

Research Protocol for Local Just Cause Eviction & Retaliation Laws

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Local Just Cause Eviction & Retaliation Laws

- I. **Date of Protocol:** January 2019

- II. **Scope:** Collect, code and analyze local laws and regulations that dictate just-cause evictions and retaliatory protection within the landlord-tenant relationship. Local just-cause and retaliatory protection regulations govern the process landlords must follow to evict a tenant as well as what protections a tenant is entitled to. This includes but is not limited to written documentation notifying the tenant under what grounds they are being evicted, allowing the tenant a set amount of time to find a new residence, providing relocation assistance when applicable, and defining protections tenants are entitled to if they exercise their rights under the law (e.g. complain to the appropriate authorities regarding lease terms not upheld by the landlord without retaliation). This cross-sectional dataset captures important features of local landlord-tenant ordinances and municipal code in effect as of June 15, 2018. The jurisdictions selected for measurement are San Francisco, CA; Los Angeles, CA; Portland, OR; Chicago, IL; New Orleans, LA; San Jose, CA; San Diego, CA; Boston, MA; New York, NY; and Seattle, WA.

- III. **Primary Data Collection**
 - a. **Project Dates:** June 2018 – January 2019
 - b. **Dates Covered in the Dataset:** July 1, 1976 – January 1, 2019. This is a cross-sectional dataset analyzing local just-cause and retaliatory protection important features of local landlord-tenant ordinances and municipal code as they are in effect at one point in time, January 1, 2019. The effective date listed for each local jurisdiction is the date of the most recent version of the law or regulation within that state. If more than one ordinance or municipal code is included in the legal text for a local jurisdiction, the effective date reflects the date of the most recently amended or enacted law or regulation within the legal text.
 - c. **Data Collection Methods:** The KCMO Community Engagement, Policy and Accountability, Division of Administration Team built the following dataset. The Team consisted of one MPH researcher, one MPH student researcher, one public health researcher (Researchers), and one supervisor (Supervisor). Local government-specific websites, American Legal Publishing Corporation, and Municode were used to identify which cities had local just-cause and retaliatory protection ordinances in effect as of January 1, 2019. Secondary sources, including the American Legal Publishing Corporation, were used to identify the scope of the laws included in this dataset.
 - d. **Databases Used:** Research was conducted using local government-specific websites, American Legal Publishing Corporation, and Municode.
 - i. Full text versions of the laws collected were collected from each respective local government’s website, American Legal Publishing Corporation, and Municode.
 - e. **Search Terms:**
 - i. **Keyword Searches:**
 - “Eviction”
 - "Just cause"

- “Just-cause”
 - “Just cause eviction”
 - “Just-cause eviction”
 - “No cause”
 - “No-cause”
 - “No cause eviction”
 - “No-cause eviction”
 - “Landlord-tenant act”
 - “Retaliation”
 - “Retaliatory”
 - “Harassment”
 - “Tenant protection”
 - “Tenant retaliation protection”
 - “Tenant retaliatory protection”
 - “Tenant harassment protection”
 - “Tenant Protection Ordinance”
- ii. Key word searches were supplemented by reviewing the comprehensive ordinance or municipal code table of contents
- iii. Once all the relevant ordinances and municipal codes were identified for a local jurisdiction, the most recent effective dates or the date when a version of law or regulation becomes enforceable, and a link to the eviction and retaliatory protection ordinance(s) of each local jurisdiction were captured in a master spreadsheet.
- iv. All 10 local jurisdictions were 100% independently researched to confirm that all relevant ordinances were collected by the MPH Researchers.
- f. Initial Returns and Additional Inclusion or Exclusion Criteria:** included ordinances pertaining to local jurisdiction landlord-tenant laws.
- i. The following variables were included in the local landlord-tenant dataset:
- Just-cause reason for eviction (local level)
 - Tenant retaliatory protection (local level)
 - Length tenant allowed retaliatory protection
 - Tenant Harassment
 - Written notification to tenant of eviction/lease termination required
 - Written notification requirements
 - Jurisdiction has a formed a Rental Board
 - Written notification of eviction/lease termination required to be delivered to City or Rental Board
 - Tenant allotted termination notification period (days)
 - Tenant provided relocation assistance
 - Exclusions to tenant relocation assistance
 - Just cause or retaliatory protections which may exist in state law but do not exist in local ordinances*
- ii. The following variables were excluded in the local landlord-tenant dataset:

*for coding of Portland, Oregon

IV. Coding

- a. **Development of Coding Scheme:** The Team conceptualized coding questions, and then circulated them to a subject matter expert for review. When the questions were finalized, the Team entered them into MonQcle, a web-based software-coding platform.
- b. **Coding Methods:** Below are specific rules used when coding the questions and responses in the state landlord-tenant laws dataset:
 - **Question: “Does the law require just cause for eviction?”**
 - Jurisdictions were coded as “Yes” if there was a law or regulation that allows landlords or owners to evict a tenant only for certain reasons.
 - Question: “What is included as just cause for eviction?”
 - Where the law indicated that a tenant may be evicted for not paying rent or routinely paying rent late or bouncing the rent checks, ‘failure to pay rent’ was coded.
 - Where the law indicated that a tenant may be evicted for not following the terms of the lease, ‘violation of lease’ was coded
 - Where the law indicated that a tenant may be evicted for creating a nuisance, ‘deemed a nuisance’ was coded.
 - Where the law indicated that a tenant may be evicted for using the unit for illegal purposes, ‘illegal use of unit’ was coded.
 - Where the law indicated that a tenant may be evicted for causing significant or substantial damage to the unit, ‘substantial damage’ was coded.
 - Where the law indicated that a tenant may be evicted if the lease has expired and the tenant has not signed a new lease, ‘failure to renew lease’ was coded.
 - Where the law indicated that a tenant may be evicted for denying the owner reasonable access to the unit for repairs as required by state and local law, ‘refusal of access to unit’ was coded.
 - Where the law indicated that a tenant may be evicted because the owner is moving into the unit, ‘landlord occupancy’ was coded.
 - Where the law indicated that a tenant may be evicted when the only remaining tenant is an unapproved subtenant, ‘not original tenant’ was coded.
 - Where the law indicated that a tenant may be evicted when the landlord seeks to sell the unit, ‘condo conversion’ was coded.
 - Where the law indicated that a tenant may be evicted because the landlord seeks to substantially rehabilitate or completely rebuild the unit, ‘unit improvements’ was coded.
 - Where the law indicated that a tenant may be evicted because the landlord plans to demolish or otherwise permanently remove the rental unit from housing use, ‘demolition’ was coded.
 - **Question: “Does the landlord have to provide a tenant with a written notice of termination?”**

- Jurisdictions were coded ‘Yes’ if the law explicitly required the landlord to provide the tenant with a written notice of termination relating to just cause evictions.
- **Question: “What must a landlord include in a written notice of termination to a tenant?”**
 - Where the law required the landlord to specify the reason for eviction in a written notice of termination to the tenant, ‘reason for eviction’ was coded.
 - Where the law required the landlord to provide supporting facts for eviction in a written notice of termination to the tenant, ‘supporting facts’ was coded.
 - Where the law required the landlord to indicate the lease termination date in a written notice of termination to the tenant, ‘termination date’ was coded.
- **Question: “How many days must the landlord provide the tenant after an eviction notice to vacate the unit?”**
 - Where the law indicated that landlords must provide a notice to vacate zero days after provision of an eviction notice, ‘0’ was coded.
 - * Where the law indicated that landlords must provide a notice to vacate between one and ten days after provision of an eviction notice, ‘1-10’ was coded.
 - * Where the law indicated that landlords must provide a notice to vacate 91 days or longer after provision of an eviction notice, ‘91 or more’ was coded.
- **Question: “Does the landlord have to pay relocation assistance?”**
 - Jurisdictions were coded ‘Yes’ if the law required the landlord to provide the tenant with relocation assistance in a just cause eviction.
 - Where the law was silent on whether landlords were required to provide a tenant with relocation assistance in a just cause eviction, ‘No’ was coded.
- **Question: “Does the landlord have to provide the city with written notice of tenant termination?”**
 - Jurisdictions were coded ‘Yes’ if the law required the landlord to provide the city with a written notice of tenant termination in just cause evictions.
 - Where the law was silent on whether landlords were required to provide a tenant with relocation assistance in a just cause eviction, ‘No’ was coded.
- **Question: “Does the law prevent landlords from taking retaliatory actions against a tenant?”**
 - Jurisdictions were coded ‘Yes’ if the law provided stipulations protecting the tenant from retaliatory action of the landlord.
 - Where the law was silent regarding retaliatory actions of landlords on tenants, ‘No’ was coded.
- **Question: “What is the length of time (days) retaliatory protection is granted a tenant after a complaint?”**
 - Where the law indicated that specified actions against a tenant 90-120 days after a tenant complaint would be considered retaliatory, ‘90-120’ was coded.
 - Where the law indicated that specified actions against a tenant 121 or more days or less after a tenant complaint would be considered retaliatory, ‘121 or more’ was coded.

- **Question: “Does the law prevent landlords from harassing a tenant?”**
 - Jurisdictions were coded ‘Yes’ if they prevent landlords from harassing or threatening a tenant with eviction.

V. **Quality Control**

- a. **Quality Control – Background Research:** All 10 jurisdictions were 100% redundantly researched to confirm that all relevant laws were collected by the Researchers.
 - i. The research showed that all 10 jurisdictions have some form of landlord-tenant laws.
- b. **Quality Control – Coding:**
 - i. **Original coding:** Quality control of the original coding consisted of the Supervisor exporting the data into a Microsoft Excel document each day the Researchers completed coding to examine the data for any missing entries, citations, and caution notes.
 - ii. **Redundant coding:** The redundant coding process is 100% independent, redundant coding by two Researchers of each municipality. Redundant coding means that each municipality (a record) is assigned and coded independently by the two Researchers. Divergences, or differences between the original coding and redundant coding, are resolved through consultation and discussion with subject matter experts and the Team.

Quality control of the redundant coding consisted of the Supervisor exporting the data into a Microsoft Excel document each day the Researchers completed redundant coding to calculate divergence rates. e100% of the records were redundantly coded throughout the life of the project.

After coding the first five jurisdictions (Batch 1), the rate of divergence was 35.15% on November 9, 2018. Researchers independently reviewed each divergence, with comments and then a coding review meeting was held and all divergences were resolved. Questions that were causing confusion were edited for clarity and then checked across the dataset to make sure coding was consistent.

After coding the second five jurisdictions (Batch 2), the rate of divergence was 14.55% on December 18, 2018. A coding review meeting was held and all divergences were resolved.

- iii. **Final data check:** Once all of the coding and quality control was completed, the Researchers checked the final coding results against secondary sources. The secondary sources used for comparison were [National Conference of State Legislatures \(NCSL\) State Adoption of URLTA Landlord Duties](#), and [Nolo.com: State Landlord-Tenant Laws](#). Prior to publication, the Supervisor downloaded all coding data into Microsoft Excel to do a final review of coding answers, statutory and regulatory citations, and caution notes. All unnecessary caution notes were deleted and all necessary caution notes were edited for publication.