 11% of tenants have proper attorney representation in court in comparison to 79% of landlords.¹² As a result of a lack of transparency regarding eviction court records, it is likely these reports under-represent the number of forced displacements. The city's eviction filing rates disproportionately affect predominantly African American neighborhoods (evictions in these neighborhoods are two to four-fold greater than other Chicago neighborhoods).¹³

One of Chicago's most profitable and prolific large-scale landlords, Pangea, with a revenue of over \$113 million, continues to file an unprecedented number of property evictions. Pangea's inception in 2009 by Al Goldstein and Steve Joung resulted from their vision to revitalize and restore housing infrastructure in Chicago's traditionally disenfranchised and economically-disadvantaged South and West side communities.¹⁴ Despite Goldstein and Joung's collective lack of knowledge surrounding the real estate industry, the two capitalized upon the opportunity for economic revival in Chicago's low-income neighborhoods following the significant financial hit to the housing industry in 2008. By 2011, Goldstein and Joung raised over \$180 million in multiple rounds of investment funding and by 2013, Pangea was recognized as the fastest growing company in Chicago.¹⁵

¹¹ https://www.newhavenindependent.org/index.php/archives/entry/large_landlords/

¹² <https://www.lcbh.org/news/more-23000-eviction-filings-year-chicago-open-new-door-housing-problems>

¹³ <https://eviction.lcbh.org/reports/chicagos-ongoing-crisis>

¹⁴ <https://www.forbes.com/sites/danalexander/2013/10/15/high-school-friends-rake-in-millions-cleaning-up-chicagos-south-side/>

¹⁵ <https://www.chicagoreader.com/chicago/chicago-evictions-pangea/Content?oid=70318054>

Pangea currently owns and operates 13,000 apartments--with the strategic growth goal of city expansion--reaching 30,000 units by 2023.¹⁶ Many eviction cases have arisen with Pangea at the helm of the real estate industry in Chicago which continue to challenge housing equity throughout the city. By 2019, Pangea had filed over 9,000 cases against their tenants. Data reports Pangea, since its inception, has taken as many tenants to court as the next four Chicago large-scale landlords combined.¹⁷ Pangea's image of restoring real-estate to improve Chicago's neighborhoods has become tainted through their eviction practices which pose challenges to housing security and the health of Chicago's neighborhoods particularly, South Shore, Chatham, Auburn, Greshman, Woodlawn, and Austin. Furthermore, Pangea is well known for "pay-and-stay" deals in which tenants sign away their right to a trial and their ability to withhold rent from a landlord's inadequate building management.¹⁸

IV. Just Cause Ordinances

A just cause ordinance is a law that prohibits landlords from arbitrarily ending rental agreements, outlining a defined set of reasons for which landlords can evict tenants.¹⁹ As outlined by those that have already been implemented across the country, the law lists just causes that include but are not limited to: failure to pay rent, failure to abide by lease requirements, owner move-in, and owner seeking to permanently remove units from the housing market. Just cause ordinances can serve as a crucial tool to protect tenants from no-fault evictions, preventing unwarranted displacement that disproportionately affects minority populations. In order to determine whether the implementation of just cause ordinances can have a positive effect in the city of Chicago, we will examine the following questions:

(1) How do just cause ordinances address the drivers of wrongful eviction? (2) Have just cause ordinances been effective in the cities where they have already been implemented? (3) Why did a proposed bill for a similar "Good Cause" Ordinance fail in Chicago? (4) Can a Just Cause bill be passed in 2020?

This report will begin with a review of just cause ordinances that are in effect across the United States. In addressing question (1), we make the evidence-based claim that existing just cause ordinances explicitly combat common causes for wrongful evictions, including those driven by arbitrary and/or discriminatory motives. In investigating question (2), we use existing research to make the case that just cause ordinances have made significant positive impacts on

¹⁶ <https://www.forbes.com/sites/danalexander/2013/10/15/high-school-friends-rake-in-millions-cleaning-up-chicagos-south-side/>

¹⁷ <https://www.chicagoreader.com/chicago/chicago-evictions-pangea/Content?oid=70318054>

¹⁸ <https://www.chicagoreader.com/chicago/chicago-evictions-pangea/Content?oid=70318054>

¹⁹ Effect of "Just Cause" Eviction Ordinances on Eviction in Four California Cities

cities across the country, regardless of city size or other variables. Our work on questions (3) and (4) analyze whether the success of just cause ordinances across the country can be replicated in Chicago, looking closely at the failed proposed bill as well as the new bill that is currently supported by the mayor and aldermen alike. The findings of the last three questions indicate that the passage of just cause ordinances appears to be a low-cost effective solution to the eviction crisis in the city of Chicago.

In order to accurately ascertain the effectiveness of just cause ordinances in cities across the country, we investigate their relationship to eviction and eviction filing rates since their implementation. This investigation is based on the findings of Julieta Cuellar's *Effect of "Just Cause" Eviction Ordinances on Eviction in Four California Cities*, which utilized a matched case model to compare the eviction statistics in four treatment cities in California, as well as eviction statistics in matched control cities that had not passed just cause ordinances. The study concluded that the cities that implemented just cause ordinances experienced lower eviction by 0.808 percentage points and lower eviction filing rates by 0.780 percentage points, compared to those that did not. Ultimately, we find that there is a statistically significant large negative difference between eviction, and eviction filing, rates before and after the passage of just cause ordinances in cities across the United States.

Given this proof of its effectiveness, we urge cautious optimism about the implementation of just cause ordinances as a tool to prevent the wrongful eviction of residents within the city of Chicago. This type of law can have a significant effect on the wrongful eviction practices that threaten disenfranchised communities.

Just Cause in Seattle

In Seattle, landlords are unable to evict their renters if the reason does not align with one of the 16 listed in their just cause ordinance. Examples of just causes include²⁰:

- Failure to pay rent within 3 days of receiving a notice to pay rent or vacate.
- The owner has notified the tenant in writing of overdue rent at least 4 times in a 12-month period.
- The tenant engages in criminal activity in the building or on the premises, or in an area immediately adjacent to the building or premises. The alleged criminal activity must substantially affect the health or safety of other tenants or the owner. An owner who uses this reason must clearly state the facts supporting the allegation.

²⁰Seattle Department for Construction & Inspections. "Information for Tenants." October 2018.

- Owner wishes to sell the property. There are specific restrictions to this cause. This requires a 90 day notice and only applies to single-family dwelling units, defined by City code as "detached structures that contain one dwelling unit and have a permanent foundation." If you live in a condo, apartment, duplex, triplex, or townhome, your landlord cannot use this as a just cause to end your rental agreement.
- Owner wishes to move into the property or have a family member move in. This requires a 90 day notice. Your landlord can be required by the City to certify (sign a sworn declaration) if they use this just cause and you suspect they do not intend to occupy your unit when you move out.
- Owner wishes to remodel, demolish, or change the use of the property. There are multiple causes for each of these scenarios.

Notably, Seattle's just cause ordinance applies to both verbal and written leases. This is significant because leases between landlords and renters are not always on written terms. While landlords sometimes take advantage of those who lack written contracts as a loophole to circumvent eviction laws, this is prohibited under Seattle Law.

It must be noted that just cause ordinances do not address all forms of displacement in Seattle. Landlords may raise rent in order to force those who cannot pay to move out. Therefore, the National Low Income Housing Coalition recommends that just cause ordinances be paired with rent control laws to prevent this from occurring. Furthermore, if a landlord does wish to sell, remodel, or demolish the property, which often happens during gentrification, the landlord must give the tenants 90-day advance.

Just Cause in California

Just Cause in California: What did they do?

In California, there has been a recent increase in eviction due to growing gentrification, predatory practices by real estate and finance intermediaries, and immigrant growth machines in places like Koreatown. *Effect of "Just Cause" Eviction Ordinances in Four California Cities*, a study published by Princeton University in 2019. Its author, Julieta Cuellar analyzed data collected by the Eviction Lab, a comprehensive dataset of evictions in the United States ranging from 2000 to the present. The study focused on four main cities: East Palo Alto, Glendale, Oakland, and San Diego. Ordinances were passed in these cities in 2010, 2002, 2003, and 2004, respectively.²¹ The Ordinances held similar reasons between all four eviction laws like failure to pay rent, a violation of the lease, illegal activities on the property, damage to the property, or withdrawal of the property from the rental market with proper notification.

Just Cause in California: What were the effects?

²¹Cuellar, Julieta. "Effect of "Just Cause" Eviction Ordinances on Eviction in Four California Cities."

To complete the study, the Eviction Lab compared these cities that passed a just cause ordinances with a control city that had not. The control city and the variable city had similar factors such as population, poverty rate, renter occupied, gross rent, household income, and rent burden. They found that there was a statistically significant difference in eviction rates between cities that had passed a just cause ordinance and cities that had not, suggesting that passage of a just cause eviction ordinance has a negative effect on eviction and eviction filing rates. Cities that implemented just cause eviction ordinances experienced lower eviction, by 0.808 percentage points, and eviction filing rates, by 0.780 percentage points, than those that did not. Given the budget limitations of many states and municipalities to fund other solutions to the eviction crisis, the passage of just cause eviction ordinances appears to be a relatively low-cost, effective policy solution.

Proposed Just Cause Ordinance

The Need for Just Cause in Chicago

Chicago is currently facing a similar set of issues as those targeted by Just Cause in Philadelphia and Seattle; particularly, the issue of eviction for the purpose of gentrification and development. Block Club Chicago found that in developing neighborhoods, “instead of being evicted for not paying rent, people are being forced to leave their homes as landlords and property investors sell, rehab and flip old buildings for profit.” Those evicted in these developing neighborhoods were often not given the proper 30-day notice. Furthermore, a majority of the evicted tenants do not have enough resources to get a lawyer or are undocumented immigrants. According to data compiled by the Lawyer’s Committee for Better Housing, of the 23,466 eviction cases filed per year between 2010 and 2017 in Chicago, only 11% of tenants had lawyers, while 79% of landlords had representation in court.²² Evictions were found to disproportionately target minority communities. Race and rental data from the American Community Survey indicates that, in Chicago, “16 of the 19 (84%) Community Areas with filing rates over 50% of the citywide rate of 4.1% were majority Black areas. In 2017, it rose to 23 of 25 (92%) areas when the citywide rate was much lower at 3.1%.”²³ It is also important to recognize that a history of evictions harms a renter’s credit report, making it difficult to relocate and secure stable housing.

Just cause ordinances have proven to be effective tools in the fight against wrongful displacement in cities across the United States. In Chicago, the issue of eviction for the purpose of gentrification demonstrates a clear need for such a tool. Just cause ordinances serve as a low cost solution to prevent landlords from terminating a lease purely for the purpose of development. The implementation of Just Cause would not only protect individual tenants, but also slow the rapid rate of development affecting neighborhoods like Logan Park.

²²“Chicago Evictions: Explore the Data.” Lawyer’s Committee for Better Housing. 2017.

²³“Opening the Door on Chicago Evictions.” Lawyer’s Committee for Better Housing. May 2019.

Good Cause for Eviction: Failure in 2018

In order to address the ongoing threat of wrongful eviction due to gentrification and development, the Lawyer’s Committee for Better Housing wrote and proposed a bill entitled *Good Cause for Eviction*. This bill, authored in 2018, was created with the intention of protecting renters “against unreasonable evictions, thereby maintaining the vitality and stability of Chicago neighborhoods.” The bill followed the precedent set by similar Just cause ordinances as passed in cities across the country, listing clearly defined “Good Causes” for eviction (*See Appendix A*). These causes included the following:

- Repeated late payment of rent. The renter repeatedly makes late payment of rent, no fewer than four times in a 12-month period.
- Material non-compliance. After receiving a written 10-day notice to cease from the landlord, the renter continues, without adequate cure: (a) to cause or create a material disturbance of the peaceful enjoyment of other renters at the property; (b) to deliberately or negligently materially damage the property; (c) to use the rental unit or other parts of the property for any criminal activity that either materially threatens the health, safety, or peaceful enjoyment of other renters at the property; (d) to wrongfully deny the landlord access to the rental unit three or more times in a 12-month period.
- Refusal to Renew. In all tenancies or rental agreements for a term of one year or more, after the rental agreement expires, the renter refuses to renew or extend the rental agreement within fourteen days after the landlord requests in writing that the renter do so.

Additionally, the bill attempted to set regulations for renter relocation assistance as well as notices for rental rate increases. Although *Good Cause for Eviction* addressed many of the factors contributing to the “housing crisis [that] exists in the city of Chicago,” as listed in the bill’s findings, it was ultimately met with fervent opposition from Chicago landlords, preventing its presentation to the City Council.

Chicago: Hope for Just Cause in 2020

With Lori Lightfoot assuming the Mayoral office in 2019, the new administration’s emphasis on progressive reform may facilitate better fair housing legislation and provide an opportunity for implementing Just Cause in Chicago. In a speech given in February 2020, Mayor Lightfoot recognized the importance of housing reform in breaking the cycle of generational poverty. She acknowledged that approximately 25% of tenants who are evicted in the city of Chicago are removed from their homes without a just cause and subjected to physical and mental stress. Lightfoot expressed her intention to support a “measure mandating ‘Just Cause evictions,’ preventing landlords from evicting tenants without justification with only 30 days’ notice.”²⁴

²⁴Cherone, Heather. “‘Poverty Is Killing Us — All Of Us’: Lightfoot Pledges To End Generational Poverty.” Block Club Chicago. 17 February 2020.

This commitment on the part of Lightfoot represented a major breakthrough for the city of Chicago.

Mayor Lightfoot's explicit support of Just Cause has most likely come in response to an increasing trend of gentrification-fueled displacement along Humboldt Park and the western portion of The 606's Bloomingdale Trail in Logan Square. According to DePaul University's Institute for Housing Studies, home prices along the western portion have gone up 344% since 2012. This rapid development has spurred the recent approval of a six-month ban on demolition permits along the trail as requested by Aldermen Ramirez-Rosa and Roberto Maldonado.²⁵ This ban began on February 1 and was passed to allow local leaders the time needed to craft long term policy solutions.²⁶ However, such a ban is only a short term solution to this spike in pricing and development. Alderman Daniel La Spata, alongside a group of Aldermen who have recognized the effects of "invisible evictions" within regions such as Logan Square in La Spata's 1st Ward, are attempting to draft a more long-term solution in the form of a Good Cause Ordinance.

New Good Cause Ordinance Draft: Interview with Ald. La Spata

In order to gain a better understanding of the Good Cause/Just Cause Eviction Ordinance that is currently in progress, we conducted an interview with Ald. La Spata. Researchers at the Paul Douglas Institute reached out to Ald. Daniel La Spata's policy director, Nicholas Zettel, who initiated contact with the Alderman and allowed for the following interview to take place on April 8, 2020:

Paul Douglas Institute:

Broadly, what are your eviction reform policy goals?

Ald. La Spata:

My goals are to ensure that 1st Ward residents and all Chicagoans have secure housing. In the 1st Ward specifically, I have heard from residents about evictions processes that are related to no fault of the renter, but instead use evictions to serve as an agent for displacement and development. My goal is to work with a variety of stakeholders on policies such as Just Cause for Eviction and Right to Counsel legislation that ensure that residents only face eviction for clear violations of lease provisions, and that every resident facing eviction receives public defense.

Paul Douglas Institute:

²⁵Bloom, Mina and Pena, Mauricio. "Invisible Evictions: As Developers Flock To Logan Square And Pilsen, Renters Quietly Forced Out." Block Club Chicago. 5 February 2020.

²⁶Bloom, Mina and Alani, Hannah. "Demolition Along 606 Halted For 6 Months As City Looks Into Impact Of Gentrification." Block Club Chicago. 15 January 2020.

In the article “Invisible Evictions: As Developers Flock to Logan Square and Pilsen, Renters Quietly Forced Out,” Ald. La Spata is included among a group of Aldermen modeling a Chicago Just cause ordinance after similar ordinances in other cities. What cities is the 1st Ward office looking to as a basis for eviction reform policies in Chicago? Why these cities in particular?

Ald. La Spata:

There are several cities in the United States that have implemented just cause eviction [ordinances], or worked to provide legal defense to residents facing eviction. Philadelphia is one example of a city that has worked on evictions defense policy, and Oakland is an example of a city that passed a just cause eviction ordinance. I am also listening to the advocacy of groups like [the] Lawyer’s Committee for Better Housing, which has worked on the frontlines providing legal aid, and understands the legal needs of tenants.

Paul Douglas Institute:

There was another similar Good Cause bill proposed by the Lawyer’s Committee for Better Housing in 2018, which was never presented due to demonstration by landlord advocates. Do you know anything about this previously proposed bill? Do you think significant eviction reform has a better chance of being passed in 2020? Why or why not?

Ald. La Spata:

I expect that a new ordinance has a better chance of passing in 2020, because the Committee on Housing and Real Estate has a much more progressive make-up than it did then, both in its membership and leadership. The mayor's administration has also proven to be a committed collaborator and has pledged her support. Additionally, since the last ordinance was proposed by [the] Lawyer's Committee for Better Housing, LCBH produced their evictions database that provides clear evidence that there is still an evictions problem facing many residents in Chicago, and this problem can now be more clearly demonstrated through evidence-based analysis.

Paul Douglas Institute:

Would Just cause ordinances be effective in Chicago? Why or why not?

Ald. La Spata:

I think just cause ordinances can be effective if they are coupled with institutional reforms in the Circuit Court system, which already seem to be occurring, such as the recently established audio recording practices within evictions court cases. It will also need to be

followed by Right to Counsel legislation to ensure that tenants can be effectively defended based on the newly outlined causes. In general, it seems that there is some appetite for evictions reform, and that will make it easier for the City to implement this type of reform.

Given these responses, it is clear that members of the city council have both recognized and taken action to combat wrongful evictions that serve as agents for ongoing development.

With the rapid increase of gentrification in neighborhoods such as Lincoln Square and Humboldt Park, it is estimated that 25% of the more than 23,000 yearly evictions are done so without a just cause.²⁷ The rapid increase of evictions attributed to such development, when considered beside those filed by profiteers engaging in mass evictions and landlords retaliating against tenants, illustrate the dire need for eviction reform in the city of Chicago. Just cause ordinances have proven to be effective in cities across the United States, ultimately serving as models for the draft ordinance that is currently under negotiation by advocacy groups, the Department of Housing, and the mayor's administration. Given the demonstrated appetite for eviction reforms in the city of Chicago, it is likely that the current draft of the Good Cause Ordinance will be passed by the City Council. This bill, coupled with ongoing institutional reforms in the Circuit Court system and a future Right to Counsel legislation, will likely prove to be an effective tool in combating wrongful eviction in the city of Chicago.

V. Conclusion

Results

Our literature review on the topic of eviction answers eight important questions as follows:

(1) What is the standard eviction process?

This process is contingent on the state in which it takes place, though it is fairly standard across the country.

(2) What are large-scale landlords and how did they arise?

The transition from ownership to rentership created an opportunity for corporate landlords to threaten housing stability.

(3) How influential are large-scale landlords in New York City?

New York City is dominated by these corporate landlords.

(4) How influential are large-scale landlords in New Haven?

It is difficult to ascertain the proportion of large-scale landlords in New Haven due to a lack of transparency.

(5) How influential are large-scale landlords in Chicago?

²⁷“Just Cause/Good Cause for Eviction Ordinance.” Metropolitan Tenants Organization. 6 November 2009.

Chicago suffers from corporate landlord ownership, especially in low-income neighborhoods.

Recommendations

Our findings on Just cause ordinances suggest that this policy may be a solution to some of the problems introduced by eviction. Evidence shows that the policy combats gentrification in areas with high eviction rates. A case study of Just cause ordinances in California demonstrates how the policy can also be used to combat eviction in smaller cities and suburban areas that do not suffer from gentrification. Finally, a review of Chicago's housing policy reform goals suggests that Just cause ordinances may be a likely solution to some of the city's eviction concerns. In light of the findings of high eviction rates and large-scale landlord activity in Chicago and the evidence of positive effects from Just cause ordinances in other parts of the country, we recommend that the city of Chicago reconsider the 2018 Good Cause Eviction bill.

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VII. Appendix A

Proposed Good Cause Ordinance

Section 1. Title, Purposes, and Scope.

This chapter shall be known and may be cited as the “Good Cause for Eviction Ordinance” and shall be liberally construed and applied to benefit renters and to promote its purposes and policies.

The purposes of this chapter are to promote the stability of housing and neighborhoods in the City of Chicago by protecting renters against unreasonable evictions, thereby maintaining the vitality and stability of Chicago neighborhoods.

Section 2. Findings.

(a) A housing crisis exists in the city of Chicago due to the lack of adequate, safe, sanitary, and affordable housing.

(b) Chicago has no good cause protections for renters.

(c) When renters are evicted without cause, they frequently lack the time to save money for moving costs and to find comparable housing. Lower and middle income renters are the most adversely affected by the displacement eviction costs. Moving costs, advanced payments, utility fees, security and damage deposits, and anticipated additional rent are often beyond their ability to pay.

(d) Renters face many personal hardships beyond financial detriment, including lost time, stress, change in schools mid-term and, in some cases, emotional trauma or homelessness.

(e) No-cause evictions often mask unlawful retaliation or discrimination against renters.

(f) As housing costs are a significant portion of a family’s income, abrupt or unexpected changes in rent can be destabilizing and cause hardship, especially for low and middle income renters.

(g) Arbitrary, unreasonable, and unfair evictions have detrimental effects on neighborhoods’

stability and vitality.

(h) Without the institution of good cause protections, the housing crisis in Chicago will continue, and contribute to increases in forced displacement, homelessness, loss of affordable housing, and neighborhood instability.

Section 3. Definitions.

Whenever used in this chapter, the following words and phrases shall have the following meanings:

(a) “Landlord” means the owner, agent, lessor, or the successor in interest of any of them, of a rental unit or the property of which it is a part.

(b) “Principal residence” means a person’s primary or chief residence that the renter or person occupies on a regular basis.

(c) “Property” means the dwelling unit and the structure of which it is a part, and facilities and appurtenances therein, and grounds, areas, and facilities held out for the use by renters.

(d) “Qualified relative” means the landlord’s spouse, domestic partner, child, parent, grandparent, sibling, or grandchild.

(e) “Rent” means any consideration, including any payment, bonus, benefits, work arrangement, or gratuity demanded or received by a landlord for or in connection with the use or occupancy of a rental unit.

(f) “Rental agreement” means all written or oral agreements embodying the terms and conditions concerning the use and occupancy of a rental unit by a renter.

(g) “Rental unit” means any unit in any real property, regardless of zoning status, including land appurtenant thereto, that is rented or available for rent for residential use or occupancy, together with all housing services connected with use or occupancy of such property, such as common areas and recreational facilities held out for use by renter.

(h) “Renter” means a person entitled by written or oral agreement, or by a subtenancy, or by sufferance to occupy a rental unit to the exclusion of others.

Section 4. Good Cause Required for Eviction.

(a) No landlord shall endeavor to recover possession, issue a notice terminating tenancy, or file or initiate an eviction action of a rental unit unless the landlord is able to establish one or more of the following grounds:

1. *Non-payment of rent.* The renter fails to cure the deficiency, after receiving from the landlord a written five-day notice terminating tenancy if rent is not paid, within the five-day period pursuant to chapter 735, Act 5, Article IX of the Illinois Code of Civil Procedure, 735 ILCS 5/ et seq., provided that said rent is not paid prior to the issuance of an order for possession or an eviction order pursuant to chapter 725, Act 5, Article IX of the Illinois Code of Civil Procedure, 735 ILCS 5/et seq.

2. *Repeated late payment of rent.* The renter repeatedly makes late payments of rent, no fewer than four times in a 12-month period. Nothing in this subsection shall be construed to limit the absolute right of the renter to tender all rent due within the five-day period listed on the notice terminating tenancy. To use this subsection, the landlord must provide the renter with notice following a late payment that a subsequent late payment may be grounds for eviction. If the renter continues to make a late payment, the landlord shall give the renter 30 days' notice to vacate.

3. *Material non-compliance.* After receiving a written 10-day notice to cease from the landlord, the renter continues, without adequate cure:

A. To cause or create a material disturbance of the peaceful enjoyment of other renters at the property.

B. To deliberately or negligently materially damage the property.

C. To use the rental unit or other parts of the property for any criminal activity that either materially threatens the health, safety, or peaceful enjoyment of other renters at the property, or has a material adverse effect on the management of the property. This subsection shall not diminish the rights of a landlord, if any, to terminate a rental agreement for actions permitted under sections 9-118, 9-119, or 9-120 of chapter 735, Act 5, Article IX of the Illinois Code of Civil Procedure. 735 ILCS 5/ et seq.

D. To wrongfully deny the landlord access to the rental unit three or more times in a 12 month period. This subsection shall only apply if the

landlord provided notice in compliance with state and local requirements for seeking access.

4. *Refusal to renew.* In all tenancies or rental agreements for a term of one year or more, after the rental agreement expires, the renter refuses to renew or extend the rental agreement within fourteen days after the landlord requests in writing that the renter do so. The offered renewed or extended rental agreement must be substantially similar in material terms. The landlord must provide the renter with 30 days' notice to vacate following the renter's refusal to renew or extend the rental agreement.

5. *Occupancy by landlord or qualified relative.* The landlord, in good faith, seeks to recover possession of the rental unit so that the landlord or a qualified relative may occupy the unit as that person's principal residence for a period of no fewer than 24 continuous months. The landlord or qualified relative must move into the unit within three months from the renter's vacation. If a substantially equivalent replacement unit is vacant and available, that unit may be made available to the renter at a substantially similar rental rate as the renter's current rental agreement. The renter may reject the landlord's offer of a replacement unit without prejudicing the renter's right to relocation assistance under this chapter. The landlord must provide the renter with 120 days' advance notice.

A.If the landlord recovers possession under this subsection, and continuous occupancy by the landlord or qualified relative is for fewer than 24 months, the landlord shall be presumed to be in violation of this chapter.

B.If the landlord recovers possession under this subsection, and the landlord or qualified relative fail to occupy the unit within three months of the vacation of the renter, the landlord shall be presumed to be in violation of this chapter.

C.A landlord may not recover possession of a rental unit under this subsection if the renter notifies the landlord, prior to the landlord's recovery of the unit, that the renter:

- i. Has a disability, as defined in section 2-160-020 of this Code; or
- ii. Is suffering from a life-threatening illness as certified by the renter's treating physician.

6. *Condominium conversion.* The landlord seeks, in good faith, to recover the unit to sell it in accordance with a condominium conversion approved under chapter 13-72 of the Chicago Code.

7. *Significant repair needed.* The landlord seeks, in good faith, to recover possession of the rental unit in order to comply with a government agency's order to vacate, order to comply, order to abate, or any other order that necessitates the vacating of the rental unit as a result of a violation of the Municipal Code of Chicago or any other provision of law; or the landlord seeks, in good faith, to recover possession of the rental unit in order to substantially rehabilitate, remodel, or repair the unit, which will, according to a licensed contractor, render the unit uninhabitable for the duration of the rehabilitation, remodel, or repair. The landlord must provide 90 days' notice to the renter, and shall provide relocation assistance to the renter pursuant to section 5 of this chapter. If a substantially equivalent replacement unit is vacant and available, that unit may be made available to the renter at a substantially similar rental rate as the renter's current rental agreement. The renter may reject the landlord's offer of a replacement unit without prejudicing the renter's right to relocation assistance under this chapter.

8. *Removal or demolition.* The landlord seeks, in good faith, to recover possession to demolish or permanently remove the rental unit from residential use. The landlord must provide the renter with written 90-day notice to terminate tenancy.

(b) A landlord who seeks to recover possession of a rental unit, including in an eviction action under chapter 735, Act 5, Article IX of the Illinois Code of Civil Procedure, 735 ILCS 5/9 et seq., bears the burden to prove compliance with section 4 of this chapter.

(c) A landlord shall not attempt to recover possession of a rental unit, including an eviction action under chapter 735, Act 5, Article IX of the Illinois Code of Civil Procedure, 735 ILCS 5/9 et seq., unless the landlord has complied with all applicable notice requirements under state, federal, and local law, and the landlord's notice terminating tenancy or other written demand for possession of a rental unit to the renter must be in English, Spanish, Polish, and Chinese, and must include:

1. An explicit statement of the subsections of section 4 the landlord is invoking and setting forth the grounds with enough specificity to allow the renter to prepare a defense.

2. The following statement: “You may wish to contact a lawyer or your local legal aid or housing counseling agency to discuss any rights that you may have.”
3. If terminating under subsections (5), (6), (7), or (8) of section 4, a statement providing notice that the renter may be entitled to \$10,600 in relocation assistance.
4. The failure to include any of the notice requirements shall be a defense to any eviction action or action for possession of the rental unit.

Section 5. Renter Relocation Assistance.

- (a) The landlord shall pay a one-time relocation assistance fee of \$10,600 per unit for renters whose tenancy is terminated based on the grounds set forth in subsection (5), (6), (7), or (8) of section 4 of this chapter.
- (b) The landlord shall pay the relocation assistance within 14 days prior to the date set for termination of the tenancy.
- (c) If the landlord fails to pay relocation assistance within 14 days prior to the date set for termination of the tenancy, the landlord shall pay to renter two times the relocation assistance.

Section 6. Notices for Rental Rate Increases

- (a) A landlord shall not, over a rolling 12 month period, increase a renter’s rent unless the landlord provides the renter with:
 - (1) 30 days’ written notice prior to the effective date of the change for any increase by less than five percent;
 - (2) 60 days’ written notice prior to the effective date of the change for any increase by five percent but less than ten percent;
 - (3) 90 days’ written notice prior to the effective date of the change for any increase by ten percent but less than fifteen percent; or
 - (4) 120 days’ written notice prior to the effective date of the change for any increase by fifteen percent or greater.

(b) Any single or cumulative increase in rent by greater than twenty percent over a rolling 12 month period is deemed to be unconscionable and against public policy. Where a landlord offers or demands such an increase, the renter may, in addition to any other remedies, reject the increase and vacate the premises on or before the expiration of the notice provided in subsection (a)(4), and the landlord shall provide the renter with \$10,600 in relocation assistance at least 14 days prior to the expiration of the landlord's notice.

Section 7. Remedies; Defenses

(a) If landlord acts in violation of or fails to comply with this chapter, the renter has a defense in an eviction action or any action brought against the renter to recover possession of the rental unit.

(b) For each violation of this chapter, a renter shall be entitled to \$21,200, together with reasonable attorney's fees and costs.

(c) In addition to any other damage, compensation, remedy, refund, claim, or relief to which the renter may be entitled, a renter may bring a private cause of action seeking compliance with this chapter and/or for injunctive relief. The prevailing renter shall be entitled to reasonable attorney's fees and costs.

(d) The rights, obligations, and remedies set forth in this chapter shall be cumulative and in addition to any others available at law or in equity.

Section 8. Waiver of Rights Prohibited.

The provisions of this chapter may not be waived, and any term of any rental agreement, contract, or other agreement which purports to waive or limit a renter's substantive or procedural rights under this chapter are contrary to public policy, unenforceable, and void.

Section 9. Severability.

If any provision, clause, phrase, sentence, paragraph, section, or part of this chapter or application thereof to any person or circumstance, shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional, preempted, or invalid, said judgment shall not affect, impair, or invalidate the remainder of this chapter and the application of such provision to other persons or circumstances, but shall be confined in its operation to the provision, clause, phrase, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person and circumstance affected thereby.