

**COUNCIL STUDY SESSION
MEETING**

City Hall Council Chambers
January 12, 2026

AGENDA



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- 1. Call to Order - 6:00 p.m.**
 - 2. Council Miscellaneous Discussion Items**
 - 3. City Manager Miscellaneous Discussion Items**
 - a. Reaffirmation of City's Stance on Immigration Enforcement Activities
 - b. Rental License Program Changes
 - *It is requested that the council provide direction to staff on what changes they would like staff to bring forward for a new rental license program.*
 - c. Tenant Protection Ordinance Change
 - *It is requested that the council provide staff with any additional changes before bringing forward a council action to change the ordinance.*
 - 4. Adjournment**

Council Regular Meeting

DATE: 1/12/2026
TO: Council Study Session
FROM: Xiong Thao, Housing and Community Standards Manager
THROUGH: Jesse Anderson, Community Development Director
BY: Xiong Thao, Housing and Community Standards Manager
SUBJECT: Rental License Program Changes

Requested Council Action:

- It is requested that the council provide direction to staff on what changes they would like staff to bring forward for a new rental license program.

Background:

The rental license program information was presented to council during the November 24, 2025 work session. Based on feedback from council, staff met with Brooklyn Park's rental license program staff to understand and discuss the rental license program. The information gathered from Brooklyn Park was used to develop a new rental license program.

Based on the work session conversation and council's recommendation, staff is proposing the following changes to the rental license program.

1. Eliminate the performance-based rental license program and develop a new program.
2. Eliminate the following rental license requirements:

- 8 hour Crime Free Housing Training.
- Crime Prevention Through Environmental Design (CPTED) inspection.
- Action and Mitigation Plan submission for Type III and Type IV licenses.
- Property owners must be current on property tax and utility payments.
- Police calls for service used for rental license determination.

3. Develop a new rental license program. The rental license program would be a two-year rental license program. This includes single family and multifamily properties.

By changing the rental license program to a two-year license program, workload and staffing levels would remain the same.

Metric	Current Tiered System (Min. 2 Visits/Renewal)	Proposed 2-Year Cycle (Min. 2 Visits/Renewal)
Type I (3-year)	~239.4 inspections $(359 / 3 * 2)^{22}$	359.0 inspections $(359 / 2 * 2)^{33}$
Type II (2-year)	201.0 inspections $(201 / 2 * 2)^4$	201.0 inspections $(201 / 2 * 2)^5$
Type III (1-year)	124.0 inspections $(62 / 1 * 2)^6$	62.0 inspections $(62 / 2 * 2)^7$

Type IV (6-month)	124.0 inspections (31 * 2 cycles * 2) ⁸	31.0 inspections (31 / 2 * 2) ⁹
Total Annual Volume	~688.4 Inspections	~653.0 Inspections
Net Change	—	~35.4 fewer inspections

*This calculation does not factor in licenses that are currently expired or pending due to them not having a set license type/length. This also doesn't account for additional inspection needed in order to pass.

There are a few questions for council to consider and provide staff with direction.

1. The rental license inspection process. There are two options to consider.

- The property owner applies for the rental license and pays the required fee, the rental license can be issued. The inspection would then be scheduled after the license is issued. The property would be required to pass inspection prior to renewing the license. Would the council provide a recommendation on a timeframe that a property must pass inspection before the city can take enhanced enforcement action?
- The property owner applies for the rental license and pays the required fee. The license will not be issued until the inspection passes. The inspection must then pass within a specified amount of time, otherwise enhanced enforcement action can be taken.

2. Would council consider allowing rental licenses to be transferred to a new owner? Currently, the ordinance does not allow a rental license to transfer. The new owner would need to apply for a new license regardless of when the license was issued.

3. Would council still like to approve all rental licenses on a consent agenda or should the approval of licenses be done administratively by staff?

Budget Issues:

No budget issues to consider.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

ATTACHMENTS:

1. November 24, 2025 Council Work Session Packet
2. PowerPoint Presentation - Rental License Program Changes (WS)

**COUNCIL/EDA WORK SESSION
MEETING**

City Hall Council Chambers
November 24, 2025

AGENDA



1. Active Discussion Items

- a. Rental License Application Process Discussion
- b. Tenant Protections Discussion
Provide direction to City Staff on next steps, if any.

2. Adjournment

Council Regular Meeting

DATE: 11/24/2025
TO: Council/EDA Work Session
FROM: Xiong Thao, Housing and Community Standards Manager
THROUGH: Jesse Anderson, Community Development Director
BY: Xiong Thao, Housing and Community Standards Manager
SUBJECT: Rental License Application Process Discussion

Requested Council Action:

Background:

City Council requested staff to bring forward a discussion of the City's Rental License Program.

Staff met with property owners/managers and tenants and tenant advocate organizations separately to discuss the rental license program. The recordings of the meetings were shared with City Council members during a weekly update. Below are the summaries from both meetings.

Staff met with tenants and tenant advocates on August 26, 2025. Staff posted the notices in several multifamily properties and sent email invites. In total, there were 12 participants. During the meeting, staff presented an overview of the rental license program, and a few questions were posed to the group. Ideas and topics that came up during the conversation were:

- Many liked the rental license program and didn't want to change the current program.
- Collectively, the group wanted the City to be more proactive and cite more code violations.
- Enforce mold and mildew as code violations during a complaint or rental inspection.
- Penalize property owners who knowingly violate their own lease agreements.
- Pursue more rental license revocations for ongoing maintenance violations. Staff explained that revocation may not be the best solution, although it is a tool that can be effective in certain circumstances.
- Create rules around visitor parking and towing regulations because tenant vehicles are being towed. This might be possible through a tenant protection ordinance. Staff stated that there might be some challenges around developing such policies due to legal issues to consider.
- Property management is changing general notifications to an online/email notification system only and eliminating door postings and/or posting notices in the building. Seniors are most impacted due to their lack of knowledge and technical skills.

- The City should notify tenants of the actions that are taken by a property owner/manager. Staff explained that for each failed inspection, staff notified the tenant that another inspection is needed and management was informed of the failed inspection. Staff stated that they didn't know who to notify, and it is difficult to notify residents of common area code violations.
- The city should increase tenant engagement and education about their rights and maintenance concerns. Continue to have dialogue with the tenants and advocacy groups to develop policy that impacts tenants. Create and require a poster similar to Minneapolis's rental poster of city contact and services.
- Create a program where tenants can escrow rent money for repairs neglected by property owners/managers and/or the city can contract maintenance repairs and charge a fee to the property owner for those repairs. Staff stated that there are already services similar to this at the state level, and it would require additional staffing to administer such a program.

During the conversation, staff talked through some of the ideas and were able to explain what the city is currently doing, took down ideas under advisement, and listened to concerns that tenants have.

Staff had a meeting with property owners and managers on August 28, 2025. Email invites were sent primarily to multifamily property owners and managers. However, staff did invite several single-family property owners and managers to the meeting. In total, there were 12 participants that attended the meeting and one council member.

Staff did a presentation on the rental license program and then opened up the conversation with a set of questions presenting five options to consider.

1. Eliminate the Crime Free Housing Training due to limited class offerings.
2. Eliminate the Crime Prevention Through Environment Design (CPTED) requirement. Many properties have already completed their requirements.
3. Eliminate the Action and Mitigation Plan requirements since this can sometimes hold back a property from improving the new license type.
4. Adjusting the inspection point system by increasing the number of violations to allow for improved license types.
5. Revert back to a 2-year rental license.

There were very little comments about the proposed changes and not much discussion about those specific options..

Ideas and topics that came up during the meeting were:

- There was consensus that the rental license program or inspection does not produce a better housing quality because it's similar to neighboring cities. Property owners want to provide "solid" housing and to have low vacancy rates

and attract better tenants.

- Property improvements often open up for more code violations. An example provided was an over-the-range microwave with a vent.
- Some of the code violations are out of their control and were not created by the property owner/manager and should not be penalized for it. Items such as a blocked egress. Differentiate between landlord responsibility vs tenant responsibility.
- Have an ability to cite the tenant directly if it is their correction?
- Code violations should only be life safety violations and not include non-life safety violations. Most cities only call life safety violations. City inspectors are not consistent in calling property code violations, where one inspector would call a violation, but another one would not call it a violation.
- Allow property owners to do onsite repairs so it does not count against them in the license determination.
- The city is conducting too many inspections, and it is an intrusion on tenant's privacy. The city should go to a 2-year rental license program. Decrease the number of units inspected. Many made reference to Brooklyn Park's rental license program.
 1. Inspect 50% of units every year
 2. Renew rental license annually
- The cost of preparing for an inspection is too expensive, and the money could be used to do other capital improvements. Eliminate re-inspection fees because it adds to the cost of inspections.
 1. Not every fee is being passed onto tenants; not a \$1 to \$1 ratio. For example, blocked egress can be passed onto the tenant.
 2. Investors need to increase the maintenance budget due to inspections.
 3. Some of the costs are necessary but not all costs are necessary.
- Reinspection of property after a sale of a property. Licenses should transfer and not require another inspection.
- Rental license revocation is a deterrent to investing in the City. Minneapolis has the ability to and have revoked licenses, while Brooklyn Center has only revoked 1 license in the past several years. Staff explained that it is rare for the City to revoke a license and not the best tool, often a last resort.

Staff met with the Housing Commission on September 16, 2025 during a Housing Commission meeting Commissioners were informed that the city has had a rental license program since the 1970s and all properties were issued a two-year license. The current rental license program was adopted in 2010 as a performance-based rental program. Staff presented information on the current rental license program, explaining the four rental license types and how rental licenses are determined. Staff also informed Commissioners of the Action or Mitigation Plan as an additional requirement if a property is a Type III or Type IV rental license. The program is to incentivize property owners to be proactive in their maintenance and not wait until the City calls out code violations during the rental license inspection. Staff explained that at the time of application, a brochure of the most common code violations is provided to property

owners so they know what the city is looking for during the inspection.

Discussion points from the Housing Commission meeting:

- If a tenant requests an inspection, do the property owners have the opportunity to do the repairs? Staff informed Commissioners that staff would enter the correction order and send it in the compliance notice.
- If a tenant removed a smoke alarm, what would the city do? Staff stated it would be written up as a code violation and a compliance notice would be sent. Staff does not determine who removed the smoke alarm.
- Staff informed the Commission that the city council had asked that staff to bring options to consider. Staff presented the 5 options that were presented during the property owners meeting.
 1. Eliminate the Crime Free Housing Training due to limited class offerings.
 2. A question was asked about removing the 8-hour crime-free housing training. Staff explained that due to a lack of classes available, that is why it is being proposed. It was explained that the classes teaches a lot of different things about crime prevention, such as locks, lighting, and vegetation to deter crime.
 3. Eliminate the CPTED requirement. Many properties have already completed their requirements.
 4. Eliminate the Action and Mitigation Plan requirements since this can sometimes hold back a property from improving the new license type.
 5. Adjusting the inspection point system by increasing the number of violations to allow for improved license types.
 6. Revert back to a 2-year rental license.
 7. Staff explained the second option of removing the Crime Prevention Through Environmental Design (CPTED) inspection.
- Staff shared the comments from the tenants and advocates meeting, citing that they generally wanted more regulations, inspections, and accountability from property owners. Staff shared that some of the ideas do present challenges, but some ideas can be done. Points that were shared are:
 1. Create rules around vehicle parking and towing.
 2. Provide information about property owners operating without a license.
 3. More tenant engagement from the city about inspections and tenant protections.
 4. More public postings in the buildings, more communication with tenants.
 5. Create an escrow account for repairs.
- Staff then shared comments from the property owners meeting citing they generally wanted less regulation, fewer inspections, citing that the city was doing too many inspections. Ideas that were shared are:
 1. They liked Brooklyn Park's rental license program and asked if the city could do something similar to their program. Brooklyn Park inspects 30% of the units 1x per year and is a 1 year license.
 2. Changed the property code violations and hold tenant accountable for tenant-related code violations.

3. Reduce costs for inspections, so the money could be used for other needs on the property.
 4. Wanted a more uniform inspection process.
- It was stated that if property owners maintained their property on an ongoing basis, there would be less time spent on getting ready for inspections.
 - There was a question about the types of violations that the city is citing. It was explained that code violations are a combination of life, safety and general property maintenance violations and all the violations are weighted the same.
 - A question was asked about livability standards and whether they would pass an inspection. Staff stated that it is difficult to have a program that just focused on life, health, safety because it would be difficult to determine what those violations would look like. Each code would then need to be written and articulated that it would meet life, health, safety violations.
 - Staff explained that the inspection only requires minimum standards and does not look at the quality or craftsmanship of the work.
 - Commissioner Said stated that having a program that does 30% of the units for inspections, doing only health, life, safety inspections, and offering a 2-year license would be a good way to go because it would allow property owners time to work on other issues and is more friendly towards property owners.
Commissioner Said also stated that this may lead to more real estate companies wanting to come to the City.
 - Commissioner Straub had the opposite opinion and wanted more enforcement and responsibility put on property owners. He stated that there are areas that can be flexible, however, as a previous renter, he felt property owners do the minimum because it is profit-driven. Commissioner Straub stated that conducting inspections in 30% of units is possible, however, he was not sure how quickly a unit can degrade in 3 years. Staff stated that family units tend to have more code violations due to having children in the household.
 - Reference was made to Brooklyn Park's rental license program and it was cited that only apartments were inspected at 33% of the total units and inspected every year. Common areas are inspected every year. Single-family properties are inspected every 2 years.
 - Commissioner Straub stated that there are things that require very little effort from property owners but have direct value to tenants, such as posting towing notices and visitor parking and physical posting of notices and city's actions against property owners.
Staff stated that much of the information that the city has is public data and can be requested, but complainant information is not public.
 - Commissioner Freund stated that the tiered system is working and she liked the current system.

There appeared to be a consensus that the Housing Commission members agreed that the current program is working. However, there could be changes made to provide tenants with a better housing experience.

After meeting with the various different stakeholders and hearing the feedback, the recommendation would be to keep the performance-based rental license program with some changes.

- Increase the number of code violations for multifamily properties. By increasing the average number of violations per unit, this allows for multifamily properties to obtain an improved license type. Properties that are on the margin of an improved license type will be able to obtain the improved license while allowing staff to focus on lower performing properties. The exact increase has not been determined yet and will be brought back at a future meeting. An increase in code violations was made for single-family properties in 2019, making it easier to achieve an improved rental license. However, staff can also consider increasing the number of violations for single-family properties as well.
- Remove the Crime Free Housing certification requirement due to the lack of available classes and most property owners and managers have already met this requirement.
- Remove the Crime Prevention Through Environmental Design (CPTED) inspection. Many properties have already been required to or volunteered to complete this requirement.
- Remove the Action and Mitigation plan requirement for Type III and Type IV licenses. Failure to meet this requirement has been a reason that licenses which qualify for an improved license do not obtain the improved license and remain a repeat license type. This will allow rental properties that qualify for an improved license to obtain the improved license type at their rental license renewal.
- Do not hold back properties that are not current on utility and fees owed to the city from obtaining a rental license after it passes the rental license inspection. Only require properties to be current on property taxes to obtain a rental license. Utility fees and other fees owed to the City do not have to be current since those fees can be specially assessed to the Hennepin County property tax rolls.
- There will be no change to the inspection process. Inspections will be conducted after the rental license fees are paid and must pass inspection before a license can be issued. Health, life, safety and property maintenance violations would be considered a violation used to determine the license type. There are too many grey areas to determine what is considered health, life, safety code violations and who caused the code violation. Property owners and managers are the applicants for the rental license have a broad authority over what can be added to and enforced in their lease agreements and the city should not continue to hold the property owners responsible for code compliance matters.

There are a couple of questions for the Council to consider.

- Should staff move forward with the recommended change? If not, are there other specific changes the City Council would like staff to research and bring forward?
- Are there other rental license programs that the Council would like staff to research and bring forward for discussion?

- What other options would Council like to consider and have staff bring back for Council consideration?

Budget Issues:

There are no budget issues to consider.

Inclusive Community Engagement:**Antiracist/Equity Policy Effect:****Strategic Priorities and Values:****ATTACHMENTS:**

1. 2025.10.21 HC
2. Unapproved 2025.09.16 HC (002)
3. Rental Program Presentation - Housing Commission - 9.2025
4. Rental Program Presentation - Property owners-managers - 8.2025
5. Rental Program Presentation - Tenants - 8.2025
6. Property owners email to staff

MINUTES OF THE PROCEEDINGS OF THE HOUSING COMMISSION OF THE
CITY OF BROOKLYN CENTER IN THE
COUNTY OF HENNEPIN AND STATE OF MINNESOTA

REGULAR SESSION
OCTOBER 21, 2025

CALL TO ORDER

The Brooklyn Center Housing Commission was called to order by Associate Planner and Staff Liaison Krystin Eldridge at 7:03 p.m.

MEETING ATTENDEES

Commissioner Laura Freund
Commissioner Landon Straub (arrived at 7:05 p.m.)
Commissioner Seretha Lee
Commissioner Aniya White
Commissioner Jamal Said

Commissioner Alyssa Kuglin is absent and excused.

Commissioner Natalie O'Connor is absent.

City Staff present: Associate Planner and Staff Liaison Krystin Eldridge, Community Development Director Jesse Anderson, and Housing and Community Standards Supervisor Xiong Thao.

APPROVAL OF AGENDA

There was a motion by Commissioner White and seconded by Commissioner Said to approve the agenda as submitted. The motion passed.

APPROVAL OF MINUTES

There was a motion by Commissioner _____, seconded by Commissioner _____, to approve the minutes of September 16, 2025, as submitted. The motion passed.

NEW COMMISSIONERS INTRODUCTIONS

Ms. Eldridge asked the new Commissioners to introduce themselves.

Commissioner Straub arrived at 7:05 p.m.

Commissioners White and Lee introduced themselves by sharing why they wanted to be on the Commission, how long they have been in Brooklyn Center, and what their interests are.

Commissioners and Staff introduced themselves as well.

NEIGHBORHOOD PACKETS

Ms. Eldridge stated that there were more neighborhood packets, about 80, at the meeting if Commissioners were interested in getting to the rest of the neighborhoods that were talked about in the last meeting. She noted that she also brought the 2026 Housing Commission Meeting Schedule, and if Commissioners had anything specific to talk about or bring to the City Council in the upcoming year, to let her know, and it could get on the schedule. She explained that some of the past people who have come to talk are Mike Vraa, who spoke on new legislation, and ULI, who did a housing study and gave a list of goals.

Commissioner Lee asked about having Mike Vraa come and speak to them. Ms. Eldridge noted that if the Commission is interested, then Mike would be able to come back. Commissioner Lee noted that she was interested.

Community Development Director Jesse Anderson asked if Mike Vraa met with the Commission after the Legislative session in late July or August. Ms. Eldridge stated that it was at the beginning of the year.

Commissioner Lee asked if it was someone from HOME Line, was at the last Housing Commission meeting. Mr. Anderson stated that it was not Mike Vraa but Sam who attended the last meeting. Housing and Community Standards Supervisor Xiong Thao noted that Sam is one of the authorities who provides legal advice, and Mike is the managing director. Commissioner Said asked what Mike and Sam do with the company HOME Line. Commissioner White explained that HOME Line works with people who are getting evicted and listens to their personal stories. Mr. Thao added that HOME Line does a lot of advocacy work, such as helping to write letters to landlords. He stated that HOME Line also works for tenants at the state level, advocating for protections and rights, and helping tenants navigate getting the necessary repairs done.

COMMUNITY DEVELOPMENT PRESENTATION

A. Wrap up comments for the Rental License Program

Mr. Anderson explained that the first half of the packet was information from the last meeting, which discussed the rental licensing inspection process, the performance-based system that is based on how many violations were observed during the initial inspection, which determines the license category. He added that included in the packet was feedback from both the tenants, who noted they wanted more accountability for things to be fixed, and the landlords on what they would like to see done with the system, which was not a performance-based system, rather a two-year licensing with not as many units inspected.

Commissioner Freund asked about the motivations for bringing the information to the Housing Commission and whether there are concerns or dissatisfaction with the current system. Mr. Anderson explained that the Council asked for both topics of tenant protections and the licensing process to be looked at. He added that the Staff's response has been to meet with landlords and tenants, meet with the Housing Commission, and then provide feedback to the Council, from which the Council can make a recommendation to make changes after that. He noted that the same request was made two years ago, and at the time, the Housing Commission recommended that there be no change to the tenant protection. He speculated that the Council requested it because there were constituents who made requests.

Mr. Anderson asked if there were any thoughts or questions about the rental licensing process that was talked about in the last meeting.

B. Tenant Protections

Mr. Thao explained that the City first adopted the tenant protections in 2018, and that was for notice of sale. He added that it particularly applied to multifamily properties. He stated that if a large multifamily property was going to be for sale or had been sold, the property would have to notify tenants that the property's being sold, which allows the tenants to either stay in their current unit or find new housing and allows for relocation assistance. He added that if the landlord was going to raise rent or change the lease agreement, tenants have the option for relocation assistance. He noted that the tenant protections also protect tenants from non-renewals or terminations. He stated that in 2021, the City adopted two new protections: the pre-eviction notice and Just Cause Non-Renewals. He noted that before adopting the two protections, the City met with landlords, tenants, housing advocates, HOME Line, and many others, and came to the consensus to only move forward with the two protections, and additional protections could come at a later date. He stated that the City was watching what St. Paul was going through with being sued, and the two protections were the least controversial. He explained that the pre-eviction notice gives tenants 30 30-day notice if a landlord is going to evict a tenant for not paying rent. He added that if there is a material breach of the lease, the landlord also has to give a 30-day notice, and would have to disclose what the material breach was so the tenant has the opportunity to cure the violations. Ms. Eldridge stated that an example would be someone living in the apartment, and they are not supposed to. Mr. Thao added that anything that violates the lease agreement is prohibited.

Commissioner Lee asked if the landlord needed to give time to make the corrections. Mr. Anderson explained that tenants do get 30 days before the filing of the eviction. He added that there is time that comes along with the filing, but the argument was that it is very difficult to overcome an eviction in future housing applications, so the 30 days give a chance to avoid getting an eviction filed against the tenant's record.

Mr. Thao stated that the Just Cause Non-Renewal requires a landlord to give a reason why they are not renewing the tenant, and the City has stated there are eight reasons a landlord can remove a tenant: there is a lease violation, the tenant refuses to renew the lease, if the landlord or family member will occupy the unit, if the building is being demolished, if there will be a substantial rehab or renovation, government order, or if employment requires the person lives on the property. He added that the 2021 tenant protection also gave the implicit right for tenants to sue their landlords if their tenant protections were being violated.

Mr. Anderson noted that the enforcement of both of the tenant protections does not require much, if any, Staff involvement; it is mostly just an education piece. He added that for the most part, the tenant is responsible for telling the landlord, but the City will reach out and let the landlord know if they violate either of the protections.

Mr. Thao stated that the HOME Line website lists the 2023 and 2024 state legislative amendments that were passed. He highlighted a few: the eviction notice must have a minimum of 14 days, landlords must disclose all fees as part of the total rent, minimum heat requirement laws, expanded

the emergency repair list, and clarified how much time is required for a landlord to give notice to get into a unit, 24 hours. He noted other additional protections: the right to move in and out of inspections, landlords cannot require pets to be declawed or devocalization, landlords cannot force early lease renewal no more than six months before the lease ends, tenants cannot be evicted for crimes that were not committed on the property, service support animal fees are prohibited, if a property is condemned landlords cannot collect rent payments, gave the tenant's rights to organize, and utility rights in a multifamily property.

Mr. Thao stated that the purpose of bringing the two protections to the Housing Commission was to receive feedback on the protections and to determine if any changes or additions were needed. He added that in meetings with the landlords, they wanted fewer tenant protections. Mr. Anderson explained that the pre-eviction notice has a 30-day curing period, so if the tenant is not paid within this time frame, the eviction will be filed. He noted that the Just Cause Non-Renewal does not have a curing period; it just forces the landlord to have a just cause or reason. Mr. Thao noted that when meeting with the tenants, there were some things the City could not do, but there was a desire for more education about tenant protections. He added that there was a landlord who gave notices to a bunch of seniors, and they all moved out because the seniors did not understand their rights. He stated that tenants also wanted more communication about what actions were taken against particular landlords; they wanted the City to penalize the property owners for violating the ordinances. He stated that HOME Line is putting together a list of additional tenant protections, which is not ready yet, but one thing that will be on there is protecting tenants from discrimination based on sources of income.

Commissioner Said asked about tenants who run businesses out of their homes and if they would be protected if the tenant is doing certain things for the business. Mr. Anderson noted that there is nothing in the ordinance that protects them or gives them that right, but the tenant does at least have some right to the property and what it can be used for. He added that he is not aware of any kind of protection that grants them the right to necessarily operate a business. Commissioner Said stated that in other states, there have been tenants who have been kicked out because of doing transactions on their properties. Mr. Thao explained that if Commissioner Said is talking about a home-based business that violates city code or becomes a nuisance, then that might be the basis for non-renewing somebody, or it becomes a lease violation. Mr. Anderson explained that there is no protection for the ability to run a home-based business; it is just if your landlord says that you cannot, then the tenant is not allowed to, just like having a pet. Commissioner Said stated that in some of the newer, luxury apartments are stating in the lease states that the tenant cannot run any business. Mr. Anderson explained that there is no regulation on that, and that the landlord can do what they want if it is in the lease. He noted that for the Council, they would like to know if the Commission is supportive of the 30 days or an alternative, and if the Commission is supportive of the non-renewal.

Commissioner Freund asked if the Just Cause Non-Renewal is similar to the example given, noting that if a tenant has a pet, which is not allowed in the lease, but then removes the pet, the tenant may be allowed to stay. Mr. Anderson stated that the Staff is asking if the City should keep the Just Cause Non-Renewal, change it to something else, or completely get rid of it. He explained that the Just Cause Non-Renewal is that the lease terms are coming to an end, the lease probably states the landlord needs to give a notice of non-renewals, but in Brooklyn Center, the landlord

must also include the reason for non-renewals.

Commissioner Lee stated that, due to seeing that elders are vulnerable to different things from landlords and don't know their rights, she would like to see both the Just Cause for Non-Renewals and the 30-day notice in place. Mr. Thao noted that there are many cities around Brooklyn Center that are pushing for the 30-day notice as well.

Commissioner Said asked about the 30 days, and if that gives tenants an extra 30 days before the 30 days. Mr. Anderson gave an example of a lease that states rent is due on January 1, January 1 comes and goes, and the landlord can give a 30-day pre-eviction notice on January 2, then the landlord has to wait until February 2 before they can file that with the courts. He added that the tenant feels the 30 days helps find space, find somewhere else to go, and helps them try to get emergency assistance. He noted that a landlord would say it strains the relationship with the tenant because things are starting to the process faster.

Commissioner Lee asked if it would be possible to include in the ordinance that the tenant can move in the 15 days if able, but 30 days is a cushion, if it does not work out. Mr. Anderson stated that he cannot think of another checkpoint in the middle, but the tenant would be able to move out no matter what, and would probably still be breaking the lease. Mr. Thao noted that it does not prevent the tenant from negotiating an early termination with the landlord before eviction is filed with the court. Mr. Anderson explained that if the tenant is given the 30-day notice, and they know they will not be able to pay, the tenant could go to the landlord and negotiate to sign a termination lease and move out. He added that both parties would have to sign, but the tenant would be able to do that in the 30-day pre-eviction phase.

Ms. Eldridge asked if the Staff had seen an early release letter or termination. Mr. Thao stated that they have not; most of the pre-eviction notices have been for the full 30 days, and mostly for rent.

Commissioner Straub noted that he is in support of the 30 days. He stated that part of the landlord's hesitation with the 30-day notice is that if they want to evict a tenant for not paying rent, and 30 30-day pre-eviction notice is given, and then after that, a tenant can be evicted, the landlord is losing a full month's worth of rent. He asked if there is a mechanism in place to help remediate issues on the landlord's end for missing a month's worth of rent, and if there was, maybe the landlord would be more willing to give the 30-day pre-eviction notice. Mr. Anderson noted that the landlord has the potential for the landlord to pay, or the potential for the tenant to file for emergency assistance, and the tenant to receive the emergency assistance, so the landlord can get paid. He added that the City does not have a program right now for the landlord. Commissioner Said noted that in many cases, the landlord has the deposit as well. Commissioner Straub stated that many times in renting, deposits were just a few hundred dollars, rather than the thousand owed, but that may be how the landlords are adapting to this situation. Commissioner Said added that it is an incentive to the tenant to talk to the landlord if they are facing problems, because the landlord may work with the tenant. Commissioner Straub stated that the necessity of a large security deposit could be a barrier for a lot of people to secure housing. He added that it is an opportunity to increase visibility to landlords of the options for the tenants in these situations. He noted that increased education requirements for written notifications or ensuring that tenants are educated on their rights are always a great thing. He stated that the justifications needed for non-renewals are

great tools to fight biases that exist.

Mr. Anderson asked for thoughts on the 30-day or 14-day notices. Commissioner Straub stated that he does not think 14 days is enough, and with such a fast turnaround, it can be a tough time to do what is needed in that time period.

Commissioner Said asked about raising rent and if there is any control over how much rent can be raised. Mr. Anderson noted that the City does not have any control over rent raising, but the landlords mentioned that they would still have to follow fair housing practices. Commissioner Lee added that there is a margin in certain areas that landlords can only go so high. Mr. Anderson stated that certain properties are funded a certain way, so their funding source requires them to be affordable at a certain rate. Mr. Thao added that, generally speaking, the state is silent on how much rent can be increased. He noted that the only city that has anything is St. Paul, and there is a lot of pushback, and landlords can apply for an exclusion, which many have done because the three percent increase does not cover property taxes. Mr. Anderson added that 95 percent of the housing is not locked into a certain rate, there is a lot of naturally occurring affordable housing, but it is not legally bound affordable housing.

Commissioner Straub asked if the income restrictions are known to the tenants. Mr. Anderson stated that it is a known thing for sure and that the dollar amount does change from year to year. He added that for Area Median Income, AMI, there must be so many units at 60 percent, and so many at 80 percent, and that changes every year, so then landlords can raise rent, but it has to stay at 60 percent. He stated that many tenants came to the City from Sonders when rent was increased, but the landlord was under the expectation, so the increase was legal. Mr. Thao noted that the AMI is calculated on the Twin Cities metro, and it is very high, about \$90,000. Mr. Anderson added that a six percent AMI is common, and for a two-bedroom at 60 percent, the monthly rent would be \$1,788. Mr. Thao stated that the number is skewed because of the few people with very high incomes, and that is where AMI comes into play, which is calculated by the federal government. Mr. Anderson noted that the City does not have any regulations on rent increases. Mr. Thao stated that the only maximum requirement that landlords have is for late fees; they cannot go above eight percent of the rent.

Mr. Anderson stated that technically, a landlord could increase rent, and the tenant could refuse to renew the lease because of the increase in rent, then the landlord could Just Cause Non-Renew the tenant for refusing to renew the lease.

Mr. Thao noted that in the conversations with tenants, it was brought up whether or not landlords could require rent payments without having a rental license. He added that neither the City nor the State regulates it, so if the landlord is operating without a license, it is unknown if that would hold up in courts, and HOME Line is silent on it as well.

Mr. Anderson asked if there were more people on the same side as the other Commissioners. Commissioner White, Commissioner Freund, and Commissioner Said stated that they agree with the others as well.

Mr. Thao asked if there were any tenant protections that the Commission would like to explore.

Commissioner Said asked when a landlord raises rent, how is it known that they are doing so fairly to all of the tenants. Mr. Anderson stated that the City does not know anything about rent; it would take the tenant to investigate and take that information to a Fair Housing Agency. Commissioner Said noted that many of the developers are targeting the new families and making promises that are not kept. Mr. Thao added that many developers, for example, have a move-in introductory rate of \$1,500 when it would originally be \$1,700, and then rent goes up to \$1,900 after the lease is up to the landlord, which is only a \$200 increase because of the free introductory move-in rate.

Mr. Anderson stated that there has been discussion among the Staff about requiring the phone number to be posted in common areas so that complaints can be made. Commissioner Said noted that it is hard to find information, so it would be good to have posters that read know your rights and information about that on them. Commissioner Lee noted that it is very hard for the vulnerable and elderly, and that is why it is important to have the 30 days versus the 14 days. Commissioner Said asked if it was possible to add a clause for the elderly or vulnerable that may be different from the rest of the population. Commissioner Straub noted that it would come down to who defines the vulnerable, and many are going to give different answers. He added that universality in ordinances is more effective, because deciding who gets the 30 days versus 14 days, it is easier to enforce and not lead to lawsuits. Commissioner Said mentioned that what if a landlord buys the building and comes in and tells all the tenants they have to leave, this would be very hard on the elderly person. Mr. Thao noted that this would be in the Just Cause Non-Renewals and would have protection. Commissioner Lee stated that she is a big advocate for Just Cause because many do not know their rights, and more education needs to be done, like the posters in Minneapolis. Commissioner Straub noted that there are many people who would say that authority is telling me to do it, so it must be right. Commissioner Lee stated that the vulnerability of elderly people is that they trust people. Mr. Anderson noted that Commissioner Said's comment about the sale of the building is a different protection that was adopted in 2018. He added that when a sale takes place within 30 days of buying, the landlord has to give a 90-day notice if they are going to make material changes to the leasing criteria. Mr. Thao noted that many multifamily properties have been sold in the last three years, and all tenants have been given the 30-day notice.

Mr. Anderson explained the process from here and what the Staff would do with the information. He then went on to explain how the changing of the ordinance takes place. He added that it will be a process to get through all of the information. He stated that it is possible that it goes to the Council and nothing is changed, but if something is to be changed, it will take a little while.

Ms. Eldridge asked if the Staff has a feeling of whether Council is leaning one way or the other. Mr. Anderson stated that when it initially passed in 2021, it took multiple meetings and went back and forth several times, so it made for a very long process.

FUTURE MEETINGS (2026 SCHEDULE)

Ms. Eldridge noted that she spoke on this earlier in the meeting and would keep the Commission informed of the things to come on tenant protections.

Mr. Anderson gave a general update: the Staff is working to finalize the Economic Growth Plan and will present to Council on November 24. There was a market retail node that came from the plan, and it should be noted that Brooklyn Center is having a slightly positive absorption rate.

Commissioner Straub asked about the net plus or minus of business. Mr. Anderson stated that with Walmart closing, that is a negative, and a business moving in is positive, so it is even. He added that overall, the City is gaining more than it is losing.

Mr. Anderson shared that there is a lot of budget discussion, and the preliminary levy that has been adopted is \$4,970,000, which will result in the reduction of positions in City Hall and throughout the City. He added that the City is still working towards the construction of the opportunity site. He explained that the opportunity site is 80 acres, right in the middle of the city, which has a master plan for the site, and the City owns 40 acres of it. He explained that the developers and investors pulled up when the interest rates went up, so that is continuing to be worked through. He added that the first thing to be built will be a road, and then apartments that the City is hoping to start on in the next year. He noted some of the other construction happening in the City.

ADJOURNMENT

There was a motion by Commissioner White and seconded by Commissioner Lee to adjourn the meeting. The motion passed. The Brooklyn Center Housing Commission adjourned at 8:32 p.m.

Commissioner Freund

MINUTES OF THE PROCEEDINGS OF THE HOUSING COMMISSION OF THE
CITY OF BROOKLYN CENTER IN THE
COUNTY OF HENNEPIN AND STATE OF MINNESOTA

REGULAR SESSION
September 16, 2025

CALL TO ORDER

The Brooklyn Center Housing Commission was called to order by Commissioner Freund (Acting Chair) at 7:04 p.m.

MEETING ATTENDEES

Commissioner Laura Freund
Commissioner Aniya White
Commissioner Jamal Said
Commissioner Landon Straub

Commissioner Natalie O'Connor is absent and excused
Commissioner Alyssa Kuglin is absent

City Staff present: Associate Planner and Staff Liaison Krystin Eldridge, Community Development Director Jesse Anderson, and Housing and Community Standards Supervisor Xiong Thao.

Also present: Community Member Sam Golden

APPROVAL OF AGENDA

There was a motion by Commissioner Freund, seconded by Commissioner Said, to approve the agenda as submitted. The motion passed.

APPROVAL OF MINUTES

There was a motion by Commissioner Freund, seconded by Commissioner Straub, to approve the minutes of June 17, 2025, as submitted. The motion passed.

NEW NEIGHBOR BAGS UPDATES FROM COMMISSIONERS

Staff Liaison Krystin Eldridge asked for feedback on how the New Neighbor Bags delivery went, where the Commissioners delivered to, what things could be improved, and that they would mark on the map where they went. She noted that only Commissioners Straub and Freund went out to deliver the bags.

Commissioner Freund stated that the neighborhoods in which she delivered bags. She noted that she could do more, but would need additional bags.

Ms. Eldridge asked how Commissioner Freund felt things went or if there was anything that needed improvement. Commissioner Freund stated that people were friendly.

Commissioner Straub stated that the neighborhoods in which he delivered bags, and that he would be willing to go to more neighborhoods with additional bags. He added that the people were interested to see what was in the bags, and that the information which was contained in the bags was a great resource to have. He noted that there was no negative feedback from the people with whom he interacted.

Ms. Eldridge stated that they would try to deliver bags again before it gets cold. She asked if the Commissioners had neighborhoods that they preferred. Commissioner Freund stated that she could do some neighborhoods. Ms. Eldridge stated that she would not expect the whole neighborhood to be complete, as they are spread out, but if they go again, they could go in pairs or trios if more people are there.

Commissioner Said noted that he would be willing to go with others the next time they go out to deliver bags.

Ms. Eldridge stated that at the last meeting, they discussed putting together a list of contractors and handymen, but when talking to the City Attorney, they felt it was too much of a liability to collect people's information and keep it; however, if the Commissioners wanted to create a Facebook group or something like that, they could. She noted that people might think the City is showing preference to certain contractors, or do they have insurance, and how does that work with the City, so it was just best to not include the list in the bags.

Community Development Director Jesse Anderson added that the City cannot determine which contractors to recommend and which not to recommend, so it has asked to stay away from making recommendations for anything, because it can make the City liable for those recommendations.

Ms. Eldridge noted that if there were any other recommendations to send them to her and she could follow up on them.

Community Standards Supervisor Xiong Thao stated that having a handout to direct people to the Department of Labor and Industry's website, and information on how to use it to find a licensed contractor, or even an unlicensed one, might be helpful to have.

Commissioner Said noted that the original idea was to get in touch with your neighbor's handy person instead of looking for someone in a different city, but he understands that the City cannot endorse that. He added that getting a list together that is just used personally and shared with those who want it would still be a good idea to help form that sense of community. Ms. Eldridge stated that she understood the thought behind it, but it would need to be done not as Commissioners, but rather members of the community.

Mr. Thao added that by going to the Minnesota Department of Labor and Industry website, a person can look for contractors for specific zip codes or business names. Commissioner Said asked what the website was. Mr. Thao stated that it is MNDOLI, and the website uses IMS, so an account would need to be created, but then a search can be done for various types of contractors, etc.

Commissioner Straub asked when more bags would be put together. Ms. Eldridge stated that she

would have them by the next meeting.

Commissioner Said asked about putting more things in the bags that were discussed previously, such as coupons or finding other things to add. Ms. Eldridge stated that she did get some things from Dos Hermanos and had reached out to a few others, but had not heard back, so she could do another outreach.

Mr. Anderson stated that there is an application that the businesses can fill out, and that the Commissioners could have some as well to hand out if they would like to do that. He noted that he would look for that form to share with everyone.

ALL COMMISSIONER APPRECIATION NIGHT

Commissioner Freund introduced the topic of All Commissioner Appreciation Night.

Ms. Eldridge stated that the event would be held on October 8, from 6:00 p.m. to 7:30 p.m., and all of the Commissions would be present. She added that there would be activities, a presentation on what the Commissions have done for the year, and some awards.

TENANT PROTECTIONS UPDATE PRESENTATION

Commissioner Freund introduced the topic of the Tenant Protections Update Presentation.

Mr. Anderson stated that the Council directed Staff to review two different parts of the rental ordinance: the rental licensing program and tenant protections. He noted that Council had sent this before the Housing Commission previously, and the Commission made a recommendation not to change the ordinance, and now the Council is making the request again to review it.

Mr. Thao explained that he had presented to the group before, and that Mr. Anderson had stated the reason for the conversation, but the background is that the City of Brooklyn Center has always had a license program since the 1970s. He added that historically, those licenses have been two-year licenses, so you do an inspection and then you get a two-year license, but in 2010, the City changed the rental license program to a performance-based program, and with that change, it created four license types. He noted that the four license types are: a three-year, Type One; a two-year, Type Two; a one-year, Type Three, which requires an action plan; and a six-month, Type Four, which requires a mitigation plan. He explained that the purpose of an action and mitigation plan is for the City to add additional things to their license that are not part of the inspection process, such as lighting. He stated that the rental license program is based on the number of code violations found during the initial license inspection. He noted that the fewer the code violations that are found, the longer the license period a property qualifies for.

Mr. Anderson stated that the intent behind this is to motivate the landlords to keep the property maintained in good condition, so that they do not have to have inspections as frequently. He added that about five percent are Type Four properties, out of the 700 licenses in the City, and 15 percent are Type One, which is the second most common category, and everyone else is in the other two. He noted that 20 percent are in the lower performing category, while 80 percent are performing at a high level and not requiring as frequent inspections.

Mr. Thao added that the City is really encouraging landlords to be more proactive and pay attention to their housing in Brooklyn Center, rather than reacting to a list that would be given to them to do repairs every six months or three years.

Mr. Thao continued to talk about the license time frame and how the renewal process works. He noted that for a new license, you need to apply for a license, schedule the inspection within two weeks, then, after the initial inspection takes place, there are 30 days for the property owner to do anything that needs to be done, and then there is a follow-up inspection. He stated that after this inspection, whether the property passes or fails is decided. If the property passes, then the City Council needs to approve the license; if the property fails, then the process will continue to take place until it passes. He added that the process can turn very tedious, because the property owner needs to stay on top of it and renew when needed.

Mr. Thao noted that 100 percent of the units are inspected during the process; they do not miss anything or pick and choose. He added that inspections are also done on complaint-based as well, so if a tenant notes to the inspector that things were reported and not fixed, then it will be added to the correction list as well.

Commissioner Said asked if the tenant requests an inspection or makes a report, the landlord is given a chance to make corrections before it is added to the list. Mr. Thao stated that if they are already in the unit, then they will add it to the list because they will be back anyway to check it out, and it is better to have added it to the list so that it gets done. Mr. Anderson added that complaints from tenants outside of the maintenance of licensing are also taken into consideration and will need to be corrected, but no inspection fees need to be paid.

Commissioner White inquired about a tenant issue, specifically whether the tenant was removing a smoke alarm that was present upon initial inspection what the response would be. Mr. Thao noted that it would be written up as a missing smoke alarm and that the landlord would need to address the situation, but the inspectors do not determine guilt.

Mr. Thao stated that there are weather deferrals as well, so if there is anything exterior that can't be done in the winter, the inspection is passed, so it can go to the City Council to be approved. He added that paying the fee starts the fee of the process, but it does not mean that the license has been given.

Mr. Thao stated that the Council asked them to bring options to the Housing Commission to consider. He noted the first option is eliminating the Crime Free Housing Training, because very few cities are offering it.

Commissioner Straub asked if it is a class that teaches landlords how to create lower crime environments. Mr. Thao stated that it is a class that teaches a lot of different things about crime prevention, such as locks, lighting, vegetation, and being alert to possible crime in the area. Mr. Anderson noted that currently, it is only required if you are not a type one, but there are not really any classes right now. Commissioner Straub asked who runs the classes. Mr. Thao stated that it is through different cities, but not many are offering it anymore, and it is tough to get new landlords into the class because it fills up quickly.

Mr. Thao stated that the second option would be to eliminate the Crime Prevention through Environmental Design requirement, which is done by the City inspectors. He continued with the third option, which is to eliminate the Rental Plan requirement; number four is to address the inspection point system, and finally, number five is to change the inspection cycle, no longer having the tiered system.

Commissioner Freund asked if the City is noticing that with the tiered system, there is an advantage to encouraging people to take care of their properties. Mr. Anderson noted that, from his perspective, it allows the City to focus more on the lower-performing properties.

Mr. Thao stated that the City gained feedback from tenants and landlords in regards to the ordinance. He stated that they asked questions in an August 26th meeting of tenants, and found that they wanted more regulations, rules about vehicle parking, and information on landlords who do not have an active license. He noted that if the City takes about the license, then they also lose their enforcement tool. Mr. Anderson stated that the best way to get compliance is the property owner's motivation to obtain the license, and that generally, revocation of a license is not the way to go about getting compliance.

Commissioner White asked if, to rent out a property, it is mandatory to have a license. Mr. Thao stated that if the property is not owner-occupied, then it requires a rental license.

Mr. Thao continued to share information about the feedback from the tenants, who wanted to see more postings in the buildings in addition to email notices, more city engagement around tenant rights and tenant protections, notification of the residents of the City's actions against property owners or managers, and to create a City escrow account that the City manages to do repairs. He noted that internally, the idea of an escrow was discussed, but it would not work very effectively because there is already a state statute process. Mr. Anderson stated that some of the suggestions have some challenges, such as the more regulation suggestion, because with the codes, craftsmanship cannot be regulated. He added that generally speaking, tenants would like more information, more regulations, and more inspections.

Mr. Thao stated that they met with the landlords to receive feedback from them. They noted that they wanted fewer regulations, fewer inspections, and the main concern was that the City was doing too many inspections. He added that the landlords liked Brooklyn Park's inspection rental license program: Brooklyn Park only inspects 30 percent of the units one time per year, and the license is for one year. He noted that the landlords wanted to change the property code violation types because they did not want to get penalized for things that the renters were doing, but the City noted that it would be hard to figure out who was at fault for the violation. He stated that the landlords also asked for reduced costs for the inspections, so money could be used elsewhere, and the landlords would like a more uniform inspection process. He noted that the inspectors are put through training, and then once a year, there is a consistency training.

Mr. Thao asked if there were any comments or questions. Mr. Anderson noted that there is a work session for Council coming up on this subject, and that the minutes from this meeting would be brought to Council, so if there was anything the Commissioner would like noted, now would be the time to do so.

Commissioner Freund asked if it was about keeping the tiered system. Mr. Anderson stated that it is part of it, but it could be other things as well. He added that maybe it would be getting rid of the performance-based system, which many landlords, even those with three-year licenses, would agree with because of the time spent getting ready for the inspection.

Commissioner Straub noted that if landlords were keeping their properties in good shape all the time, then they would not need to spend the time to get ready for the upcoming inspection, so it seems like they would be taking less care of the property than is needed.

Commissioner White asked if the information would be going to the October meeting. Mr. Anderson stated they are hoping to bring it to the October 13th meeting.

Commissioner Said asked if there is a way to know what the general inspection is. Mr. Thao stated that there is a brochure with the common code violations that are found during an inspection for both single-family and multi-family, and that contains most things. Mr. Anderson noted that the list has the 200 most common codes that are violated, but the City uses the International Property Maintenance Code. Mr. Thao noted that the code was adopted in 2018 to have a more standard code, rather than just their own code.

Commissioner White asked about the codes and if they were life safety. Mr. Thao noted that the codes are a combination of life safety and maintenance.

Commissioner Straub asked if all code violations are treated equally, or if there is a sliding scale based on severity. Mr. Thao stated that at this point, all code violations are weighted the same, but some cities have a weighted system, Minneapolis and St. Paul. Mr. Anderson noted that when this version of the code was designed in 2009, and the City went from every two years to a performance-based system, they looked through two years of records and kind of calculated based on that.

Commissioner Said asked about the inspection being whether the property is liveable, but does not meet a certain standard, and it would still be able to be passed. Mr. Anderson noted that it could be challenging if the City went to an inspection program that was only life, health, and safety, because drawing that line for the inspection would be hard to do.

Commissioner Said asked if the inspection is seen as an obstacle because there are too many of them. Mr. Thao stated that the standards that are used are a minimum standard; they do not look at the quality of the work or the cross-mission of the work. He added that they are minimum codes that are being enforced, mixed with the health, life, and safety. Mr. Anderson noted that there are some gray areas, such as what kind of wall a hole is located in, or what door needs to work, and which door does not need to work, and that would require everything to be written into the code on what exactly to enforce.

Mr. Anderson asked for thoughts on the performance-based system and if it should go away, and if not, then should it be changed to make it easier on landlords, and should fewer units be inspected, no longer inspecting 100 percent of the units.

Commissioner Said stated that personally he thinks that 30 percent would be a good way to do it because then time can be dedicated elsewhere, and they would be back in two years anyway, and it is more friendly to the landlord as well. He noted that it may lead to more companies wanting to come into the City as well.

Mr. Thao asked when Commissioner Said noted being more friendly to the landlords, if he had any recommendations or ideas as to what he would like to see or recommend. Commissioner Said noted that when landlords do not have to spend as much on an inspection, then they can spend it elsewhere, and that would make the property more landlord-friendly. He added that this was why he suggested the health and safety-focused inspections.

Commissioner Straub stated that he has the opposite opinion on most of the thoughts about landlords. He noted in some respects, some areas could be made more flexible for the landlords, such as the training that could just be done through a well-thought-out PDF or document, without needing to be an in-person class. He added that, as someone who has rented in the past, he feels that many landlords do the bare minimum on inspections because it is not profitable for them to go above and beyond, and many of the advocacy options are ways for landlords to make more money and work around providing tenants with proper livable spaces. He stated that 30 percent of units per year is something that theoretically could be reasonable, depending on how it is done. He noted that he was not sure about how quickly the average rental degrades, but over the course of three years, a lot of damage can be done. Mr. Thao noted that more code violations are seen in family units because of the kids.

Commissioner Straub suggested that maybe the number of rooms inspected is a scale that changes depending on how many rooms are on the property, or if there is a multi-family versus single-family property. Mr. Anderson noted that Brooklyn Park has an annual license, and they have to inspect 33 percent. Commissioner Straub asked if it was the rooms that were marked down as inspected. Mr. Anderson noted that it was by floors. Commissioner White asked if that was true of single-family as well. Mr. Anderson stated it was the whole house, but it is done every two years, and apartments are done every year, but only 33 percent.

Commissioner Straub noted that there were easy wins for tenants that were being shown, that require very little effort from the landlord, but provide direct value to the tenant, such as towing and visitors, and that should be obvious information. He added that the physical posting of notices should be required, and also the notification of residents of the City's actions against the property owner. Mr. Thao noted that the information of where the complaint comes from is not public knowledge, but everything else is public data, and a citizen can request the information, and that will be provided to them.

Mr. Anderson noted there was another topic, so he wanted to know if there were any more comments. Commission Freund stated that the tiered system is working well and she likes it. Community Member Sam Golden agreed with the appreciation of the tiered system, but maybe have a two-year versus a three-year, and also not inspecting 100 percent of the units because of the cost burden to the property owner.

Commissioner White asked if reinspection of the units is 100 percent of the units inspected. Mr. Thao noted that only the units where code violations are, are reinspected.

Commissioner Said needed to leave the meeting. Mr. Anderson noted that the next topic could not be able to be discussed because that would not leave enough time, and if Commissioner Said left, then there would not be enough Commissioners for a quorum.

Mr. Thao explained that the handouts that he gave to the Commissioners were the state's ten protections passed in 2023 and 2024.

Commissioner Said asked if there was a way to do it via email. Mr. Anderson noted that it could be done that way, but it may be best to discuss it as well. He added that they would talk internally to see if the Council wants to still move forward in October without feedback or if they want to delay until November.

ADJOURNMENT

There was a motion by Commissioner Freund, seconded by Commissioner Straub, to adjourn the meeting. The motion passed. The Brooklyn Center Housing Commission adjourned at 8:26 p.m.

Chair O'Connor

Rental License Program / Tenant Protections Overview



September 16, 2025
Xiong Thao, Housing and Community Standards Manager

Purpose

- City Council wants to review the Rental license program and tenant protections ordinances.
- Staff has brought this matter to Housing Commission several times in the past few years.
- Discussion about rental license program and Tenant Protections ordinances.



Background

- Brooklyn Center has had a rental license program since the 1970s. Every property was issued a 2 year license.
- A **performance based** rental program was adopted in 2010 after the housing crisis which resulted in many vacant properties.
 - The program aimed to encourage proactive property management
 - Established 4 license types
 - Type I – 3 year license
 - Type II – 2 year license
 - Type III – 1 year license (Requires an Action Plan)
 - Type IV – 6 month provisional license (Requires a Mitigation plan)



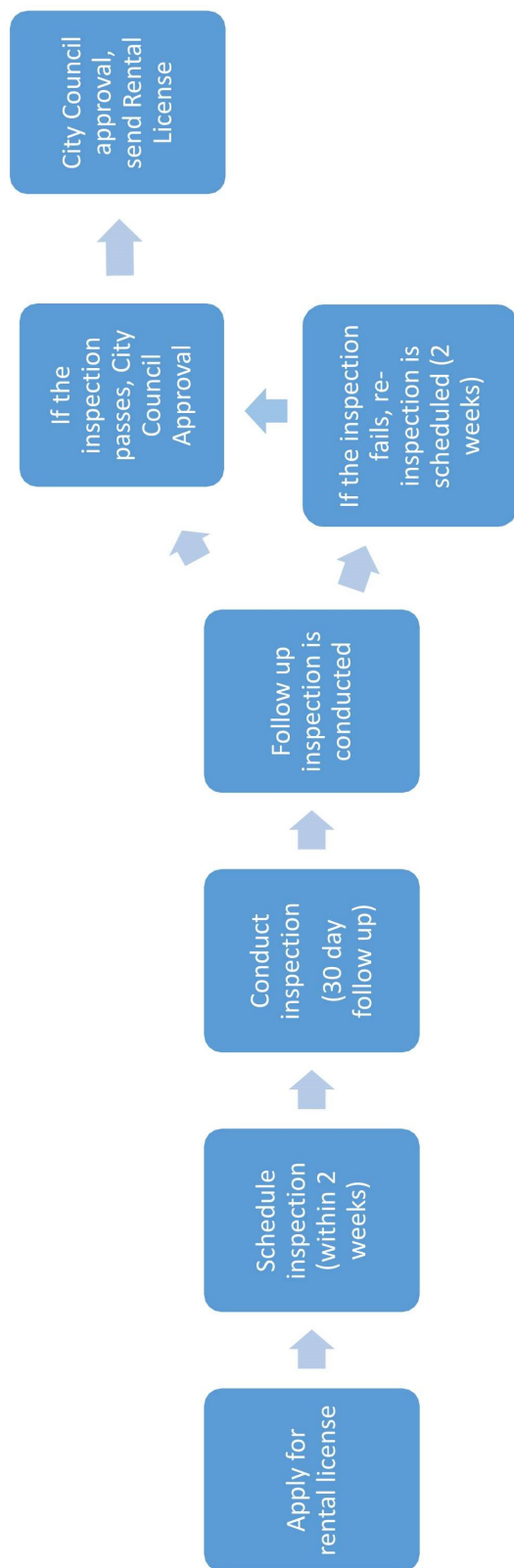
Background

- License type is based on the number of property code violations

License Type	Number of units	Property code violations per inspected unit
Type I – 3 year license	1-2 units 3+	0 - 2 0 - 0.75
Type II – 2 year license	1-2 units 3+	Greater than 2 but not more than 5 Greater than 0.75 but not more than 1.5
Type III – 1 year license	1-2 units 3+	Greater than 5 but not more than 9 Greater than 1.5 but not more than 3
Type IV – 6 month license	1-2 units 3+	Greater than 9 Greater than 3



License Timeframe



Inspection

- 100% of the units
 - Kitchen, bathrooms, windows, bedrooms, egress, smoke and co alarms, basements, hallways/stairwells, storage, mechanical systems, electrical, plumbing, exterior, parking lots, and garages
 - Complaint based property code violations may be added to the follow up inspection
- Weather deferrals
 - Exterior items that cannot be completed due to the weather
 - Siding, painting, yard work, driveway, concrete, roofing, etc.
 - Must pass inspection or pass with a weather deferral



License Approval

- Paying the rental license fee does not equal a license; the fee payment starts the rental licensing process.
- Before a license can be considered for approval
 - Pass rental inspection(s) and pay any reinspection fees
 - Current on utilities (water)
 - Current on property taxes
- All licenses must be approved by City Council



Options to Consider

1. Eliminate the Crime Free Housing Training: Limited class offerings
2. Eliminate the Crime Prevention Through Environmental Design (CPTED) requirement: Many properties have already completed this; new properties would be given the option to have it completed
3. Eliminate the Rental Plan Requirement: Action and Mitigation plan are often the reason properties remain a Type III or IV license
4. Adjust Inspection Point System: Increasing the number of violations a property can have for each license type.
5. Inspection Cycle: Revert to a 2 year license for every property



Discussion – Rental licensing

1. Do you think that the City's rental program has been effective in providing better quality housing or improved BC housing stock?
2. What part of the rental license program would you like the City to include or change?
3. What can the city can do to improve the rental license program?
4. Are there other rental license programs that the City should considering mimicking?



Meetings – Tenant / Housing Advocates

Tenant / Housing Advocate Meeting – August 26, 2025

- Wanted more regulation / inspections
- Create rules around towing vehicles
 - Require visitor parking spaces and hours
- Not require rent payment without an active rental license
- Revocation of rental license due to lack of repairs
- Require posting of notices in the building in addition to email notices
- More city engagement around tenant rights and tenant protections
- Notify residents of city's actions against a property owner/manager
- Create an escrow account that the city manages for repairs



Meetings – Proper Owners / Managers

Property owners / Managers– August 28, 2025

- Wanted less regulation / inspections
 - Too many inspections and causing hardship for tenants
 - Brooklyn Park only inspects 30% of the units 1x per year
- Reduce / change property code violation types
 - Tenant created vs owner neglect / Cite tenant for violation
 - Only consider life/safety violations
- Reduce cost of inspections
 - Use money saved for re-investment into the property
- More uniform rental license inspection process



QUESTIONS?



Tenant Protections

2018

- City adopted its first tenant protection
- **Notice of Sale**
 - Must provide notice to tenants and the city within 30 days of purchase
 - Allows for relocation assistance
 - Raises rents
 - Terminates or non-renews a lease
 - Require tenants to re-qualify for the lease
 - A material change of the lease



Tenant Protections

2021

- Adopted 2 new protections
- **Pre-Eviction notice**
 - Requires a 30 day notice if the property owner/manager is going to file an eviction
 - Rent Eviction Notice
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Tenant Protections

- **Just cause non-renewal**
 - Must be one of the following reasons for lease non-renewal
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 - Lease violation
 - Tenant refused to renew
 - Occupancy by owner or family member
 - Building is to be demolished or conversion
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 - Government order to vacate
 - Required employment on the property



Tenant Protections

- **Private enforcement of tenant protections**
 - Tenants can take action in district court against the property owner or manager for violations of the 30 day pre-eviction notice or just cause non-renewal.
- **State tenant protections passed in 2023 and 2024**
 - Notice before non-payment of rent evictions – 14 day notice required
 - Fee disclosure – Must disclose all mandatory fees for “total monthly rent”
 - Heat requirement – minimum heat at 68 degrees from Oct 1-April 30.
 - Expanded emergency repair
 - Must give 24 hour notice before entering the unit



Tenant Protections

- **State tenant protections**
 - Right to move-in and out inspections
 - No pet declawing or devocalization allowed
 - No force early lease renewals – no more than 6 months before lease ends
 - Crime free ordinance lease – cannot be evicted for crimes that were not committed on the property
 - Service support animal fee prohibited
 - No rent payments for condemned properties
 - Tenant right to organize
 - Shared sub-metering – Property owners must explain how the costs are shared.



Discussion – Tenant Protections

1. Did you know the city had tenant protections? Did you know that the State passed tenant protections?
2. How does tenant protections change the way you operate?
3. What additional tenant protections do you think the City should consider?
4. What additions/changes would you like the city to consider?



Meeting – Tenant / Housing Advocates

- Wanted the city to do more education about tenant protections
 - Especially around just cause non-renewal
- Require written notification in addition to emails or electronic notification
- City to penalize property owners / managers who knowingly violate the ordinance
- Homeline
 - Working on putting a list together
 - Protect tenants from discrimination based on sources of income



Meeting – Property Owners / Managers

- Reduce 30 day eviction notice to 14 day notice
 - Mirror State requirement
- Ability to non-renew bad tenants without a curing period



QUESTIONS?



Rental License Program Overview



Xiong Thao, Housing and Community Standards Manager
August 28, 2025

Background

- Brooklyn Center has had a rental license program since the 1970s. Every property was issued a 2 year license.
- A **performance based** rental program was adopted in 2010 after the housing crisis which resulted in many vacant properties.
 - The program aimed to encourage proactive property management
 - Established 4 license types
 - Type I – 3 year license
 - Type II – 2 year license
 - Type III – 1 year license (Requires an Action Plan)
 - Type IV – 6 month provisional license (Requires a Mitigation plan)



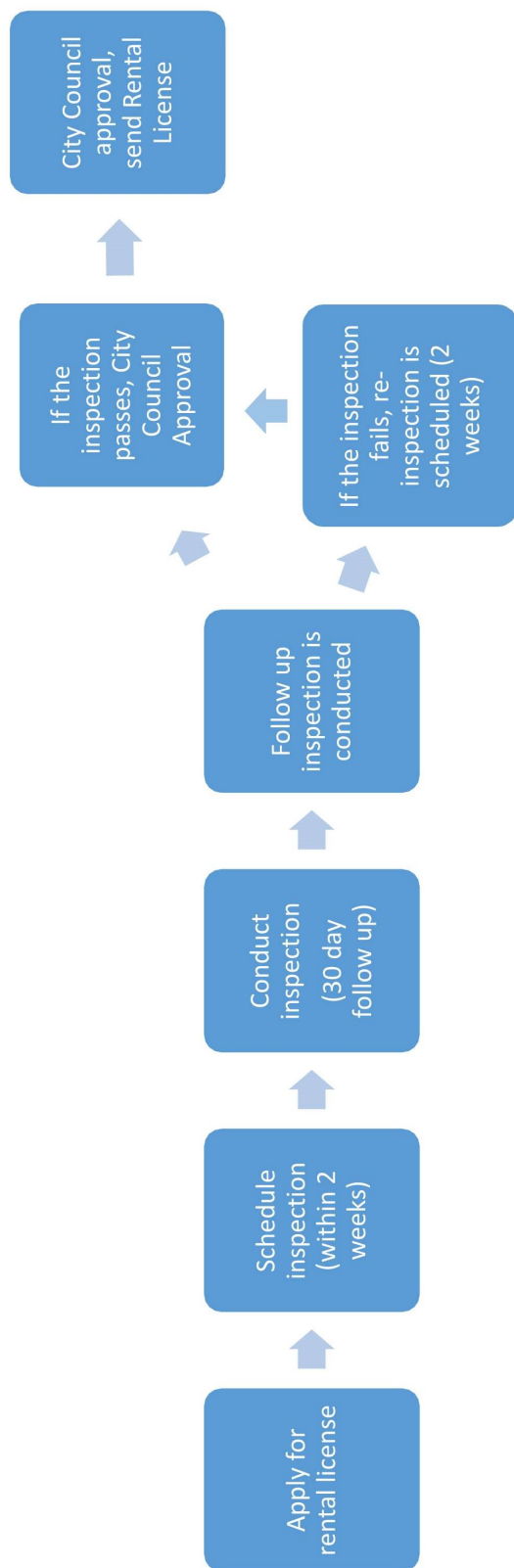
Background

- License type is based on the number of property code violations

License Type	Number of units	Property code violations per inspected unit
Type I – 3 year license	1-2 units 3+	0 - 2 0 - 0.75
Type II – 2 year license	1-2 units 3+	Greater than 2 but not more than 5 Greater than 0.75 but not more than 1.5
Type III – 1 year license	1-2 units 3+	Greater than 5 but not more than 9 Greater than 1.5 but not more than 3
Type IV – 6 month license	1-2 units 3+	Greater than 9 Greater than 3



License Timeframe



Inspection

- 100% of the units
 - Kitchen, bathrooms, windows, bedrooms, egress, smoke and co alarms, basements, hallways/stairwells, storage, mechanical systems, electrical, plumbing, exterior, parking lots, and garages
 - Complaint based property code violations may be added to the follow up inspection
- Weather deferrals
 - Exterior items that cannot be completed due to the weather
 - Siding, painting, yard work, driveway, concrete, roofing, etc.
 - Must pass inspection or pass with a weather deferral



License Approval

- Paying the rental license fee does not equal a license; the fee payment starts the rental licensing process.
- Before a license can be considered for approval
 - Pass rental inspection(s) and pay any reinspection fees
 - Current on utilities (water)
 - Current on property taxes
- All licenses must be approved by City Council



Options to Consider

1. Eliminate the Crime Free Housing Training: Limited class offerings
2. Eliminate the Crime Prevention Through Environmental Design (CPTED) requirement: Many properties have already completed this; new properties would be given the option to have it completed
3. Eliminate the Rental Plan Requirement: Action and Mitigation plan are often the reason properties remain a Type III or IV license
4. Adjust Inspection Point System: Increasing the number of violations a property can have for each license type.
5. Inspection Cycle: Revert to a 2 year license for every property



Discussion – Rental licensing

1. Do you think that the City's rental program has been effective in providing better quality housing or improved BC housing stock?
2. What part of the rental license program would you like the City to include or change?
3. What can the city can do to improve the rental license program?
4. Are there other rental license programs that the City should considering mimicking?



Tenant Protections

2018

- City adopted its first tenant protection
- **Notice of Sale**
 - Must provide notice to tenants and the city within 30 days of purchase
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Tenant Protections

- **State tenant protections**
 - Right to move-in and out inspections
 - No pet declawing or devocalization allowed
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 - Tenant right to organize
 - Shared sub-metering – Property owners must explain how the costs are shared.



Discussion – Tenant Protections

1. Did you know the city had tenant protections? Did you know that the State passed tenant protections?
2. How does tenant protections change the way you operate?
3. What additional tenant protections do you think the City should consider?
4. What additions/changes would you like the city to consider?



Rental License Program Overview



Xiong Thao, Housing and Community Standards Manager
August 26, 2025

Background

- Brooklyn Center has had a rental license program since the 1970s. Every property was issued a 2 year license.
- A performance based rental program was adopted in 2010 after the housing crisis which resulted in many vacant properties.
 - The program aimed to encourage proactive property management
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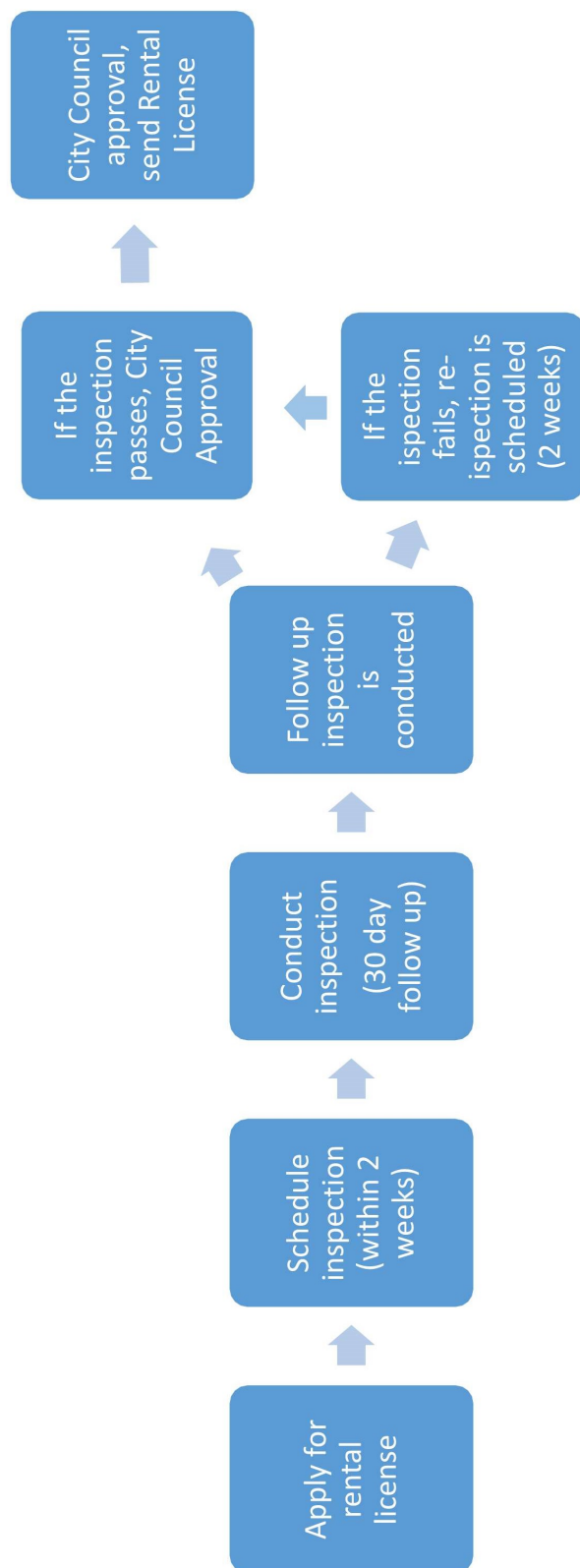


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 - Complaint based property code violations may be added to the follow up inspection
- Weather deferrals
 - Exterior items that cannot be completed due to the weather
 - Siding, painting, yard work, driveway, concrete, roofing, etc.
 - Must pass inspection or pass with a weather deferral



License Timeframe



Discussion – Rental licensing

1. Do you think that the City's rental program addresses tenant concerns?
2. What part of the rental license program that you, as a tenant, would like the City to include or change?
3. How effective is the rental license program in addressing property maintenance, tenant concerns, and overall property conditions?



Tenant Protections

2018

- City adopted its first tenant protection
- **Notice of Sale**
 - Must provide notice to tenants and the city within 30 days of purchase
 - Provides relocation assistance
 - Raises rents
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Discussion – Tenant Protections

1. Did you know the city had tenant protections? Have you or do you know anyone who has benefited from the cities tenant protections?
2. Did you know that the State passed tenant protections?
3. What additional tenant protections do you think the City should consider?



Council and City Staff:

LICENSING PROGRAM

As a group of housing providers in Brooklyn Center, we appreciate the engagement in revising the Rental Licensing and Inspection process, and Tenant Protection Ordinances. In our meeting at City Hall, we were represented by almost half of the rental housing in the city and collectively submit our recommendations for an equitable process that helps to achieve the goal of maintaining the quality of rental housing in the city without undue burdens on the housing providers and the residents in our communities.

As a group, we share a common goal with the citizens of our city and communities. With the nature of the multi-housing market in the current economic climate we are all united in our goals to provide quality and safe housing for our residents and to maintain our properties. The cost of owning and managing rental housing is extremely high. The current inspection process needlessly increases costs for our residents and places a burden on managers and owners that desire to continue to maintain and invest in our communities. Additionally, the highly intrusive nature of the inspection and re-inspection process causes unnecessary disturbances to our residents and creates conflict between our residents and managers along with these higher costs being passed along to our renters.

The current standard of inspections using building code is too cumbersome and should apply only to new construction, it is also applied without consistency or uniformity dependent on who is conducting the inspection, meaning one inspector might flag 10 items while another might flag 35. Many of these issues do not directly relate to the quality or safety of the rental housing but are more non-essential deferred maintenance. Much of that deferred maintenance cannot be addressed as the cost of the inspection process in Brooklyn Center is so high that on-going investment is financially unrealistic. The overall result runs contrary to the goal of maintaining a higher quality of rental housing in the city. As an example, property owners were tagged for a quarter sized hole, three stories high, in their soffit. In order to get their license, it needed to be repaired. To repair this, a lift was needed and the property owner paid \$2700 to repair a one inch hole, preventing them from completing other upgrades to their property, as maintaining a budget for small repairs like this are overly expensive and need to be kept in reserve in case items like this are tagged during inspections. Further on a Type III license, licensing fees are so expensive annually that it further reduces capital improvements.

In a neighboring community a 96-unit building was inspected and was tagged on 28 items. A property in Brooklyn Center that was approximately twice the size had 57 pages of violations. A sample of violations: Inspector unable to walk in a path to the back of a garage, dusty vent fans in the bathrooms, greasy exhaust filters in the kitchen, tub spout caulking, and a loose bi-fold closet doorknob.

Many of these violations are tenant caused, such as blocking egress, cleanliness issues, or simply small items that have never been reported to management as the residents do not feel it consequential and would rather maintain their privacy, such as a range burner being out. While all residents are given notice of inspection dates some simply do not cooperate with the city requirements, thus requiring re-inspection and adding fees to the residents.

Lastly, the burdensome costs associated with owning and managing rental housing in Brooklyn Center is well known in the market. Many of us have received calls from brokers and buyers asking about the process. It has a detrimental effect on values given the labor and material costs to manage the inspection and re-inspections, and also the timelines and fees associated. This is an issue for the city as with depressed values it discourages quality ownership and management and can encourage out of state, less than professional owners and managers as they view the lower cost of properties in Brooklyn Center as a deal, these buyers typically are not invested in the larger community. These lower property values also needlessly lower the tax base for the city and passes that tax burden onto homeowners.

We believe the following recommendations accomplish the goals of maintaining the quality and safety of rental housing in Brooklyn Center, minimizes the disruption and cost to our residents and fosters a culture of cooperation and partnership between the housing providers and the city of Brooklyn Center.

- Eliminate the performance based rental program
 - Replace it with standard annual inspections of a portion of the units. We propose 1/3 of the units at each property, as an example one floor per year. This allows inspectors to be at every property every year and be in communication with the residents of the community and the managers/owners regularly. It also allows for consistent licensing fees annually for the city budgets.
- Revise the checklist for what is being inspected.
 - Instead of the entirety of the building code, develop a list of approximately 20 items that are critical to the LIFE, HEALTH, AND SAFETY of the residents along with common areas, garages and exteriors. Not cosmetic or deferred maintenance items, such as screens, appliances, caulking, light bulbs, range burners, etc. These are items that will be addressed as standard work orders if the residents request it. Allow maintenance to make small corrections, such as battery replacement in smoke detectors, at time of inspection.
- Do not make licensing contingent on Inspection but rather contingent of the licensing fee.
 - The timelines are tight for inspection, re-inspection and further re-inspection. The penalty for not hitting these compressed timelines is a potential suspension of the license which is catastrophic as it potentially impacts insurability and even can put the loan into default with the lender. Any failure to comply by the apartment community can be addressed with fines and administrative citations.

These recommendations simplify the process for both housing providers and city staff, encourage regular engagement with all stakeholders, including community residents, stabilizes both city and property budgets and allows for re-investment into property improvements valued by residents, increases property values by making the process consistent with surrounding metro area cities which increases taxable value and tax revenue to the city. It would be seamless to implement and consistent in enforcement. Our suggested inspection process changes for Brooklyn Center are based on how surrounding communities, such as Brooklyn Park and Golden Valley, inspect multi-family rental housing.

TENANT PROTECTION ORDINANCE

The 2021 Tenant Protection Ordinance has had the opposite effect intended. As written, it provides an environment that displaces good citizens and community residents while protecting individuals engaged in criminal activity that have a disregard for the rights of quiet enjoyment of the rest of the community. Specifically, the Just Cause Non-Renewal. As housing providers, we are aligned with the city in trying to maintain safe housing for our residents. We are on the front lines when it comes to addressing these issues. Non-renewal is our best tool to be able to resolve conflict with neighbors based on multiple neighbor complaints or criminal activity that is not enforceable by the police, as it sometimes is not the leaseholders themselves but the people that visit them. Currently the city loses many good residents as they are moving out based on these issues and as housing providers, we do not have the tools to address these issues without being in violation of the city's ordinance.

Further, the 30-day notice for eviction creates some of the same issues in addition to others, as it allows that time for a disrespectful or criminal neighbor or guest to continue their behavior. In case of non-payment, it increases the amount owed that eventually goes to court, putting those residents deeper in financial burden. The current legal process with the current state law of 14-day notice and 3-5 weeks for court processing before proceedings give residents approximately 6 weeks to work through these issues both at the property and in the courts.

As housing providers, we have no incentive to evict or non-renew residents. Inherently our goal is to have full occupancy with good citizens of our community and city.

There are significant regulations both on the State and Federal level regarding these issues and more. Tenant protections and fair housing practices are codified into our system with regulatory agencies such as the MN Dept. of Human Rights and HUD address these issues aggressively. Adding a city-wide ordinance creates confusion for all stakeholders and adds to conflict and the potential for misunderstanding which ultimately has a negative impact on the people that the city is trying to protect and serves only to protect the residents that are disrespectful to their neighbors and community at large causing displacement of the good neighbors and positive contributors to our communities.

- As such we recommend that the City of Brooklyn Center repeal the 2021 Tenant Protection Ordinance and revert to the uniform State Law regarding these issues.

Thank you for the outreach and engagement with the housing providers in Brooklyn Center. We are happy to discuss further and elaborate on these nuanced concerns. Our goals are aligned, and we desire to be in partnership with the city to maintain quality and safe housing for all our residents in communities and the city.

Sincerely,

By: Shay Kahl
Name: Prop. Mgt
Community: Atlas Point Apartments

By: RH Gun

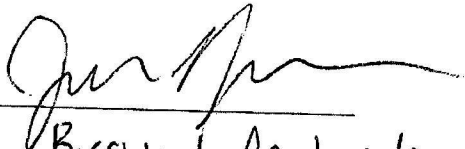
Name: BOB GARDNER

Community: RIVERWOOD + AVENUE

By: Chay Kahlr
Name: Property MGT
Community: Basswood Apartments

By: 
Name: Don behalf of ownership
Community: The Pines North LLC

By: _____



Name: _____

Basswood Apartments

Community: _____

4450 Bass Lake Road

Brooklyn Center, MN

55429

By: Erik Falkman

Name: Erik Falkman

Community: Melrose Gates; Lake Pointe Apartments

By: 

Name: Carter R. Nelson

Community: Gateway Commons

Xiong Thao

From: Erik Falkman <erik@sasapartments.com>
Sent: Friday, October 3, 2025 11:01 AM
To: April Graves; Teneshia Kragness; Dan Jerzak; Kris Lawrence-Anderson; Laurie Moore; Reggie Edwards; Xiong Thao; Xiong Thao; Jesse Anderson; Jesse Anderson
Subject: Brooklyn Center Inspections
Attachments: 202510031006.pdf

Mayor, Councilmembers, and Staff,

As a group we would like to thank you for your engagement in revisiting the Inspection Process and Tenant Protection Ordinances in Brooklyn Center.

We are grateful to be able to participate in this dialogue and look forward to working in partnership with the city for the benefit of our communities, and our residents and their homes.

As requested, we have provided our thoughts and recommendations in the attached for revisions to the current policies that we believe will benefit all stakeholders.

Please let us know when this will be on the agenda for the council.

Thank you again and all my best-

Erik Falkman



Erik Falkman

Chief Operating Officer, Soderberg Apartment Specialists

[763-746-4020](tel:763-746-4020) | erik@sasapartments.com

www.sasapartments.com

6401 Camden Ave N. Brooklyn Center, MN 55430

Rental License Program



City Council Meeting, January 12, 2026
Jesse Anderson, Community Development Director

Historical Background

- It was brought to council for discussion during the November 24, 2025 city council meeting.
- The suggested changes are based on council feedback and recommendations.
- Staff met with Brooklyn Park's rental license program staff to discuss the rental license program



Proposed Changes

- Eliminate the performance based rental license program and additional requirements currently in chapter 12-900.
 - 8-hour crime free housing training
 - Crime Prevention Through Environmental Design (CPTED) inspection
 - Action and Mitigation plan requirement
 - Property owners must be current on property tax and utilities before a license is issued.
 - Police calls for service in determining the license type.



Proposed Changes

- Create a new 2-year rental license program which includes single family and multi-family properties.
- The 2-year rental program would not change workload or staffing levels.

Metric	Current Tiered System (Min. 2 Visits/Renewal)	Proposed 2-Year Cycle (Min. 2 Visits/Renewal)
Type I (3-year)	~239.4 inspections (359 / 3 * 2) ²²	359.0 inspections (359 / 2 * 2) ³³
Type II (2-year)	201.0 inspections (201 / 2 * 2) ⁴	201.0 inspections (201 / 2 * 2) ⁵
Type III (1-year)	124.0 inspections (62 / 1 * 2) ⁶	62.0 inspections (62 / 2 * 2) ⁷
Type IV (6-month)	124.0 inspections (31 * 2 cycles * 2) ⁸	31.0 inspections (31 / 2 * 2) ⁹
Total Annual Volume	~688.4 Inspections	~653.0 Inspections
Net Change	—	~35.4 fewer inspections



Council considerations

- The rental license inspection process.
 - Does the council want to issue the rental license and then conduct the inspection or does council prefer to issue the license after the property passes the rental license inspection?
- Currently rental license do not transfer to a new owner. Would council consider allowing rental licenses to transfer to a the new property owner?
- Currently all rental licenses are on the consent agenda for approval. Does council still want to approve all rental licenses or should license be issued administratively by staff?



Next Steps

- Staff would then prepare a new ordinance for council consideration outlining a new rental license program.
- Since it is a change to the ordinance there would be a 1st and 2nd reading with a public hearing.
- After the 2nd reading, if adopted, the change would be effective 30 days after the publication.



Questions?

Are there additional changes that Council would like staff to update or bring forward for consideration?



Council Regular Meeting

DATE: 1/12/2026
TO: Council Study Session
FROM: Xiong Thao, Housing and Community Standards Manager
THROUGH: Jesse Anderson, Community Development Director
BY: Xiong Thao, Housing and Community Standards Manager
SUBJECT: Tenant Protection Ordinance Change

Requested Council Action:

- It is requested that the council provide staff with any additional changes before bringing forward a council action to change the ordinance.

Background:

The tenant protection ordinance was presented to council during the November 24, 2025 work session. Based on the work session conversation, a proposed draft ordinance is attached for council's review.

Staff would like council to address a couple items that have come up since the work session discussion.

There was significant discussion regarding the 30-day pre-eviction notice and just cause non-renewal section of the ordinance. However, there was no discussion regarding the notice of sale section of the ordinance. Does council want to revoke or change that section of the ordinance or keep it in its current status?

Further, does council want to amend the 30-day pre-eviction notice section of the ordinance to match the State's pre-eviction notice or just remove it and default to the state statute?

Once council has reviewed and provided comment, staff will bring back the ordinance for 1st and 2nd reading.

Budget Issues:

There are no budget issues to consider.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

ATTACHMENTS:

1. PowerPoint Presentation - Tenant Protection Ordinance (WS)
2. November 24, 2025 Council Work Session Packet
3. Tenant Protection Ordinance Draft with strike-through

Tenant Protection Ordinances



City Council Meeting, January 12, 2026
Jesse Anderson, Community Development Director

Historical Background

- It was brought to council for discussion during the November 24, 2025 city council meeting.
- The suggested changes are based on council feedback and recommendations.
- Staff attached a draft copy of strikethrough ordinance for review.



Proposed Changes

- The proposed ordinance in the council packet show:
 - Strikethrough definition sections of Chapter 12 pertaining to tenant protections.
 - Strikethrough 12-912D.4: Pre-Eviction Filing Notice and 12-912D.5: Just Cause Notice of Nonrenewal of Lease to Tenants.



Council considerations

- Does the council want to revoke or change the tenant protection ordinance regarding the notice of sale?
- Does the council support the draft ordinance attached that removes the pre-eviction notice and the just cause non-renewal.
- Does the council want to adopt an ordinance that aligns with the state's 14 day pre-eviction notice?



Next Steps

- Since it is an ordinance change, staff would bring forward a copy of the proposed ordinance revocation for council consideration.
- There would be a 1st and 2nd reading with a public hearing.
- After the 2nd reading; if adopted, the change would be effective 30 days after the publication.



Questions?

Are there additional changes that Council would like staff to update or bring forward for consideration?



Council Regular Meeting

DATE: 11/24/2025
TO: Council/EDA Work Session
FROM: Xiong Thao, Housing and Community Standards Manager
THROUGH: Jesse Anderson, Community Development Director
BY: Xiong Thao, Housing and Community Standards Manager
SUBJECT: Tenant Protections Discussion

Requested Council Action:

Provide direction to City Staff on next steps, if any.

Background:

City Council requested staff to bring forward a discussion of the City's Tenant Protections.

Ordinance Summary

30 Day Pre-Eviction Notice: This section of the ordinance requires a 30 day notice to a tenant prior to filing for an eviction for non-payment of rent or a material breach of lease.

Just Cause Non-Renewal: This ordinance prevents a property owner or manager from non-renewing an existing tenant's lease without just cause. Just Causes:

- Non-payment of rent
- Material non-compliance of the lease
- Refuse to renew a lease agreement
- Occupancy by the property owner or family member
- Building demolishing or conversion
- Rehabilitation or renovation
- Complying with a Government order to vacate
- Occupancy conditioned on employment

Recent Engagement on Tenant Protections Summary

Staff met with property owners/managers and tenants and tenant advocate organizations separately to discuss the current tenant protections. The recording of the meetings were shared with City Council members during a weekly update. Below are the summaries from both meetings.

Staff met with tenants and tenant advocates on August 26, 2025. Staff posted the notices in several multifamily properties and sent email invites. In total, there were 12 participants. During the meeting, staff presented an overview of the city's tenant protections and highlighted the state's tenant protections passed in 2023 and 2024.

Staff passed out HomeLine's handouts outlining each of the state's tenant protections.

Following the presentation, staff posed a few questions to the group. After the presentation, staff also had a list of questions to start the conversation. Ideas and topics that came up during the conversation were:

- Collectively, the group liked the city's tenant protections and wanted the city to pursue more protections.
 1. Many liked the 30-day pre-eviction notice vs the State's 14-day notice and feel that it would continue to provide tenants with time to apply for rent assistance and/or look for new housing.
 2. Just cause non-renewal is important in preserving someone's housing.

The city should continue to provide education about tenant protection, since tenants are still not aware and many were impacted by the lack of knowledge.

1. An example was provided that a property manager gave non-renewal notice to 40 residents and many moved out because they were not aware of the protection.
- Penalize property owners/managers who purposely neglect the city's protections even if they rescind the improper notices. Put specific penalties in place.
 - HomeLine is working on proposing additional tenant protections that the state or cities can consider, such as providing protections to tenants based on sources of income. The full list has not been published yet.

Following the meeting with tenants and tenant advocates, staff had a meeting with property owners and managers on August 28, 2025. Email invites were sent to primarily multifamily property owners and managers. However, staff did invite several single-family property owners and managers to the meeting. In total, there were 12 participants that attended the meeting and one council member.

Similar to the tenant meeting, staff did a presentation on the tenant protections that the city currently have adopted and then opened up the conversation with a set of questions. During the meeting, staff presented an overview of the city's tenant protections and highlighted the state's tenant protections passed in 2023 and 2024. Ideas and topics that came up during the meeting were:

- Tenant protections create an adversary relationship with tenants due to property owners having to preserve their rights.
- Staff stated some of the challenges that were expressed during the tenant discussion.
 - Generally, they want more protection.
 - Increase protections on towing vehicles
 - Increase citing property code violations
 - Take action on property owners who abuse tenant protections

- Protecting tenants due to their source of income
 - Increase inspections around mold/mildew
- There was consensus that the 30-day pre-eviction notice was too long and the city should revert to the State's 14-day notice. The eviction allows tenants to seek rental assistance and most property owners would accept a guarantee of payment from a housing provider. Many property owners do not want to evict tenants due to difficulty and cost.
- There were some concerns about the just cause non-renewal and the requirement for a curing period. Staff stated that there was not a curing period for the just cause non-renewal period and the property owner would only need to provide the reason for the non-renewal.
- It was stated that there are a few bad apples that caused the State to pass tenant protections and not all property owners acted that way.

Staff met with the Housing Commission and presented the tenant protection information on October 21, 2025, during the Housing Commission meeting. Staff explained that the first tenant protection was adopted in 2018, which applied to multifamily properties that sold to new property owners. It was a required notice that the new owner had to give tenants of any changes to the lease, rent, or other conditions. The next set of protection was adopted in 2021, which included a 30-day pre-eviction notice, a just cause non-renewal notice, and giving tenants that authority to take legal action if these rights were violated. It was explained to the Commissioners that there was a robust discussion with property owners, tenants, and tenant advocates before bringing the tenant protections to council for consideration.

Staff explained what the 30-day pre-eviction notice means and how it would work. Staff explained that within the notice that is given to the tenant, the notice allows for the tenant to cure the lease violation. Staff then explained the just-cause non-renewal, stating that there are eight reasons why a property owner/manager can non-renew a tenant. It was explained that these two tenant protections do not require much staff involvement and when there are issues, staff will follow up with the property owner/manager about the violation.

It was then explained that in 2023 and 2024 the State of Minnesota passed additional tenant protections. Copies of the State's tenant protections were handed out to the Commissioners for review. Staff highlighted a few of the State's tenant protections and explained what some of the new protections mean.

Ideas and topics that came up during the meeting were:

- Commissioner Freund asked what the motivation to bring the rental license program and tenant protection to the Housing Commission and whether it was due to dissatisfaction with the current system. Staff stated that it was a council directive and a possible constituent request. Staff also stated that it was a similar request made two years ago by council. During the last discussion about tenant

protection, the Housing Commission recommended that there be no change to the tenant protection ordinance.

- Commissioner Said asked if a tenant would be protected if they operated a business out of the home, since he has heard of individuals conducting transactions out of their home. Staff stated that there are some rights that they would have because they are a tenant, but it would depend on whether they can use the property for business. Generally speaking, there are no protections that would allow the business to operate, if the lease does not allow a business to operate. If the property is in violation of the zoning code or a nuisance, then that might be grounds for a lease violation or termination.
- Commissioner Freund asked a question to clarify just cause non-renewal. Staff explained that when a lease is ending, the property owner must provide a reason as to why they are not renewing the lease and the property owner cannot just terminate the lease without a reason outlined in the ordinance.
- Commissioner Lee stated that due to the vulnerability of elderly people, she liked both the 30-day pre-eviction notice and just cause non-renewal protections.
- Commissioner Said asked a question to clarify the 30-day pre-eviction notice. Staff stated that before the property owner can file an eviction, they must give a 30-day notice stating the reason for the eviction and how to cure it. The example that staff provided was a late rent payment stating that if rent is due on the 1st of the month, the property owner can give notice that they will file an eviction for non-payment of rent on January 2nd and then file the eviction on February 2nd for non-payment of rent.
- Commissioner Lee asked a question about moving out during the 30-day pre-eviction notice period. Staff stated that the tenant can move out during the notice period and does not prevent the tenant from negotiating with the property owner.
- Commissioner Straub stated that he is in support of the 30-day notice and once the 30-day notice is given, the property owner can potentially lose out on a month of rent. Staff stated that within that 30 days, it would allow the tenant to seek rental assistance so that the property owner can get paid. Commissioner Said stated that the property owner has the deposit and that can be used to pay for the rent.
- Commissioner Straub stated that ongoing education about tenant rights is a good thing and justification for non-renewals is a great tool against biases. He also thought that giving a tenant 14 days was not enough, and it is too fast of a turnaround.
- Commissioner Said asked about raising rents and if there are any controls over that issue. Staff stated that the city currently does not have any rules about rent increases, but property owners are still required to follow fair housing rules. Staff also stated that State laws are also silent on how much rent can be increased; State laws only address late fees. Staff alluded to the City of St. Paul's rules around rent increases. The city allows property owners to apply for a waiver if property owners go above the city maximum amount.
- A question was asked about income restrictions and staff explained how area

median income (AMI) is calculated and used to determine rents. Staff stated that there are some properties that are income restricted and legally obligated to follow a rent increase schedule.

- A point was made that a tenant can refuse the rent increase and choose not to renew the lease, which would be a reason that the property owner can cite for not renewing the tenant's lease agreement.
- Commissioner Said asked if the city would know if the property owner is raising rents fairly. Staff stated that the city would not know, and it would be a fair housing issue and require an investigation. Commissioner stated that some developers are targeting new families and making promises and then not keeping those promises. Staff stated that there are many developers who hope to fill the units fast, offer introductory rates and, after a while, increase rents after that period ends. The rent increases may seem higher than normal due to the introductory rent prices.
- Many of the Commissioners agreed that having a poster with various contacts would be good for tenants, since finding information can be difficult. Commissioner Lee stated that information is difficult to find. That is why 30 days is needed versus the 14-day notice.
- Staff further explained the notice of sale and how that differs from the 30-day pre-eviction notice. A sale of a building requires a different type of notice if there are going to be changes to the lease or rent.

Summary of Feedback

After reviewing the discussion from all stakeholders, there appears to be general support for the city's tenant protections. Property owners want to reduce tenant protections, while tenants, advocacy groups, and the Housing Commission support what the city currently has and does not want any reductions. In addition to tenant/property owner laws, the State has seen the need for increased tenant protections and passed additional laws ensuring that tenants have increased rights to prevent tenants from losing their housing.

There are a couple of questions for discussion with the Council.

1. Are there any additional protections that the Council would like staff to research and bring back for discussion?
2. Are there any protections that the Council would like to remove or reduced to the current tenant protections?

Budget Issues:

There are no budget issues to consider.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

ATTACHMENTS:

1. Past Minutes and Council Memos Relating to Tenant Protections
2. 2025.10.21 HC
3. Unapproved 2025.09.16 HC (002)
4. Tenant protection ordinance

MINUTES OF THE PROCEEDINGS OF THE HOUSING COMMISSION OF THE
CITY OF BROOKLYN CENTER IN THE
COUNTY OF HENNEPIN AND STATE OF MINNESOTA

REGULAR SESSION

July 18, 2023

CALL TO ORDER

The Brooklyn Center Housing Commission was called to order by Chairperson Enger at 7:03 p.m.

MEETING ATTENDEES

Chair Gretchen Enger

Vice Chair Michael Donnelly

Commissioner Lori Best-Deyoe

Commissioner Laura Freund

Commissioner Jerry Gayflor

Commissioner Elizabeth Riel – not present

Commissioner Florence Williams – (joined via WebEx at 7:12 p.m.)

City Staff present: Community Development Director and Staff Liaison Jesse Anderson and City Associate Planner Krystin Eldridge. City Clerk Barb Suci joined the meeting via WebEx at 7:13 p.m.

Also present: Marty McDonough, Director of Government Affairs with Minnesota Multi Housing Association (MHA), City Councilmember Dan Jerzak, and Eric Falkman, COO with Soderberg Apartments.

WELCOME AND INTRODUCTION

The members of the Commission introduced themselves to one another.

Commissioner Best-Deyoe asked if Brooklyn Center is 20 percent rental properties. Staff Liaison Jesse Anderson stated he doesn't know offhand. City Planner Krystin Eldridge noted it was about 40 percent rental properties when she last looked at the statistics.

Commissioner Best-Deyoe asked if group homes count in that percentage. Mr. Anderson explained group homes or other rental properties are only counted as a rental if a rental license is needed. If the homeowner also lives on site, there is not a need for a rental license.

Commissioner Best-Deyoe noted part of the reason she wanted to join the Housing Commission is because of all of the rentals and group homes on her street.

APPROVAL OF AGENDA

There was a motion by Chair Enger and seconded by Vice Chair Donnelly to approve the agenda as submitted. The motion passed.

APPROVAL OF MINUTES: APRIL 18, 2023 AND MAY 16, 2023

There was a motion by Chair Enger and seconded by Commissioner Gayflor to approve the minutes for the April 18, 2023 and May 16, 2023 Housing Commission meetings. The motion passed.

NEW NEIGHBOR PROGRAM

HOUSING COMMISSIONER TO PROVIDE FEEDBACK ON PACKETS

Staff Liaison Jesse Anderson stated the packets are still being put together by Staff. He explained the New Neighbor Program is a hand-delivered bag from a Housing Commissioner to any new residents of Brooklyn Center. There is a hope to deliver in early August, and the deliveries are most successful on weekday evenings.

4/2/2023-2/1/2023 (245 NEW NEIGHBORS)

None.

5/21/2021-3/31/2022 (120 NEW NEIGHBORS)

None.

SELECT DELIVERY DATES

Chair Enger suggested folks discuss availability.

Commissioner Florence Williams joined the meeting through WebEx at 7:12 p.m.

Mr. Anderson noted the next Housing Commission meeting is August 15, 2023, so the delivery date should be before then. Chair Enger stated she would be unavailable to attend the August 15 meeting. She offered to attend virtually. Mr. Anderson pointed out Commissioners cannot participate virtually anymore.

City Clerk Barb Suciuc joined the meeting through WebEx at 7:13 p.m.

The consensus of the Housing Commission was to deliver some packets on August 8, 2023. They will meet in the parking lot to pick up packets and assign addresses for delivery. The hope is to leave to start deliveries by 6:00 p.m.

Chair Enger asked who was available on August 10, 2023 for delivery. Vice Chair Donnelly suggested only delivering once per week and offered the date of August 15, 2023.

Mr. Anderson pointed out August 15, 2023 is a Housing Commission meeting with a full agenda.

The consensus of the Housing Commission was to deliver more packets on August 16, 2023. They will meet in the parking lot to pick up packets and assign addresses for delivery. The hope is to leave to start deliveries by 6:00 p.m.

Chair Enger asked for availability for deliveries on August 22, 2023. Commissioner Best-Deyoe stated people move out of Brooklyn Center so fast it is impossible to get to know neighbors.

The consensus of the Housing Commission was to deliver more packets on August 22, 2023. They will meet in the parking lot to pick up packets and assign addresses for delivery. The hope is to leave to start deliveries by 6:00 p.m.

PRESENTATION ON NEW CONSTRUCTION MULTI FAMILY LICENSE AND REPEAT TYPE 4 LICENSE

Staff Liaison Jesse Anderson gave an overview of the history of discussions on the topic. In January 2023, City Council requested Housing Commission to review Licensing for New Construction Rental Properties. In February 2023, the Housing Commission had an agenda item for New License. There were only 2 Commissioners in attendance and no meeting was held. In March 2023, the Housing Commission had an agenda item for New License. There were only 3 Commissioners in attendance and no meeting was held. In April 2023, the Housing Commission had discussion regarding the Initial Rental License Type. There was direction to staff to have 3 scenarios reviewed by the City Attorney. Then in June 2023, the Housing Commission were provided the feedback from the City Attorney on the 3 scenarios reviewed by the City Attorney. The Commission continued the discussion for the next meeting.

Mr. Anderson stated there has been a rental licensing program since the 1970s. Mr. Anderson explained system was last modified in 2010, and it is intended to promote quality assurance. Additionally, it is meant to reward landlords for quality rental services and to provide extra attention to lower-performing rentals.

Staff Liaison Jesse Anderson explained there is a four-tier structure of licensing in Brooklyn Center. A license is required when a unit is not owner-occupied. After a license is granted, there is a required inspection. The tiered structure is performance-based, and each tier has different requirements. A license cannot move up to another tier unless they meet all of the current tier's requirements, have no violations, and successfully complete an inspection in a particular timeline. Mr. Anderson stated the ordinance covers length of license, application, revocation, definition of a valid police call, and tenant protection ordinance.

Mr. Anderson stated after the inspection, Staff reviews police service calls. He showed a list of valid calls. Different amounts of validated police calls count against license levels in different ways. The validated police calls haven't impacted properties in a while, mostly because those with several validated police calls are already at the 6-month license level.

Staff Liaison Jesse Anderson stated each license level correlates with a different level of crime-free housing requirements. He showed a slide with information on the various licensure tiers. If the property owner doesn't fulfill the requirements, then they are not eligible to move up to a higher license tier. The license repeats as a six-month license if the crime-free housing requirements are not met or if there are a high number of qualified police calls.

Mr. Anderson showed a slide with the distribution of the various license types. The lowest tier is only eight percent of the units in Brooklyn Center. The tiers do not reflect the size of the residence.

Staff Liaison Jesse Anderson showed some of the numbers Council used to make changes in 2018. At that time, 44 percent of type four rentals were repeats. 38 percent of the repeats were due to violations. In 2022, there were 76 repeats, 60 percent of which were only due to failing to meet requirements.

Staff Liaison Jesse Anderson stated of the type four licenses issued in the 2015-2018 period, 86 percent of them improved from the previous inspection. Since 2018, that percentage has increased. The percentage is lower for 2023, but it is early in the year and Staff has been stricter on rental licensing lately.

Mr. Anderson noted the Commission has also been asked to consider new construction licensure. The ordinance is written somewhat weirdly, and the current City Attorney agrees. As it stands, new construction houses can't get higher than a tier one license.

Mr. Anderson stated Sonder House has gotten a lot of attention. There are 127 units, and their license expired May 31, 2023. At that time, there were zero violations. They have recently paid the renewal fee. A full inspection was conducted on April 26, 2023 and 168 property maintenance code violations. A majority of the units had few or no violations, and the common areas were well-maintained. Several units had multiple property code violations, which resulted in the large total number. A follow-up inspection is scheduled.

Mr. Anderson explained Sonder Point, a senior living facility, recently had an inspection and received zero violations. The Sanctuary is also a senior living facility. After two years of operating the facility, there were 27 violations and six police calls for service, neither of which impacted the license type. Maranatha is an older rental, and they have done well with inspections over the years. Most recently, their inspection showed 16 violations and allowed them to maintain their license type.

Mr. Anderson noted the City Attorney reviewed some licensure options. The first suggestion was new developments can only qualify for a Type 3 license and require an action plan. This would require the fewest number of changes to the existing City Code and the Rental License Category Criteria Policy. As it stands, new licenses start at Type 2. Type 3 requires an action plan, so this requirement would automatically be in place. The language of the City's form Rental License Plan would have to be tweaked because it assumes that the property has been placed in the Type 3 category for known nuisances and calls.

Staff Liaison Jesse Anderson stated the City Attorney had a response to the second option, which was that a new license could qualify for a Type 2 license, but it will be reviewed at the one-year mark; if their license changes based on code violations or validated nuisance police calls for service, it would be change to that new license type. This would require a few more additions and changes to the City Code. If the goal is a one-year review, rather than saying that a new license qualifies for Type 2, the City Attorney recommends a one-year provisional/probationary license that will be reviewed at one year, and at that time, placed in the proper category. It may be confusing for a licensee if they think they have a two-year Type 2 license, with everything that comes with that, but it's not really a two-year license. It seems like it would be cleaner to just say it's a one-year license.

City Clerk Barb Suciú noted the audio is going in and out.

Staff Liaison Jesse Anderson added the third option was offering a six-month licensure and requiring a mitigation plan with police calls for service as part of the review. As discussed, six months seems like a pretty short period of time for the initial license period and may not necessarily be representative of a longer period of time. With the mitigation plan requirement, this would effectively be a Type 4 provisional license from the outset and would be particularly restrictive for potential landlords. Of the three options, this is the only one that pose some concerns with regard to the legal impact and a potential claim that it is too restrictive.

Mr. Anderson noted a fourth option was added to keep current licensing ordinance that provides for a 2-year license maximum for initial rental license at New Construction.

Chair Enger explained the goal is to determine which option the Housing Commission would like to recommend to the Council. She asked for each Commissioner to share their opinion to find a consensus.

Commissioner Florence Williams asked if she would be able to vote. Mr. Anderson asked Ms. Suciú, but she did not respond. Mr. Anderson stated typically someone cannot vote remotely, but this is just a recommendation to the Council.

Commissioner Gayflor stated his initial impression was in support of the first option. However, one year is a little tight for inspection, and he now prefers option two.

Commissioner Freund noted she prefers option four. Vice Chair Donnelly agreed that he supports option four.

Commissioner Best-Deyoe stated her preference is option two. Chair Enger agreed she prefers option two. Commissioner Williams stated she also prefers option two.

There was a motion by Chair Enger and seconded by Commissioner Gayflor to recommend the City Council consider that a new license can qualify for a Type 2 two-year license but will be reviewed at the one-year mark and if their license changes based on code violations or validated nuisance police calls for service, it would be change to that new license type.

Commissioner Williams stated the current system isn't working, so the fourth option is pointless. Then the first option is too short of a timeline for a new construction.

Mr. Anderson stated it is hard to determine if the current process is working or not. There isn't an evaluation at the one-year mark, which could be helpful to address issues with a poorly performing property.

Vice Chair Donnelly asked if there is an example of that. Mr. Anderson stated there is not an example.

Chair Enger stated there has been minimal construction in Brooklyn Center since the 1970s. Part of the reason the Commission is discussing the licensing process is because of the upcoming new development planned in the City.

Vice Chair Donnelly asked if the recommendation would impact the first phase of the Opportunity Site. Chair Enger stated Wangstad Commons would be the first building impacted by any licensing changes.

Commissioner Williams stated Sonder House is in the process of obtaining new licensure. Mr. Anderson stated they are in the renewal process for the first time. It currently looks like they will obtain a two-year license. Commissioner Williams asked if the recommendation would impact Sonder House. Mr. Anderson stated Sonder House is past the point of first-round licensure, and the recommendation only impacts the first-time licensing.

Staff Liaison Jesse Anderson added if the recommendation were implemented, it is unlikely it would impact Wangstad Commons or the Opportunity Site.

Vice Chair Donnelly and Commissioner Freund voted against the same. Chair Enger, Commissioner Best-Deyoe and Commissioner Gayflor voted in favor of the motion. Commissioner Williams was in attendance virtually and expressed that she supported the motion.

The consensus of the Housing Commission was to recommend the City Council consider that a new license can qualify for a Type 2 two-year license but will be reviewed at the one-year mark and if their license changes based on code violations or validated nuisance police calls for service, it would be change to that new license type.

There was a motion by Vice Chair Donnelly and seconded by Commissioner Freund to recommend the City Council consider keeping current licensing ordinance that provides for a 2 year license maximum for initial rental license at New Construction.

Chair Enger, Gayflor, and Best-Deyoe voted against the same. Motion failed.

Staff Liaison Jesse Anderson noted he would relay details of the discussion to the Council and that Commissioner Williams participated remotely when the recommendation is presented.

CITY COUNCIL LIAISON REPORT

This item was considered after Future Meeting Topic Schedule – July 18, 2023 – Presentation on Tenant Protection Data and invite property owners/representatives.

FUTURE MEETING TOPIC SCHEDULE

JULY 18, 2023 – PRESENTATION ON TENANT PROTECTION DATA AND INVITE PROPERTY OWNERS/REPRESENTATIVES

Staff Liaison Jesse Anderson explained there was direction from Council for the Housing Commission to consider the Tenant Protection Ordinance. At a future meeting, tenants and

advocacy groups will be invited.

Chair Enger pointed out she would be unable to attend the August meeting, but she would like to participate virtually. Mr. Anderson stated he would confer with City Clerk Barb Suci to determine their options.

Staff Liaison Jesse Anderson stated there are two main components to the tenant protection ordinance. First, there is a 30-day pre-eviction notice requirement. Second, there is a requirement that non-renewals have just cause. This establishes requirements that prevents a property owner or property manager from non-renewing an existing tenant's lease without just cause. Options of just cause include the non-payment of rent, material non-compliance, tenant nonrenewal, occupancy by property owner or family member, building demolishing or conversion, rehabilitation or renovation, complying with a government order to vacate, occupancy conditioned on employment.

Mr. Anderson explained in 2018-2019, the City first looked at adopting a tenant protection ordinance regarding the sale of an affordable housing property. In conversation with City Council on housing policies, the Council wanted Staff to look at additional tenant protections in 2021. Staff reviewed ordinances and met with staff from the City of St. Paul. Due to the lawsuit against the City of St. Paul, City of Brooklyn Center decided to only bring forward a few sections for tenant protections. The proposed ordinance was brought to the Housing Commission on October 19, 2021. The Housing Commission heard from housing advocacy groups and numerous tenants throughout the process.

Mr. Anderson stated the proposed ordinance was brought to City Council on November 8, 2021 for a discussion and first reading. During the council meeting, staff presented the two proposed tenant protections. It was brought back to City Council at the December 13, 2021 meeting. There was public comment from property owners, tenants, and tenant advocacy organizations. The City Council continued the discussion for the meeting in January 2022.

Staff Liaison Jesse Anderson noted during the City Council meeting on February 14, 2022, the Council continued the tenant protection conversation with three proposed changes: adding a provision for landlords to track non-renewals of leases and report them to the City when request: reduction of the pre-eviction notice from 30 days to 14 days, and addition a provision that would allow property owners to give a 90-day notice for non-renewal without giving a reason. The Council requested that the proposed changes be reviewed by the Housing Commission.

Mr. Anderson stated at the February 28, 2022 City Council Meeting, Staff presented and reported on the February 15, 2022 Housing Commission meeting. The Housing Commission preferred a 30-day pre-eviction notice but would consider a 14-day notice as a good compromise. The Commission was split on the 90-day non-renewal notice without just cause. The Commission agreed that the property owners should be required to document and report non-renewals. Public comment was heard regarding the proposed changes. Council had a discussion about the changes and voted to approve Resolution No. 2022-30 which included the 30-day pre-eviction notice, just

cause non-renewal, and tracking and reporting of non-renewals.

Mr. Anderson pointed out in January 2023, City Council requested an update on the Tenant Protection Ordinance related to the landlords' non-renewals documentation. Staff sent out a survey to all property owners and managers on April 5, 2023. The survey was sent via GovDelivery and to 350 emails including single family and multifamily owners/managers. Another email was sent on April 24, 2023 directly to large property owners/managers in the City. Staff also directly called managers to request the survey be completed. A total of 27 responses were received.

Mr. Anderson summarized the results of the landlord survey. 95 percent of landlord participants stated their property is considered affordable housing. 23 landlords sent out less than 5 evictions while two sent out 6-10 evictions and another two sent out 30-60 evictions. The eviction filings were for a number of reasons. 11 landlords stated evictions were for non-payment of rent, three were for abandonment, and two for lease violations.

Mr. Anderson stated there was a question on how long the landlord waiting for an eviction hearing with Hennepin County. 13 landlords did not file an eviction, six waited 5-8 weeks, five waited 0-4 weeks, and three waiting more than 9 weeks. As for results of the hearing, 10 were issued a write of recovery, five resulted in a mutual termination, and three ended up in mediation.

Mr. Anderson added there was a question about how many lease non-renewals were issued in 2022. 18 issued 0-5 non-renewals, four issued 6-10 non-renewals, one issued 11-15 non-renewals, and two issued more than 15 non-renewals. 61.5 percent of non-renewals were for late rent and 38.5 percent were for material lease violations such as property damage, smoking, non-cooperation with pest control, and unsanitary conditions.

Mr. Anderson noted 77 percent of landlords stated that the tenant protection ordinance did not impact their decision to issue an eviction. 70 percent of landlords stated that the tenant protection ordinance did not impact their decision to issue a non-renewal.

Mr. Anderson added the Council was also interested in the feedback received by Minneapolis and Saint Louis Park after implementing their tenant protections. Both cities have not received or are not aware of any complaints regarding violations of the ordinance. Minneapolis stated that they had originally proposed 30 days based off feedback from their public hearing, but after feedback from the property managers and owners, the City lowered it to 14 days. Saint Louis Park originally proposed 10 or 14 days for a notice, but after the owners opposed the length, they lowered it to seven. Both cities have been unable to determine the effectiveness of the program due to the eviction moratorium.

Eric Falkman, COO with Soderberg Apartments, explained they own and manage about 2200 units around the Metro, with about 785 units in Brooklyn Center. The tenant protection ordinance came up in a unique time as they were coming out of COVID-19 restrictions and civil unrest. Currently at the State level, they are working on a comprehensive tenant protection ordinance. Brooklyn Center has some of the most severe tenant protection ordinances in the State.

Marty McDonough, Director of Government Affairs with Minnesota Multi Housing Association

(MHA), agreed Brooklyn Center has some of the most severe tenant protection ordinances in the State. He stated the Association is comprised of about 2200 members serving over 600,000 renters throughout the State. The membership includes small-scale landlords, apartment management companies, developers, common interest communities, and providers of related products and services.

Mr. McDonough pointed out Saint Louis Park was the first City that wanted some sort of protection ordinance for tenants should a rental facility come under new ownership. From there, other cities followed suit.

Mr. McDonough explained something unique about Brooklyn Center was defining affordable units as those under 80 percent area median income (AMI), while every other city has their definition at 60 percent AMI. 80 percent AMI for an efficiency apartment is \$1,468 per month, a one-bedroom is \$1,574, a two-bedroom is \$1,889, and so on. That definition includes almost all units in Brooklyn Center. The majority of cities chose the definition of 60 percent AMI for consistency as renters may move around or as property owners may operate units in multiple cities.

Mr. McDonough stated there is a section of law in Minnesota, called 504B, with extensive information defining the roles and responsibilities of landlords and tenants. Some cities don't even have a rental licensing program. For example, Eagan is just starting a rental license process.

Mr. McDonough stated there has been an assumption for quite some time that a tenant is aware of the cost they are agreeing to upon signing a lease and when it is due. However, the ordinance in Brooklyn Center requires the landlord to notify the tenant of their nonpayment at or after the due date before they are able to start any eviction process. It then takes on average six weeks for the case to get a court hearing, during which time the landlord won't be receiving any payment. The issue only compounds on itself from there.

Mr. McDonough noted Minneapolis has a 14-day notification period and St. Louis Park has a seven-day notice. However, Brooklyn Center is at a 30-day notice. There is a new Statewide requirement of a 14-day notice since Brooklyn Center created their ordinance. St. Louis Park will likely eliminate their ordinance all together and just abide by the State's requirements. Minneapolis' timeline is the same, but they have different reporting requirements. MHA is working with Minneapolis to get the requirements more in line with the State.

Mr. McDonough explained the State's requirements have a lookback period of only three years for evictions. Also, pending evictions will no longer be public. There is an option for tenants to request an inspection of the unit before moving in, and there is a tenant remedies portion to report non-working elements such as air conditioning, refrigerators, or elevators. There are provisions about breaking leases for health issues, required disclosure of any non-optional fees, and 24-hour notice before entry.

Mr. McDonough added just cause non-renewals can be dangerous for cities to do. For example, there could be a problem tenant who is causing other tenants to leave, but the reason isn't only the list of just causes. Brooklyn Center is the only City to have a just cause non-renewal component.

The only other city that has tried is has had it repealed.

Mr. Falkman stated his company feels the same way. It is ultimately for the ease of the renters because Brooklyn Center has unique rules that don't apply elsewhere. Soderberg Apartments has fielded numerous questions and concerns from tenants trying to move into or out of Brooklyn Center due to the tenant protection ordinance. There are similar issues in Saint Louis Park. Overall, Soderberg Apartments has great relationships with tenants, and they want to maintain those relationships.

Mr. Falkman shared examples of problem tenants that caused other tenants to leave and couldn't be removed due to just cause. The problems couldn't be substantiated such as smoking or creepy behaviors. An eviction is the last resort for landlords, and non-renewals are a valuable tool to work together with tenants. The ordinance forces landlords to start the eviction process much sooner than they would like because of the additional time constraints. They would prefer to work together with the tenant.

Chair Enger asked where they can find information cited by the presenters. Mr. McDonough agreed the information is difficult to find and was part of a Bill with other random topics such as gun control.

Mr. Anderson confirmed he would send out the information on the Bill and how to access it. He noted he previously sent out HomeLine's summary of the new regulations.

Mr. Falkman added there has been a serious increase in stolen identities in the State, which is another concern for landlords. Councilmember Jerzak agreed there are issues created for the victim of the stolen identity, the neighboring tenants, and the landlords. It is virtually impossible to chase down the criminals, and law enforcement doesn't have the capacity to handle such concerns.

Commissioner Gayflor explained Brooklyn Center is unique to most other cities in Minnesota. There may need to be certain regulations to protect its diverse community. She asked why this topic is a priority and how consistency matters.

Mr. McDonough stated consistency is important for both landlords and tenants. Both sides can expect similar processes for applications, inspections, leases, non-renewals, evictions, and the like. It is easier to teach and train employees and also makes it easier for tenants to know their rights.

Mr. Falkman noted the discrepancy can cause conflict. He pointed out Brooklyn Center already has one of the strictest rental licensing programs he has ever encountered. The City has strong tools in their licensing to support tenants. Landlords may see it as burdensome, but he sees it as a benefit as it raises the standard of housing and prevents bad actors from renting units in Brooklyn Center.

Commissioner Williams asked what the purpose of the presentation is. Chair Enger stated it is educational and the Commission will hear from tenants and tenant advocacy groups in a future meeting. Then there will be a future discussion to determine if any recommendations should be

made to the Council.

Commissioner Laura Freund pointed out 70 to 77 percent of landlords were not impacted by the ordinance, according to the survey. She asked what brought up the topic. Mr. Anderson asked for feedback on the ordinance from the Housing Commission.

Mr. Falkman added many housing providers don't understand the ordinance and aren't sure on how to implement it.

Chair Enger noted only 27 responses were received from 350 survey requests. The lack of response may also reflect the lack of understanding by landlords.

Mr. Falkman stated landlords were solicited for feedback during the process. Landlords didn't even know about the potential ordinance until the second reading. Housing providers in the community feel as though their opinion is unimportant or not valued, and that may have resulted in fewer survey responses.

Councilmember Jerzak pointed out part of the process for the ordinance required that there be a survey of landlords after the ordinance was in place for a while. Since the ordinance process began, there is a new Mayor and two new Councilmembers. Also, there weren't any State regulations in place when the ordinance development began. The inspectors have been caught in the middle of the issue as well, and that is not their role.

Commissioner Williams stated Brooklyn Center isn't trying to be different and may not have an issue with becoming consistent with the State regulations. There needs to be further discussion before universal claims are made.

Commissioner Gayflor stated the lack of survey responses from landlords show that landlords don't really care.

Chair Enger thanked Mr. Falkman and Mr. McDonough for their time. Mr. Falkman noted he left his card if anyone wanted to speak further.

AUGUST 15, 2023 – PRESENTATION ON TENANT PROTECTION AND INVITE TENANTS AND ADVOCACY GROUPS

None.

SEPTEMBER 19, 2023 – ULI HOUSING REPORT PRESENTATION

None.

CITY COUNCIL LIAISON REPORT

Chair Enger stated this item will not be addressed as Council Liaison Councilmember Kris Lawrence-Anderson was not present.

OTHER BUSINESS

Chair Enger showed a document that she found on the City website related to the ULI Housing

Report. There are short- and long-term ideas of things to implement. She suggested there be a presentation on the topic and why the document was created. Mr. Anderson stated he sent it out previously to the Commission, but he can resend it. The presentation is scheduled for September.

Commissioner Best-Deyoe stated the housing market in Brooklyn Center is slowing down.

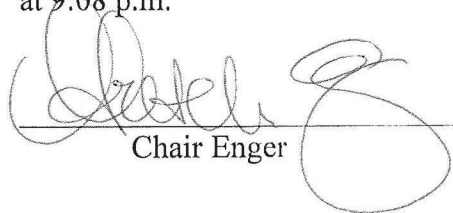
Chair Enger added there is a Council agreement that the Councilmembers follow during their meetings. She explained she put together a similar document that could ensure the Housing Commission is working as a collective and all parties feel equal. She provided a copy of the document to the present Commissioners. Mr. Anderson proposed the item be a discussion topic at a future meeting.

Commissioner Freund asked where Chair Enger found the methodology. Chair Enger stated she learned it from the Council and modeled it after the Council norms.

Councilmember Jerzak noted Commissions tend to have a set of bylaws or code of conduct that the Staff Liaison could provide to the Commission. Mr. Anderson stated the bylaws were provided to each member of the Commission, but review of the bylaws can be added to the agenda.

ADJOURNMENT

There was a motion by Commissioner Gayflor and seconded by Commissioner Donnelly to adjourn the meeting. The motion passed. The Brooklyn Center Housing Commission adjourned at 9:08 p.m.



Chair Enger

MINUTES OF THE PROCEEDINGS OF THE HOUSING COMMISSION OF THE
CITY OF BROOKLYN CENTER IN THE
COUNTY OF HENNEPIN AND STATE OF MINNESOTA

REGULAR SESSION
SEPTEMBER 19, 2023

CALL TO ORDER

The Brooklyn Center Housing Commission was called to order by Chairperson Enger at 7:42 p.m.

MEETING ATTENDEES

Chair Gretchen Enger
Vice Chair Michael Donnelly (Absent)
Commissioner Lori Best-Deyoe
Commissioner Laura Freund
Commissioner Jerry Gayflor
Commissioner Elizabeth Riel (Excused)
Commissioner Florence Williams (Absent)

City Staff present: Community Development Director and Staff Liaison Jesse Anderson and Associate Planner Krystin Eldrige.

Also present: Brian Bosire, ACER; Samuel Spaid, HOME Line; Jessica Szuminski, Housing Justice Center; Pastor Paul Bushey; Trent Grammer, ACER; Crest Resident Khadija Hardin; New Crest Resident;

WELCOME AND INTRODUCTION

The Commissioners and Staff introduced themselves.

APPROVAL OF AGENDA

Chair Enger suggested amending the agenda to reflect the accurate date of the October Housing Commission meeting. There was no objection by the rest of the Commission.

There was a motion by Commissioner Freund and seconded by Commissioner Gayflor to approve the agenda as amended. The motion passed.

APPROVAL OF MINUTES

There was a motion by Commissioner Freund and seconded by Commissioner Best-Deyoe to approve the minutes for the July 18, 2023 Housing Commission meeting as submitted. The motion passed.

PRESENTATION ON TENANT PROTECTION HISTORY AND FEEDBACK FROM TENANTS AND ADVOCACY GROUPS

Community Development Director and Staff Liaison Jesse Anderson gave an overview of the history of tenant protection in the City. The most recent ordinances require a just cause for non-renewal of a lease and create a 30-day notification requirement for eviction.

Mr. Anderson stated the City first considered tenant protection ordinances in 2018 with a 90-day notice of lease changes. In 2021, a Fair Housing Policy was adopted. Following the eviction moratorium and a legal case in St. Paul regarding tenant protection rights, the City began working on the just cause non-renewal and eviction notification timeline. The Housing Commission submitted the proposals for the two items in November 2021. Following that, there were some public hearings and discussions where the Council heard from tenants and landlords. There was some discussion regarding alternative timelines to the 30-day eviction notification and other compromise attempts.

Mr. Anderson noted there has been some changes in State legislation that impact tenant protection rights, so the Council requested the Housing Commission review the tenant protection ordinances.

BRIAN BOSIRE – ACER INC

Brian Bosire thanked the Commission for their service to the City. He introduced himself as an organizer and Brooklyn Center resident. He explained social justice includes housing justice. The process for eviction and just cause non-renewals need to include equitable outcomes for both parties.

Mr. Bosire pointed out many tenants and landlords are still unaware of the new regulations surrounding non-renewals. The City could be doing more in terms of community education on housing rights. As he has educated residents about the ordinances, the tenants are consistently excited.

Mr. Bosire noted some people have concerns about differences in regulations between various cities. However, Brooklyn Center has the opportunity to continue to lead in the Twin Cities. Tenants still cite lack of accountability for landlords. He encouraged the Housing Commission to uphold the tenant protection rights previously based by the Commission.

Chair Enger asked which method Mr. Bosire recommends to connect with more people in the community. Mr. Bosire stated the communication channels have to include multiple strategies to meet people where they are at. Some examples include social media, radio, and television. Communication can also be a collaboration with local community organizations, such as ACER.

SAMUEL SPAID – HOME LINE

Samuel Spaid introduced himself as an attorney with HOME Line, which is a statewide organization that provides free legal advice to tenants among other things. It has been a little over a year since the ordinances were passed, and HOME Line continues to support them. The ordinances allow people to stay in their homes and promote stability. The eviction timeline requirements allow tenants to seek out legal advice or learn about their options. The protection offered in the just cause requirement for non-renewals is vital to protecting tenants from retaliation or other biased non-renewals.

Mr. Spaid noted several landlords cited Brooklyn Center as having the most severe tenant protection ordinances in the State. The landlords with that belief don't seem to support tenant protections or promoting safe and stable housing. Brooklyn Center should continue to promote safe and stable housing.

Mr. Spaid added Brooklyn Center's ordinances are more detailed than the State's upcoming legislation. The legislation also allows for cities to pass their own ordinances to further protect tenants.

OTHER GROUPS

Trent Grammer, graduate student in public policy partnering with ACER, explained he has been looking at statewide eviction data. There are significant health and educational impacts on people who have experienced evictions. Some research has been done on just cause non-renewals in California, which has shown positive impacts of such policies.

Mr. Grammer provided a handout to the Commissioners. The handout showed a summary of eviction trends over time. Causal inference is difficult, but the information is still descriptive of the experiences in Brooklyn Center.

Mr. Grammer explained Brooklyn Center and Brooklyn Park are very similar demographically. The two cities had very similar eviction rates up until the end of February 2022. Since then, the Brooklyn Park eviction rates increased while Brooklyn Center's remained flat. Since the time the tenant protection ordinances were adopted, there was a decrease of 2.9 weekly evictions per 10,000 renter-occupied housing units.

Mr. Grammer noted the Statewide context for the timing was following the cessation of the eviction moratorium. Most places have had an increase in evictions after the moratorium, but Brooklyn Center's flat statistic is a good indicator that the tenant protection ordinances have been successful.

Pastor Paul Bushey agreed a number of local organizations are more than willing to provide educational information regarding tenant protections. He explained he lived in The Crest Apartments for more than a decade. The building's long-term renovation during that time had dire impacts on residents, particularly for disabled tenants. For 35 days, one tenant was told he was unable to use the kitchen nor unpack his things during his apartment's renovation. Brooklyn Center should consider additional tenant protection ordinances.

Kadija Hardin noted her agreement with the comments made by Pastor Bushey. In her eight years living at The Crest, there have been eight different managers. She experienced similar issues during apartment renovations as cited by Pastor Bushey. After 7.5 years in one unit, she was forced to move to a new unit. She stayed in her unit for six weeks unable to use her kitchen.

Ms. Hardin explained she was the last of the tenants who received reimbursement for food reimbursements, but all tenants were made the same promises. Hotels were provided for two of the 13 floors of the building, and two floors of the building along with five or so residents on her floor received any financial compensation. Later on, management claimed the check recipients were committing a form of fraud.

Ms. Hardin stated The Crest Apartment recently had an afternoon shooting in the parking lot. Nothing was done by management. She stated she doesn't feel safe in her apartment anymore, and management is not doing anything to respond to safety concerns.

Ms. Hardin added many tenants are receiving notices that their rent is unpaid, although that is not the case. She has approached management multiple times regarding the issue. She has been fined for random things without explanation or just cause.

Jessica Szuminski, attorney with the Housing Justice Center, explained her organization provides advocacy and legal support all over the State. They are attempting to promote similar ordinances in other jurisdictions. The ordinances make the rental process more predictable and creates time for tenants to seek out assistance when faced with an eviction. The ordinances also empower tenants to advocate for better living environments without fear of retaliation. Additionally, long-term housing stability is made available to minority groups by addressing long-standing systemic issues. Since tenants are unable to negotiate leases, it is vital that entities such as Housing Commissions and City Councils advocate for renters in their communities.

Ms. Szuminski pointed out the statistics related to decreased evictions are compelling. However, they don't begin to address undocumented forms of evictions. There is a low vacancy rate in the City, so when tenants are displaced, it makes it even harder for them to stay in their home communities. There is also a lack of affordable housing available throughout the Metro. The 30-day eviction notice requirement allows the tenant to look into legal options, financial support opportunities, or find another place to live. Plus, alternatives to evictions save the time and money for both tenants and landlords. On behalf of the Housing Justice Center, she urged the Commission to preserve the ordinances.

New Crest Resident explained she is newer to the Brooklyn Center community and lives in the new Crest Apartments. The advertisements and promises made about the building and its amenities are false. Even though the building was new, the elevator was broken the day she moved in and has since been broken multiple times. New Crest Resident noted she is disabled, and it is not physically possible for her to use stairs. Management never shows up to work on time, and some days no one shows up. The fobs are inconsistent, and she has yet to be able to access the promised heated garage. Also, the exercise room is used for nothing but storage.

New Crest Resident noted the main manager is difficult to work with and not a people-person. She doesn't answer questions asked by tenants. New Crest Resident explained she needs a help bar near the toilet and in the shower. Her disability advocate did the paperwork with the main manager in July 2023. The manager claimed this never happened. New Crest Resident and her advocate's supervisor met the manager in person. The manager finally acknowledged that she made a mistake, but there are still no help bars installed.

New Crest Resident added there is a security guard that is there only to protect the staff from tenants. The main level has random people in it at all hours, which is unsafe. She also shared experiences with a previous apartment in Minneapolis.

Chair Enger thanked the commenters for sharing their experiences with the Commission.

NEW NEIGHBOR BAGS

Mr. Anderson stated some of the new neighbor bags are ready. He offered for the Commissioners to grab the bags divided by neighborhoods to distribute on their own. Also, some badges are ready.

Chair Enger suggested wearing Brooklyn Center shirts to have more success with delivering bags. Mr. Anderson stated he would work with Communications Staff to see if they have available t-shirts.

FOLLOW UP

OCTOBER 17, 2023 – TYPE IV REPEAT RENTALS, TENANT PROTECTION FOLLOW UP

Staff Liaison Jesse Anderson explained the meeting will go into more depth on Type IV repeat licenses, and that will be combined with other license categories for the Council to consider. Also, there will be an opportunity to discuss the commentary from the present meeting.

Mr. Anderson added the Opportunity Site needs some discussion. The Council has developed an infrastructure guide for the redevelopment, and there is a Master Plan for the site. The planning could be reviewed by the Housing Commission. Alternatively, there could be discussion about another topic of interest for the Commission. For example, there could be a presentation on the new tenant protection legislation beginning in 2024.

Chair Enger stated she would like a presentation on new tenant protection legislation beginning in 2024. Mr. Anderson stated HOME Line has good resources on the topic, and they could invite Mr. Spaid to present at that time. There are some strong additions like a required eviction timeline. However, there is nothing about a just cause non-renewal.

Mr. Anderson added previous Commissions have considered repercussions for landlords that provide false maintenance charges or deny renters based on their income.

NOVEMBER 21, 2023 – THANKSGIVING BREAK? MEET WEEK BEFORE OR AFTER

Mr. Anderson stated the date of the meeting also needs to be discussed because of its proximity to Thanksgiving.

Chair Enger stated she was available on November 21, 2023 for a meeting. There was a consensus by the Commission to keep the meeting on November 21, 2023.

Chair Enger asked what management company handles The Crest Apartments. Mr. Anderson stated Aeon manages The Crest, and they tend to focus on low-income housing. It's a nonprofit, mission-based organization. Staff has worked with the Fire Department regarding the broken elevator. The elevator cable broke sooner than the organization had budgeted for. Since they are a non-profit organization, they have been raising funds to replace the cable.

Mr. Anderson added the nonprofit grew immensely in a short amount of time. The goal was to prevent developers from turning the buildings into market-value units and to preserve affordable housing. They have good intentions, but they grew too quickly.

ADJOURNMENT

There was a motion by Chair Enger and seconded by Commissioner Best Defoe to adjourn the meeting. The motion passed. The Brooklyn Center Housing Commission adjourned at 9:02 p.m.



Chair Enger

MINUTES OF THE PROCEEDINGS OF THE HOUSING COMMISSION OF THE
CITY OF BROOKLYN CENTER IN THE
COUNTY OF HENNEPIN AND STATE OF MINNESOTA

REGULAR SESSION
OCTOBER 17, 2023

CALL TO ORDER

The Brooklyn Center Housing Commission was called to order by Chairperson Enger at 7:10 p.m.

MEETING ATTENDEES

Chair Gretchen Enger
Commissioner Lori Best-Deyoe
Commissioner Laura Freund
Commissioner Jerry Gayflor
Commissioner Florence Williams

Vice Chair Michael Donnelly was absent and excused.

Commissioner Elizabeth Riel was absent.

City Staff present: Community Development Director and Staff Liaison Jesse Anderson,
Associate Planner Krystin Eldridge, and City Council Liaison Kris Lawrence-Anderson.

Also present: None.

APPROVAL OF AGENDA

There was a motion by Commissioner Best-Deyoe and seconded by Commissioner Freund to approve the agenda as submitted. The motion passed.

APPROVAL OF MINUTES: SEPTEMBER 19, 2023

There was a motion by Commissioner Best-Deyoe and seconded by Commissioner Freund to approve the minutes of the September 19, 2023 meeting as submitted. The motion passed.

LANDLORD/TENANT ORDINANCE FEEDBACK DISCUSSION

Commissioner Enger summarized the general discussion of the feedback heard from the landlords and tenants regarding the Tenant Protection Ordinance. She mentioned comments made by Marty and Eric from the Landlord Housing Commission Meeting; the commenters expressed the difficulty evict troubled tenants with the 30-day notification requirement in place. They added the Ordinance presents burdens to the landlords to manage the different expectations throughout different jurisdictions. Overall, the preference of the landlords is for the City to adopt an Ordinance in-line with the State's recommended 14-day pre-eviction notice timeline.

Commissioners expressed confusion about the timeline and process around pre-eviction and actual eviction notices. There were questions about how much time a tenant has when an actual

eviction notice is received by a tenant.

Chair Enger also relayed a summary of feedback from the session with Crest Residents, Tenant Advocates, and HOME Line. During the meeting, Samuel Spaid, Housing Attorney with HOME Line pointed out how rates of eviction climbed significantly in other cities compared to Brooklyn Center.

The Commissioners also asked questions about the meaning of just cause non-renewals.

Commissioner Williams explained she works within the shelter system. She stated that many of the shelter habitants list non-renewal of their lease as their reason for needing shelter. Commissioner Williams expressed her support of the 30-day ordinance.

City Council Liaison Kris Lawrence-Anderson explained that the undue burden the City places on landlords to evict tenants. She noted if landlords cannot evict problematic tenants, then they may not want to continue supporting the Brooklyn Center rental market. City Council Liaison Lawrence-Anderson stated she supports the option for a 14-day ordinance within Brooklyn Center to promote a business-friendly environment and avoid the burden of vacant buildings in the City.

City Council Liaison Kris Lawrence-Anderson noted the hardship of balancing business owner interests and renter interests. There is a wholistic view that needs to be considered when evaluating City dynamics. Property taxes should also be considered when evaluating these ordinances as well.

Commissioner Williams added she is concerned about property taxes as well. She stated she is experiencing the same increases and would prefer to have lower taxes. However, she would prefer tax dollars be used to support the community members rather than landlords.

Commissioner Gayflor stated he is unsure about which eviction timeline he supports due to the lack of data for how each timeline impacts renters.

Community Development Director and Staff Liaison Jesse Anderson explained the data may be unavailable as it is not information renters nor landlords report.

Commissioner Freund noted she is generally in support of the 30-day timeline ordinance because of the power imbalance between renter and landlord. The Commission should consider the social dynamics of discrimination within the system when drafting the Ordinance. She added she would support even stricter tenant protections on landlords.

Commissioner Williams and Chair Enger both consider equitable outcomes for both Landlord and Tenant regarding the Tenant Protections Ordinance and

Commissioners Williams, Gayflor, and Freund expressed their support of upholding the current Ordinance.

There was a motion by Chair Enger and seconded by Commissioner Williams to recommend the City Council uphold the current Tenant Protection Ordinance. The motion passed.

7100 BROOKLYN BOULEVARD – HOUSING PRESENTATION

Associate Planner Krystin Eldridge presented the Planning Commission application proposed for 7100 Brooklyn Boulevard.

7100 Brooklyn Boulevard will be a 17-unit multi-family residential property. It would be a conversion from office to residential. It was originally a credit union. In its location to the North -Brooklyn Center United Methodist Church and to the south are office condos. To the West are single family residences and a stormwater pond directly to the West. Planning Commission was not in support of the project and neighbors surrounding the property were not in support either.

Chair Enger asked about feedback from surrounding properties and the minutes and recording from the meeting. She also asked how long the building was vacant and what the prior use was.

Ms. Eldridge explained the other business tenants would prefer the business district be maintained and expressed concern about increased traffic. Additionally, the church at the north end of the development requested installation of a fence along the property line. Developers were receptive to installing a fence and noted a fence was already proposed for the project. A simple extension of the fence would appease the church's request.

Commissioner Freund and Williams noted their support of more housing and diversity of housing choice within Brooklyn Center.

FOLLOW UP

NOVEMBER 21, 2023 – REPEAT RENTALS – TYPE IV

Staff Liaison Jesse Anderson stated the following Housing Commission meeting would address repeat rentals.

ADJOURNMENT

There was a motion by Commissioner Williams and seconded by Commissioner Best-Deyoe to adjourn the meeting. The motion passed. The Brooklyn Center Housing Commission adjourned at 8:45__ p.m.


Chair Enger

Council Regular Meeting

DATE: 5/22/2023

TO: City Council

FROM: Dr. Reggie Edwards, City Manager

THROUGH: Jesse Anderson, Interim Community Development Director

BY: Xiong Thao, Housing and Community Standards Supervisor

SUBJECT: Tenant Protections Update

Requested Council Action:

- Staff is providing an update on the tenant protection ordinance. No council action is required.

Background:

In 2018-2019 the City first looked at adopting a tenant protection ordinance regarding the sale of an affordable housing property. This ordinance provided notice to tenants of the sale and any material lease changes, including rent rate changes. In the ordinance if the owner did not provide sufficient notice per the ordinance the tenant would then be allowed to receive re-location assistance. This ordinance was adopted in January of 2019.

In further conversation with City Council on housing policies, the council wanted Staff to look at additional tenant protections beginning the early part of 2021. Staff received direction from City Council to look at tenant protections that the City can adopt to give tenants/residents additional protections in addition to the State statutes.

Staff reviewed the adopted tenant protections by the City of St. Paul and then met with City of St. Paul staff to discuss the adopted tenant protections. The adopted tenant protections by City of St. Paul was challenged in court and City of St. Paul ultimately rescinded the ordinance. Due to the lawsuit against the City of St. Paul, City of Brooklyn Center decided to only bring forward a few tenant protections.

The City had several conversations with landlords/property owners, tenants, tenant rights organizations, and MN Multi-Housing Association to discuss the proposed tenant protections in hopes of bringing together a compromise. During the meetings, staff was able to hear both sides express their concerns for adopting the ordinance as is, the proposed changes to the ordinance, and the City doing nothing to further tenant protections in the City.

The proposed ordinance was brought to the Housing Commission on October 19, 2021. The Housing Commission heard from housing advocacy groups and numerous tenants and was asked to approve the proposed ordinance. The Housing Commission unanimously approved recommendation to approve the proposed ordinance.

The proposed ordinance was brought to City Council on November 8, 2021 for a discussion and first reading. During the council meeting, staff presented the two proposed tenant protections.

- Pre-Eviction Filing Notice: This would provide tenants a 30 notice that the property owner intends to

file an eviction for non-payment of rent or a material breach of lease.

- Just Cause Non-Renewal: This would prevent a property owner or manager from non-renewing an existing tenant's lease without just cause and provide tenants a reason as to why their lease was being non-renewed by the property owner.
 - o Non-payment of rent
 - o Material non-compliance of the lease
 - o Refuse to renew a lease agreement
 - o Occupancy by the property owner or family member
 - o Building demolishing or conversion
 - o Rehabilitation or renovation
 - o Complying with a Government order to vacate
 - o Occupancy conditioned on employment
- Waiver is not allowed by a tenant to waive their rights under the new ordinance
- Private enforcement – A tenant or former tenant of an affordable housing harmed by an owner in violation of this ordinance may bring an action against the owner in district court

It was brought back to City Council at the December 13, 2021 meeting for a public hearing and approve a resolution adopting the second reading and to publish a summary of the ordinance. Staff also provided additional information on the current housing status in Brooklyn Center and explained each of the new proposed tenant protection in further detail. There was public comment from both property owners, tenants, and tenant advocacy organizations. The discussion among Council members agreed to continue the tenant protections at the next council meeting in January 2022.

During the City Council meeting on February 14, 2022 the Council continued the tenant protection conversation there were three proposed changes. First, an added provision that would require property owners to track and report to the City any non-renewals of leases and the reason for nonrenewal. The second change would reduce the pre-eviction notice from 30 days to 14 days. The third change would be to add a provision that would allow property owners to give a 90 day notice for non-renewal without giving a reason.

Public comment was heard and Council Members had a lengthy discussion about the proposed changes. The Council wanted to hear from the Housing Commission about the proposed changes so it was asked that the agenda be brought back to the February 28, 2022 council meeting.

During the Council meeting on February 28, 2022 staff presented and reported the February 15, 2022 Housing Commission meeting discussion about the three proposed changes. The Housing Commission preferred a 30 day pre-eviction notice but would consider a 14 day notice as a good compromise. The Commission was split on the 90 day non-renewal notice without just cause and finally the Commission agreed that the property owners should be required to document and report non-renewals.

Again, public comment was heard regarding the proposed changes. Council had an active discussion about the changes and voted to approve Resolution No. 2022-30 which included the 30 day pre-eviction notice, just cause non-renewal, and tracking and reporting of non-renewals.

Staff send out a survey to all property owners and managers on April 5, 2023. The survey was sent via GovDelivery and emailed to all property owners approximately 350 emails. The GovDelivery and email went out to both single family and multi-property owners/managers. Another email was sent on April 24, 2023 to the large property owners /managers in the City. A total of 27 responses were received.

The survey was nine questions and asked specifically about evictions and non-renewals. Responses were

aggregated so no individual property owner could be identified. A summary of the survey results:

1. Is your property considered an affordable housing unit?
 - a. 95% stated their property is considered affordable housing
2. How many evictions did you file in 2022?
 - a. 23 owners filed 0-5 eviction; 2 filed 6-10 evictions; and 2 filed 30-60 evictions
3. What were the eviction filings for?
 - a. 11 filed for non-payment of rent; 3 skipped/abandonment; 2 lease violation
4. On average, how many days/weeks did you wait for an eviction hearing with Hennepin County courts?
 - a. 13 did not file an eviction; 6 waited 5-8 weeks; 5 waited 0-4 weeks; and 3 waited 9+ weeks
5. What were the results of the eviction hearing?
 - a. 10 was issued a writ of recovery; 5 was mutual termination; and 3 resulted in mediation
6. How many lease non-renewals did you issue in 2022?
 - a. 18 issued 0-5 non-renewals; 4 issued 6-10; 1 issued 11-15; and 2 issued 15 or more non-renewals
7. What were the lease non-renewals for?
 - a. 61.5% were for excessive late rent; 5 for material lease violations; and 3 for mutual termination
8. Did the tenant protection notice of eviction impact your decision to file an eviction?
 - a. 77% stated that the tenant protection ordinance did not impact their decision to issue an eviction.
9. Did the tenant protection of lease non-renewal impact your decision to issue a lease non-renewal?
 - a. 70% stated that the tenant protection ordinance did not impact their decision to issue a non-renewal

Budget Issues:

There are no budget issues to consider.

Inclusive Community Engagement:

Antiracist/Equity Policy Effect:

Strategic Priorities and Values:

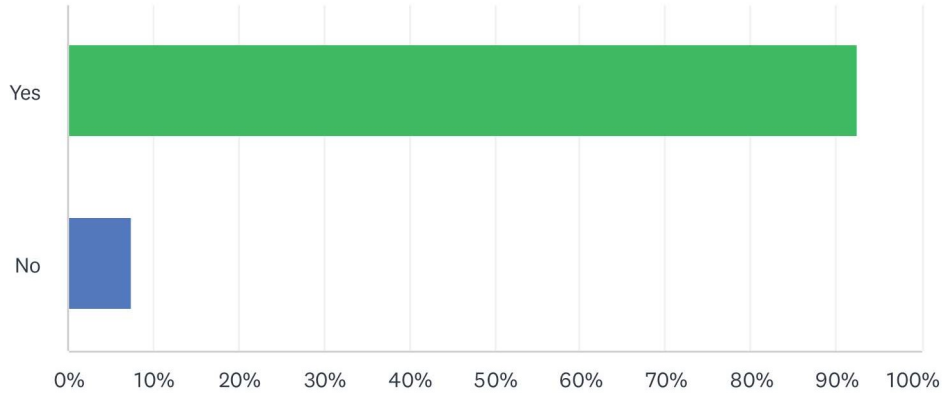
Resident Economic Stability, Safe, Secure, Stable Community

ATTACHMENTS:

Description	Upload Date	Type
April 2023 Tenant protection survey results	5/2/2023	Cover Memo
02-28-2022 Council Memo	5/16/2023	Backup Material

Q1 If your unit rents at or below the rates in the chart, your property is considered affordable. Is your property considered an affordable housing unit?

Answered: 27 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	92.59%	25
No	7.41%	2
TOTAL		27

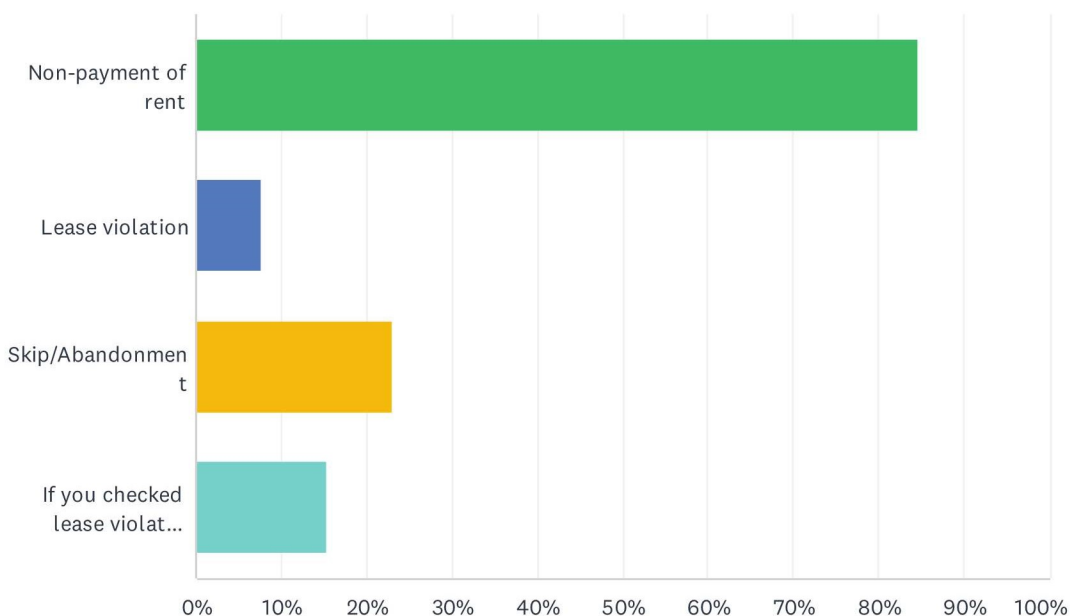
Q2 How many evictions did you file in 2022?

Answered: 27 Skipped: 0

#	RESPONSES	DATE
1	NONE	4/25/2023 3:32 PM
2	Zero	4/24/2023 4:13 PM
3	0	4/16/2023 4:15 PM
4	5	4/12/2023 11:41 AM
5	1	4/11/2023 11:18 PM
6	None	4/11/2023 11:15 AM
7	0	4/11/2023 10:27 AM
8	0	4/11/2023 9:33 AM
9	9	4/10/2023 4:39 PM
10	none	4/10/2023 3:24 PM
11	2-3	4/10/2023 2:24 PM
12	0	4/10/2023 11:17 AM
13	two	4/10/2023 10:58 AM
14	30	4/10/2023 8:03 AM
15	60	4/9/2023 11:01 PM
16	none	4/8/2023 2:44 PM
17	0	4/8/2023 1:46 PM
18	0	4/8/2023 11:43 AM
19	5	4/8/2023 7:37 AM
20	0	4/8/2023 1:38 AM
21	2	4/7/2023 8:35 PM
22	0	4/7/2023 7:29 PM
23	0	4/7/2023 7:01 PM
24	5	4/7/2023 4:55 PM
25	0	4/7/2023 4:17 PM
26	6	4/7/2023 3:58 PM
27	0	4/7/2023 3:58 PM

Q3 What were the evictions filings for?

Answered: 13 Skipped: 14



ANSWER CHOICES	RESPONSES	
Non-payment of rent	84.62%	11
Lease violation	7.69%	1
Skip/Abandonment	23.08%	3
If you checked lease violation please state the reason below	15.38%	2
Total Respondents: 13		

#	IF YOU CHECKED LEASE VIOLATION PLEASE STATE THE REASON BELOW	DATE
1	under the just cause eviction it is nearly impossible to evict for lease violation, how do I prove someone is dealing drugs?	4/24/2023 4:13 PM
2	Various	4/9/2023 11:01 PM

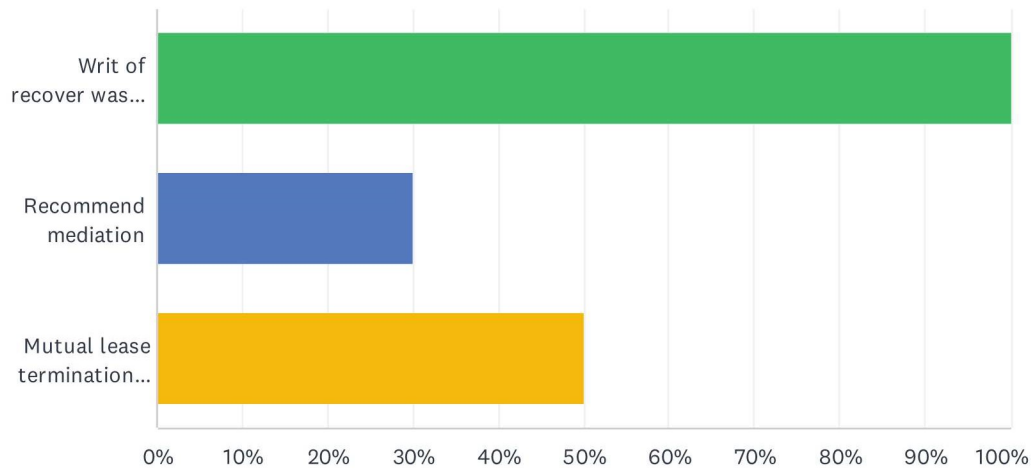
Q4 On average, how many days/weeks did you wait for an eviction hearing with Hennepin County courts?

Answered: 27 Skipped: 0

#	RESPONSES	DATE
1	IT TOOK 3-4 MONTHS FOR OUR OTHER PROPERTIES	4/25/2023 3:32 PM
2	6 weeks (evictions were at other properties)	4/24/2023 4:13 PM
3	N/A	4/16/2023 4:15 PM
4	4 weeks	4/12/2023 11:41 AM
5	4	4/11/2023 11:18 PM
6	N/A	4/11/2023 11:15 AM
7	no one was evicted	4/11/2023 10:27 AM
8	0	4/11/2023 9:33 AM
9	45 days	4/10/2023 4:39 PM
10	0	4/10/2023 3:24 PM
11	3-4weeks	4/10/2023 2:24 PM
12	N/A	4/10/2023 11:17 AM
13	I waited a few months.	4/10/2023 10:58 AM
14	Approximately 7 weeks	4/10/2023 8:03 AM
15	8 weeks	4/9/2023 11:01 PM
16	0	4/8/2023 2:44 PM
17	N/A	4/8/2023 1:46 PM
18	0	4/8/2023 11:43 AM
19	6	4/8/2023 7:37 AM
20	n/a	4/8/2023 1:38 AM
21	90 days	4/7/2023 8:35 PM
22	n/a	4/7/2023 7:29 PM
23	0	4/7/2023 7:01 PM
24	12-14	4/7/2023 4:55 PM
25	15 days	4/7/2023 4:17 PM
26	8 weeks	4/7/2023 3:58 PM
27	n/a	4/7/2023 3:58 PM

Q5 What were the results of the eviction hearing?

Answered: 10 Skipped: 17



ANSWER CHOICES	RESPONSES	
Writ of recover was issued	100.00%	10
Recommend mediation	30.00%	3
Mutual lease termination approved by the Court	50.00%	5
Total Respondents: 10		

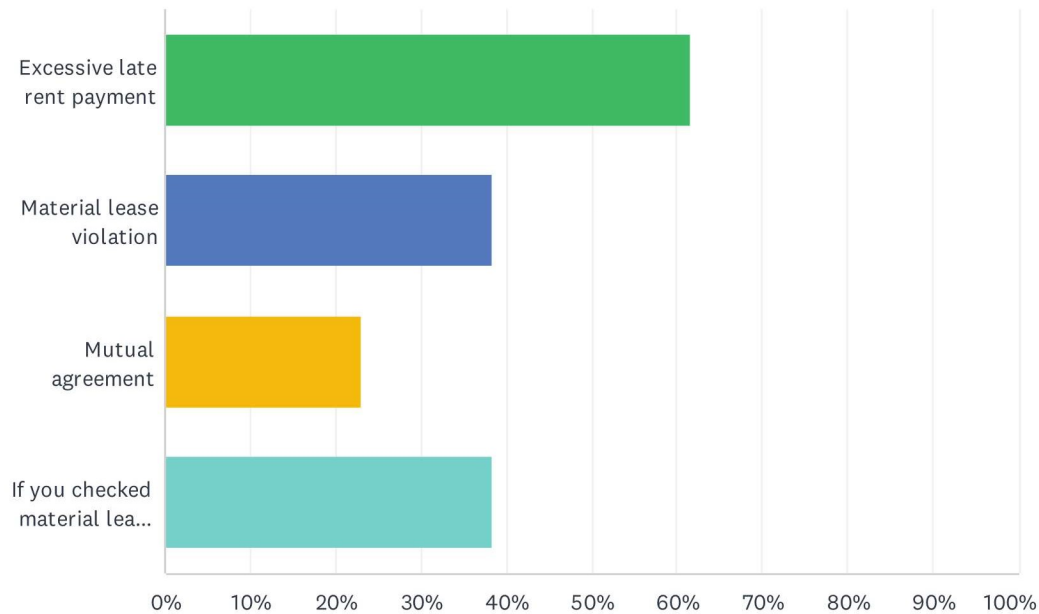
Q6 How many lease non-renewals did you issue in 2022?

Answered: 27 Skipped: 0

#	RESPONSES	DATE
1	8	4/25/2023 3:32 PM
2	you cant do this ???	4/24/2023 4:13 PM
3	N A	4/16/2023 4:15 PM
4	15	4/12/2023 11:41 AM
5	1	4/11/2023 11:18 PM
6	N/A	4/11/2023 11:15 AM
7	0	4/11/2023 10:27 AM
8	0	4/11/2023 9:33 AM
9	11	4/10/2023 4:39 PM
10	0	4/10/2023 3:24 PM
11	0	4/10/2023 2:24 PM
12	N/A	4/10/2023 11:17 AM
13	two	4/10/2023 10:58 AM
14	Approximately 2 dozen	4/10/2023 8:03 AM
15	10	4/9/2023 11:01 PM
16	none	4/8/2023 2:44 PM
17	0	4/8/2023 1:46 PM
18	0	4/8/2023 11:43 AM
19	7	4/8/2023 7:37 AM
20	n/a	4/8/2023 1:38 AM
21	6	4/7/2023 8:35 PM
22	2	4/7/2023 7:29 PM
23	0	4/7/2023 7:01 PM
24	2	4/7/2023 4:55 PM
25	2	4/7/2023 4:17 PM
26	0	4/7/2023 3:58 PM
27	0	4/7/2023 3:58 PM

Q7 What were the lease non-renewals for?

Answered: 13 Skipped: 14

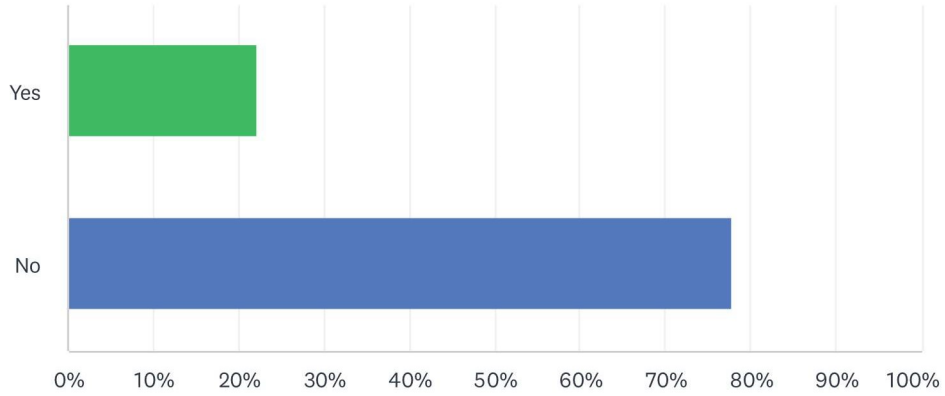


ANSWER CHOICES	RESPONSES	
Excessive late rent payment	61.54%	8
Material lease violation	38.46%	5
Mutual agreement	23.08%	3
If you checked material lease violation please state the reason.	38.46%	5
Total Respondents: 13		

#	IF YOU CHECKED MATERIAL LEASE VIOLATION PLEASE STATE THE REASON.	DATE
1	UNSANITARY LIVING CONDITIONS, DID NOT COOPERATE WITH PEST CONTROL, PROPERTY DAMAGE,, SETTING OFF BOTTLE ROCKETS INSIDE BUILDING HALLWAYS	4/25/2023 3:32 PM
2	Many reasons, mostly smoking violations and not payment of rent	4/12/2023 11:41 AM
3	N/A	4/10/2023 2:24 PM
4	n/a	4/8/2023 1:38 AM
5	Excessive damage to property	4/7/2023 8:35 PM

Q8 Did the tenant protection notice of eviction impact your decision to file an eviction?

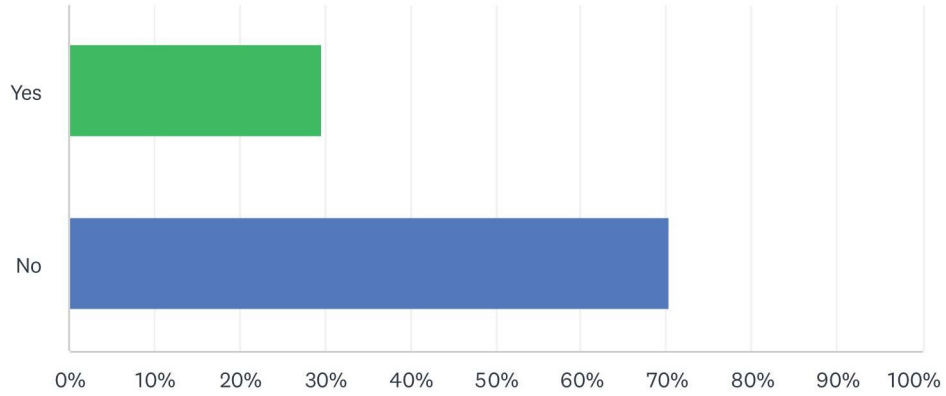
Answered: 27 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	22.22%	6
No	77.78%	21
TOTAL		27

Q9 Did the tenant protection notice of lease non-renewal impact your decision to issue a lease non-renewal?

Answered: 27 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	29.63%	8
No	70.37%	19
TOTAL		27

Council Regular Meeting

DATE: 2/28/2022

TO: City Council

FROM: Dr. Reggie Edwards, City Manager

THROUGH: Meg Beekman, Community Development Director

BY: Jesse Anderson, Deputy Director of Community Development

SUBJECT: An Ordinance Amending Chapter 12 of the City Code of Ordinance Regarding Tenant Protections and Approve a Resolution to allow a Summary Publication of the Ordinance

Requested Council Action:

- Motion to approve a resolution approving of the second reading of an ordinance amending Chapter 12 of the City of ordinances regarding tenant protection and summary publication of the ordinance.

Background:

Overview

Based on feedback from the City Council, staff have prepared and attached a draft resolution and ordinance that includes the 30 day pre-eviction notice and removes the 90 day notice of non-renewal without just cause provision.

February 15, 2022 – The Housing Commission met and discussed the different version of the ordinance. They passed a motion stating the following:

- A tenant protection ordinance is needed.
- The commission would prefer a 30 day pre-eviction notice, but would consider the 14 day time period to be a good compromise.
- The commission was split on whether or not to include the 90 day non-renewal notice without just cause.
- (3 Commissioners preferred to remove the 90 day non-renewal without just cause and 2 Commissioners preferred to keep it in the ordinance)
- The commission agrees that the property owners/managers should be required to document and report non-renewals.
- The Housing Commission passed the following motion:

Commissioner Hester moved and Commissioner Oman seconded to provide feedback to the City Council that the Housing Commission agrees there is a need for a tenant protection ordinance, favors the 30-day pre-eviction notification but can compromise with the 14-day pre-eviction notification, is split on the just cause non-renewal provision, and supports the data collection provision. The motion passed.

February 14, 2022 - The City Council met and discussed a revised version of the ordinance. The Council suggested additional feedback from the Housing Commission and it was requested that staff return with an ordinance including the 30 day pre-eviction notice and no 90 day renewal without just cause.

January 19, 2022 – An email went out to the property owners/managers who attended the public hearing or ARM Meeting, tenant Advocacy groups, and the Housing Commission with a copy of the revised ordinance.

January 12, 2022 - January 12, 2022 staff met with rental owners, property managers, and tenant advocacy representatives. Staff met with rental owners, property managers, and tenant advocacy representatives. Generally, the majority of landlords spoke against the ordinance as a whole and would prefer that no version of an ordinance be adopted. The suggested compromise by landlords was to reduce the notice period for the pre-eviction notice to 7 or 5 days and to adopt a renewal notice period rather than a just cause non-renewal.

January 6, 2022 - staff met with approximately 20 landlords at the ARM Meeting and discussed the proposed ordinance. The feedback from landlords was consistent with the feedback provided at the public hearing.

December 13, 2021 - The City Council met and held the public hearing on this item. After the public hearing and Council discussion, the vote on the second reading of the ordinance was delayed until January 24, 2022.

November 8, 2021 – The City Council met and approved the first reading and called for a public hearing for December 13, 2022.

October 19, 2021 - The Brooklyn Center Housing Commission meet on and discussed the proposed tenant protection ordinance. The Housing Commission unanimously approved a recommendation to approve the proposed ordinance.

Feedback from the City of Minneapolis

City staff received the following feedback from the City of Minneapolis regarding their tenant protection ordinance.

- Has the city received complaints from residents about not receiving the notice?
 - We have not yet received a complaint regarding this ordinance yet
- How does the city handle complaints?
 - Enforcement is on a complaint basis only right now
 - We rely on complaints coming from renters through our 311 call center, a case is created and sent to myself and a team of liaisons
 - We have a group of Renter Housing Liaisons who will do research and follow up to ask for documentation and other supporting evidence to confirm there was a violation.
 - If a violation is found we have a process for issuing a violation notice and possible citations – the citations are administrative and can be put on a property as a special assessment if not paid by the end of the year
- How has the courts help or hurt this ordinance?
 - To my knowledge we haven't had any issues with the courts on this ordinance.
 - We were very mindful of talking with our City Attorneys to ensure we could pass an ordinance that would be able to be held up
- Other info?
 - We are only able to enforce this if we get a complaint right away and are limited to sending violation notices and citations or fees – we rely on partners like HomeLine and other external stakeholders who would represent a renter if they had to go to court to fight an eviction or use the pre-eviction filing notice ordinance as a defense if 14 day notice was not given.
 - We created a template for notice as a sample for owners to use in case they had questions, we have it on our website – <https://www2.minneapolismn.gov/business-services/licenses-permits/rental-licenses/renter-protections/renter-notification-requirements/>
 - An important thing to note is that we passed this ordinance during the eviction moratorium so we implemented it during a time that evictions for non-payment of rent weren't really happening.

- Do you guys get feedback on whether the 14 days was too long / too short?
 - When I talked with St. Louis Park they did 7 days and we knew that would probably be too short. We presented the 14 day notice and we got feedback at our public hearing that we should look at 30 days. We aligned our 14 days with the provision of emergency assistance and the involved timeframes for accessing and obtaining assistance. Again, this was pretty early on before issues with RentHelpMN and long wait times, but it worked for us to align it to something existing.

Ordinance Summary

The proposed ordinance amendment summary:

- Pre-Eviction Filing Notice requires an owner of an affordable housing unit to provide a 30 day written notice to a tenant prior to filing an eviction.
- Just Cause Non-Renewals establishes requirements that prevents a property owner or property manager from non-renewing an existing tenant lease without just cause.
 - Non-Payment of Rent
 - Material Non-compliance
 - Refusal to Renew
 - Occupancy by property owner or family member
 - Building Demolishing or Conversion
 - Rehabilitation or Renovation
 - Complying with a Government order to vacate
 - Occupancy conditioned on employment
 - (90 day non-renewal notice without just cause removed)
- Waiver is not allowed by a tenant to waive their rights under the new ordinance.
- Private Enforcement – A tenant or former tenant of an affordable housing unit harmed by an owner in violation of this ordinance may bring an action against the owner in district court.
- Require property managers to track and report to the city any non-renewals of leases, and the reason for the action.
- Added Separability and Severability statement

Background

City staff have had multiple discussions with the City Council relating to affordable housing policies and programs. The City is currently working with the Center for Urban and Regional Affairs (CURA) and Research in Action (RIA) on a citywide housing study. That work has completed its engagement phase, and the Housing Advisory Council is being reconvened to begin reviewing that work and identifying policy recommendations for the City. The housing study is anticipated to be completed in early 2022. The deliverables from the study will be used to complete a Housing Policy Action Plan to address the housing priorities in the city. Staff is anticipating moving forward with programs and policies based on the results of that study. However, while that work is wrapping up, Brooklyn Center and the Twin Cities region are continuing to experience ongoing and extreme low vacancy rates. According to a recent 2020 Census Report (<https://www.census.gov/library/stories/2021/08/united-states-housing-vacancy-rate-declined-in-past-decade.html>), Minneapolis has the lowest vacancy rate among the 30 largest U.S. cities. In addition to a significant and sustained housing shortage, the state legislature recently repealed the eviction moratorium. The state has created an off-ramp process to step back from the moratorium, but already Brooklyn Center has seen increased calls about evictions, and is seeing an increased number of filings. With the lifting of the eviction moratorium, landlords can once again get rid of unwanted tenants through non-renewals, avoiding the eviction process altogether. Staff has been meeting regularly with residents to talk about issues related to tenant protections

and to understand the concerns and increased issues they are facing as a result of compounding regional and national housing shortage trends.

As a result of extensive input from community, Staff have been working with the City Attorney's office to draft an ordinance relating to tenant protections. This ordinance was to include multiple areas of concerns from tenants.

- Just Cause Non-renewal
- Pre-eviction Notices
- Maintenance Fees
- Damage Deposits
- Material changes to the lease
- Discrimination relating to public assistance status

Based on the current low vacancy rates and the urgency created by the phasing out of the Eviction Moratorium, staff thought it to be necessary to expedite the ordinance relating specifically to items addressing evictions and non-renewals. Putting anti-displacement measures into effect sooner rather than later is intended to get ahead of a growing problem, and provide renters with more leverage in negotiations with landlords.

Housing and the policy issues related to housing have become some of the most pressing and important matters facing communities today. For most suburban communities, housing comprises a significant majority of a city's land use and tax base. Maintaining and preserving a safe, quality, and desirable housing stock is critical to a community's long term economic health and resiliency. Further, a diverse housing stock which offers a wide range of housing choices and price points ensures that a community can be resilient through economic ups and downs as well as provide housing options for a diverse population throughout their lives. In addition to maintaining a quality and diverse supply of housing, communities are more and more becoming focused on concerns regarding livability and accessibility of housing.

Brooklyn Center's Current Rental Housing

The result of the regional trends facing the Twin Cities are being felt in Brooklyn Center. Vacancy rates in the community remain lower than the regional average, hovering around 2 percent. This is common in communities with more affordable rental units. Thirty-seven percent of Brooklyn Center's housing stock is comprised of rental units. Nearly 100 percent of the multi-family housing in Brooklyn Center are one and two bedroom units built between 1961 and 1971, and nearly all of it is naturally occurring affordable housing (NOAH).

Average rents in Brooklyn Center are naturally occurring affordable because the market rents, based on the age and condition of the units make them affordable at around 50 percent AMI in the metropolitan area. Rents in Brooklyn Center are lower than the regional average. While NOAH properties are affordable, they can be at risk of being lost as market demand increases and rents continue to go up. They can also experience disinvestment over time, causing deterioration, loss of value, and most importantly poor quality or unsafe living situations if they are not properly inspected and maintained.

The City's 2040 Comprehensive Plan identifies several broad housing goals

2040 Housing & Neighborhood Goals:

- Promote a diverse housing stock that provides safe, stable, and accessible housing options to all of Brooklyn Center's residents.
- Recognize and identify ways to match Brooklyn Center's housing with the City's changing demographics.
- Explore opportunities to improve the City's housing policies and ordinances to make them more responsive to current and future residents.
- Maintain the existing housing stock in primarily single-family neighborhoods through proper ordinances, incentive programs and enforcement.

- Explore opportunities to incorporate new affordable housing into redevelopment areas that promote safe, secure and economically diverse neighborhoods.

In addition to these goals, the 2040 Comprehensive Plan identifies implementation strategies as well as resources and tools for achieving its housing goals.

Budget Issues:

There are no budgetary issues to consider at this time.

Inclusive Community Engagement:

Staff has been working closely with housing advocacy groups, and met regularly with residents to gather information regarding the need for this ordinance.

Staff held an ARM Meeting on January 6, 2022 at city hall. All licensed landlords/property owners were invited to attend. Feedback was provided and a summary is attached.

A discussing was held with advocacy groups and rental landlords on January 12th, 2022. A summary of that discussion is attached.

Antiracist/Equity Policy Effect:

Renters in Brooklyn Center are disproportionately more likely to be people of color than home owners. Over 50 percent of Brooklyn Center renters pay more than 30% of their incomes on rent and are considered low income. Low income renters have the fewest housing choices and are more likely to experience retaliation by landlords, evictions and displacement. The purpose of this ordinance is to provide protections for primarily low-income and renters of color in Brooklyn Center.

Strategic Priorities and Values:

Safe, Secure, Stable Community

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/22/2022	Resolution Letter
Tenant Protection Ordinance	2/22/2022	Ordinance
Tenant Protection Ordinance - Redlined Version	2/22/2022	Backup Material
10-19-2021 Draft Housing Commission Minutes	10/25/2021	Backup Material
2-18-2022 Draft Housing Commission Minutes	2/18/2022	Backup Material
January 12 Joint Meeting Recap	1/14/2022	Backup Material
January 6 ARM Meeting Recap	1/18/2022	Backup Material

Member
adoption:

introduced the following resolution and moved its

RESOLUTION NO. 2022-____

CITY OF BROOKLYN CENTER, MINNESOTA

A RESOLUTION APPROVING THE SECOND READING OF AN ORDINANCE
AMENDING CHAPTER 12 OF THE CITY CODE OF ORDINANCES REGARDING
TENANT PROTECTION AND SUMMARY PUBLICATION OF THE ORDINANCE

WHEREAS, the City of Brooklyn Center (“City”) previously amended the City Code to establish certain protections for tenants of affordable housing units and now desires to expand those protections; and

WHEREAS, City staff developed a proposed ordinance titled “An Ordinance Amending Chapter 12 of the City Code of Ordinances Regarding Tenant Protections” (“Ordinance”), which amends Sections 12-201, 12-912D and 12-1401 of the City Code; and

WHEREAS, the City Council discussed this issue at several work sessions and the proposed Ordinance was presented to the City Council to conduct a first reading on November 8, 2021 in accordance with Section 3.04 of the City Charter; and

WHEREAS, the proposed Ordinance was presented to the City Council to conduct a public hearing and a second reading on December 13, 2021 in accordance with Section 3.04 of the City Charter; and

WHEREAS, the City Council continued the second reading from December 13, 2021 to February 28, 2022, and the City Council acted at its meeting on February 28, 2022 to adopt the above-referenced Ordinance; and

WHEREAS, Minnesota Statutes, section 412.191, subdivision 4 allows publication of adopted ordinances by title and summary in the case of lengthy ordinances or those containing maps or charts; and

WHEREAS, the City Council determines publishing the entire text of the Ordinance is not in the best interests of the City as the Ordinance is readily available to the public on the City’s website and by contacting City Hall; and

WHEREAS, the City Council determines the following summary clearly informs the public of the intent of Ordinance and where to obtain a copy of the full text.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Brooklyn Center as follows:

1. A second reading has been conducted and the Ordinance is hereby adopted.

2. The City Clerk is hereby authorized and directed to publish the following notice and summary of the Ordinance, which is hereby approved, once in the City's official newspaper:

City of Brooklyn Center

**AN ORDINANCE AMENDING CHAPTER 12 OF THE CITY
CODE OF ORDINANCES REGARDING TENANT PROTECTION**

Please take notice that the City Council of the City of Brooklyn Center has adopted an ordinance to amend Chapter 12 of the City Code by amending Section 12-912D to expand the protections provided to tenants of affordable housing units. The ordinance establishes new requirements for landlords to provide tenants a notice at least 30 days before filing an eviction action, to provide notice explaining the basis of a just cause nonrenewal of a lease, and to provide for filing a private enforcement action in district court for a violation of the tenant protections under the section, including the seeking of an award of attorney's fees. A copy of the full ordinance is available on the City's website.

3. City staff and consultants are authorized to take such other actions as may be needed to incorporate the Ordinance into the City Code and to otherwise carry out the intent of this Resolution.

February 28, 2022

Date

Mayor

ATTEST: _____
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member
and upon vote being taken thereon, the following voted in favor thereof:
and the following voted against the same:
whereupon said resolution was declared duly passed and adopted.

CITY OF BROOKLYN CENTER

Notice is hereby given that a public hearing will be held on the 13th day of December, 2021, at 7:00 p.m. or as soon thereafter as the matter may be heard to consider an ordinance related to tenant protections. City Council meetings are being conducted by electronic means under Minnesota Statutes, section 13D.021 and information on how to connect to the meeting is provided on the City's website. Please notify the City Clerk at 763-569-3306 if there are any questions about how to connect to the meeting.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12 OF THE CITY CODE OF ORDINANCES REGARDING TENANT PROTECTION

THE CITY OF BROOKLYN CENTER DOES ORDAIN:

Article I. Legislative Findings. The City Council of the City of Brooklyn Center hereby finds and determines as follows:

- a. Tenants of affordable housing units have an income of 80% or less, and in some case much less, of the area median income and so have few resources to fight predatory practices, unjustified repair fees, retaliation, or other practices that exploit tenants within affordable housing buildings;
- b. Vacancy rates in the City, at approximately 2%, are very low and are even lower than the Twin Cities regional average;
- c. In addition to a significant and sustained housing shortage, the residential eviction moratorium enacted in Minnesota in response to the COVID-19 pandemic has nearly been entirely phased out, and with only very limited exceptions, tenants are able to be evicted;
- d. The City Council regularly receives complaints at its meetings from residents of affordable housing units regarding how they are treated by the owners and the resulting negative emotional and financial impacts of those interactions;
- e. The City's 2040 Comprehensive Plan identifies several broad housing goals, including (1) promoting a diverse housing stock that provides safe, stable, and accessible housing option to all of the City's residents, (2) recognition and identification of ways to match the City's housing with the City's changing demographics, (3) exploring opportunities to improve the City's housing policies and ordinances to make them more responsive to current and future residents, (4) maintaining the existing housing stock in primarily single-family neighborhoods through proper ordinances, incentive programs and enforcement, and (5) exploring opportunities to incorporate new affordable housing into redevelopment areas that promote safe, secure and economically diverse neighborhoods;

- f. In addition to these goals, the 2040 Comprehensive Plan identifies implementation strategies as well as resources and tools for achieving its housing goals;
- g. The City Council previously adopted Section 12-912D to establish certain tenant protections for those living within affordable housing units as an initial step to address the exploitation of these tenants, and the City is currently working with the Center for Urban and Regional Affairs and Research in Action on a citywide housing study;
- h. However, in light of the current housing shortage, the reversal of the eviction moratorium, and in response to complaints from tenants of affordable housing units in the City, the City Council determines it is necessary to expand the initial protections in order to promote housing stability and protect the health, safety, and welfare of those living within affordable housing units; and
- i. The tenant protections adopted as part of Section 12-912D are intended to be part of the health and safety covenants in Minnesota Statutes, section 504B.161, subdivision 1(a)(4) and as additional conditions provided for by ordinance as acknowledged in subdivision 4 of the same statute.

Article II. Brooklyn Center City Code, Section 12-201 is amended by adding the following definition and renumbering the subsequent definitions as needed:

 . Just Cause – any of the bases listed under Section 12-912D(5) upon which an owner of an affordable housing building may terminate tenancy.

Article III. Brooklyn Center City Code, Section 12-912D is amended by adding subsections 12-912D(4), 12-912D(5), and 12-912D(6) as follows, and renumbering the subsequent subsections as needed:

4. Pre-Eviction Filing Notice. Except as provided otherwise in this subsection, an owner of an affordable housing unit shall provide at least 30 days' written notice to a tenant prior to filing an eviction action on the basis of either: (a) an alleged non-payment of rent; or (b) an alleged material breach of a lease.

a. Notices for Non-payment of Rent. For an allegation of any non-payment of rent, the notice shall, at a minimum, include the following information:

(1) The name, mailing address, and telephone number of the person authorized to receive rent and fees on behalf of the owner;

(2) The total amount of money due and owing to the owner by the tenant;

(3) A specific accounting of the money due and owing to the owner by the tenant, including any past due rents, any late fees, and any other charges; and

- (4) The deadline by which the total amount due and owing to the owner by the tenant shall be paid to avoid an eviction action, which shall be no earlier than 30 days from the date on which the notice is delivered.
 - b. Notices for Material Breach of a Lease. For an allegation of a material breach of a lease, the notice shall, at a minimum, include the following information:
 - (1) The name, mailing address, and telephone number of the owner;
 - (2) A description of the specific conduct that the owner alleges is a violation of the lease, including the dates of the violations and the persons who committed the alleged violations;
 - (3) Identification of the specific clause of the lease alleged to have been violated;
 - (4) Notification that the tenant has the right to correct the alleged breach;
 - (5) Notification of how the tenant may correct the alleged breach;
 - (6) The deadline by which the alleged breach shall be corrected to avoid an eviction action, which shall be no earlier than 30 days from the date on which the notice is delivered; and
 - (7) A copy of the lease attached to the notice.
 - c. Exception for Expedited Eviction Actions. For an expedited eviction action filed pursuant to Minnesota Statutes, section 504B.321, subdivision 2, the owner shall provide the notice required by Section 12-912D(4)(d) at least three days in advance of filing the eviction action.
 - d. Additional Notice Requirements. All notices under this subsection shall also include the following information:
 - (1) Notification that the tenant may be evicted if they do not pay the past due rent or correct the alleged breach of lease by the deadline, as applicable;
 - (2) Information about accessing rental assistance by calling 211 or visiting <https://www.211unitedway.org/>; and
 - (3) Information about accessing legal help by visiting the Law Help Website at <https://www.lawhelpmn.org/>.
 - e. Delivery of Notice. The owner, or an agent for the owner, shall deliver any notice required by this subsection personally or by first-class mail to the address of the affordable housing unit. Such notice may, in addition to but not in place of personal

delivery or delivery by first-class mail, be delivered to any email or other electronic means to the tenant at the tenant's email address or electronic account.

- f. Enforcement. In addition to any other remedy available at equity or law, failure to comply with the provisions of this subsection may result in adverse rental license actions, the imposition of administrative fines, or other penalties as provided in law.
- g. Waiver Not Allowed. The parties to a written or oral lease of an affordable housing unit shall not waive or modify the requirements imposed by this subsection. Any such waiver provision that may exist in a lease is not enforceable.

5. Just Cause Notice of Nonrenewal of Lease to Tenants.

- a. Just Cause Notice. An owner of an affordable housing unit shall not issue a notice of nonrenewal of tenancy, refuse to renew, or issue a notice to quit unless the owner is able to establish one or more of the following grounds for such action:
 - (1) Non-payment of Rent. The tenant fails to pay all monies owed to an owner after receiving a written notice of non-payment from the owner;
 - (2) Material Non-Compliance. The tenant fails to cure a material breach of the lease after receiving a written notice from the owner;
 - (3) Refusal to Renew. The tenant refuses to renew or extend the lease after the owner requests in writing that the tenant do so;
 - (4) Occupancy by Property Owner or Family Member. The owner, in good faith, seeks to recover possession of the unit so that the owner or a family member may occupy the unit as that person's principal residence;
 - (5) Building Demolishment or Conversion. The owner either:
 - (i) Elects to demolish the building in which the affordable housing unit is located, convert it to a cooperative, provided the owner complies with the provisions of Minnesota Statutes, chapter 515B, or convert it to non-residential use, provided that the owner shall obtain all permits necessary to demolish or change the use before terminating any tenancy;
 - (ii) The owner seeks, in good faith, to recover the unit to sell it in accordance with a condominium conversion, provided the owner complies with the provisions of Minnesota Statutes, chapter 515B; or
 - (iii) The unit is being converted to a unit subsidized under a local, state, or federal housing program and the tenant does not qualify to rent the unit under that program;

Article IV. Brooklyn Center City Code, Section 12-1401 is amended by adding the double-underlined language and deleting the ~~stricken~~ language as follows:

Section 12-1401. SEPARABILITY. Every Section, provision, or part of this ~~Ordinance~~ Chapter is declared separable from every other Section, provision, or part to the extent that if any Section, provision or part of the Chapter shall be held invalid, it shall not invalidate any other Section, provision or part thereof.

Article V. Severability. Should any section or part of this ordinance be declared by a court of competent jurisdiction to be invalid, such decision will not affect the validity of the ordinance as a whole or any part other than the part declared invalid.

Article VI. Effective Date. This ordinance shall become effective after adoption and upon thirty days following its legal publication.

Adopted this 28th day of February, 2022.

Mike Elliott, Mayor

ATTEST: _____
City Clerk

Date of Publication _____

Effective Date _____

(~~Strikeout~~ indicates matter to be deleted, double underline indicates new matter.)

CITY OF BROOKLYN CENTER

Notice is hereby given that a public hearing will be held on the 13th day of December, 2021, at 7:00 p.m. or as soon thereafter as the matter may be heard to consider an ordinance related to tenant protections. City Council meetings are being conducted by electronic means under Minnesota Statutes, section 13D.021 and information on how to connect to the meeting is provided on the City's website. Please notify the City Clerk at 763-569-3306 if there are any questions about how to connect to the meeting.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12 OF THE CITY CODE OF ORDINANCES REGARDING TENANT PROTECTION

THE CITY OF BROOKLYN CENTER DOES ORDAIN:

Article I. Legislative Findings. The City Council of the City of Brooklyn Center hereby finds and determines as follows:

- a. Tenants of affordable housing units have an income of 80% or less, and in some case much less, of the area median income and so have few resources to fight predatory practices, unjustified repair fees, retaliation, or other practices that exploit tenants within affordable housing buildings;
- b. Vacancy rates in the City, at approximately 2%, are very low and are even lower than the Twin Cities regional average;
- c. In addition to a significant and sustained housing shortage, the residential eviction moratorium enacted in Minnesota in response to the COVID-19 pandemic has nearly been entirely phased out, and with only very limited exceptions, tenants are able to be evicted;
- d. ~~b.~~ The City Council regularly receives complaints at its meetings from residents of affordable housing units regarding how they are treated by the owners and the resulting negative emotional and financial impacts of those interactions;
- e. The City's 2040 Comprehensive Plan identifies several broad housing goals, including (1) promoting a diverse housing stock that provides safe, stable, and accessible housing option to all of the City's residents, (2) recognition and identification of ways to match the City's housing with the City's changing demographics, (3) exploring opportunities to improve the City's housing policies and ordinances to make them more responsive to current and future residents, (4) maintaining the existing housing stock in primarily single-family neighborhoods through proper ordinances, incentive programs and enforcement, and (5) exploring opportunities to incorporate new affordable housing into redevelopment areas that promote safe, secure and economically diverse neighborhoods;

- f. In addition to these goals, the 2040 Comprehensive Plan identifies implementation strategies as well as resources and tools for achieving its housing goals;
- g. ~~e.~~ The City Council previously adopted Section 12-912D to establish certain tenant protections for those living within affordable housing units as an initial step to address the exploitation of these tenants, and the City is currently working with the Center for Urban and Regional Affairs and Research in Action on a citywide housing study;
- h. ~~d. The~~ However, in light of the current housing shortage, the reversal of the eviction moratorium, and in response to complaints from tenants of affordable housing units in the City, the City Council determines it is necessary to expand ~~these~~ the initial protections in order to promote housing stability and protect the health, safety, and welfare of those living within affordable housing units; and
- i. ~~e.~~ The tenant protections adopted as part of Section 12-912D are intended to be part of the health and safety covenants in Minnesota Statutes, section 504B.161, subdivision 1(a)(4) and as additional conditions provided for by ordinance as acknowledged in subdivision 4 of the same statute.

Article II. Brooklyn Center City Code, Section 12-201 is amended by adding the following definition and renumbering the subsequent definitions as needed:

Just Cause – any of the bases listed under Section 12-912D(5) upon which an owner of an affordable housing building may terminate tenancy.

Article III. Brooklyn Center City Code, Section 12-912D is amended by adding subsections 12-912D(4), 12-912D(5), and 12-912D(6) as follows, and renumbering the subsequent subsections as needed:

- 4. Pre-Eviction Filing Notice. Except as provided otherwise in this subsection, an owner of an affordable housing unit shall provide at least 30 days' written notice to a tenant prior to filing an eviction action on the basis of either: (a) an alleged non-payment of rent; or (b) an alleged material breach of a lease.
 - a. Notices for Non-payment of Rent. For an allegation of any non-payment of rent, the notice shall, at a minimum, include the following information:
 - (1) The name, mailing address, and telephone number of the person authorized to receive rent and fees on behalf of the owner;
 - (2) The total amount of money due and owing to the owner by the tenant;
 - (3) A specific accounting of the money due and owing to the owner by the tenant, including any past due rents, any late fees, and any other charges; and

- (4) The deadline by which the total amount due and owing to the owner by the tenant shall be paid to avoid an eviction action, which shall be no earlier than 30 days from the date on which the notice is delivered.
- b. Notices for Material Breach of a Lease. For an allegation of a material breach of a lease, the notice shall, at a minimum, include the following information:
- (1) The name, mailing address, and telephone number of the owner;
 - (2) A description of the specific conduct that the owner alleges is a violation of the lease, including the dates of the violations and the persons who committed the alleged violations;
 - (3) Identification of the specific clause of the lease alleged to have been violated;
 - (4) Notification that the tenant has the right to correct the alleged breach;
 - (5) Notification of how the tenant may correct the alleged breach;
 - (6) The deadline by which the alleged breach shall be corrected to avoid an eviction action, which shall be no earlier than 30 days from the date on which the notice is delivered; and
 - (7) A copy of the lease attached to the notice.
- c. Exception for Expedited Eviction Actions. For an expedited eviction action filed pursuant to Minnesota Statutes, section 504B.321, subdivision 2, the owner shall provide the notice required by Section 12-912D(34)(d) at least three days in advance of filing the eviction action.
- d. Additional Notice Requirements. All notices under this subsection shall also include the following information:
- (1) Notification that the tenant may be evicted if they do not pay the past due rent or correct the alleged breach of lease by the deadline, as applicable;
 - (2) Information about accessing rental assistance by calling 211 or visiting <https://www.211unitedway.org/>; and
 - (3) Information about accessing legal help by visiting the Law Help Website at <https://www.lawhelpmn.org/>.
- e. Delivery of Notice. The owner, or an agent for the owner, shall deliver any notice required by this subsection personally or by first-class mail to the address of the affordable housing unit. Such notice may, in addition to but not in place of personal

delivery or delivery by first-class mail, be delivered to any email or other electronic means to the tenant at the tenant's email address or electronic account.

- f. Enforcement. In addition to any other remedy available at equity or law, failure to comply with the provisions of this subsection may result in adverse rental license actions, the imposition of administrative fines, or other penalties as provided in law.
- g. Waiver Not Allowed. The parties to a written or oral lease of an affordable housing unit shall not waive or modify the requirements imposed by this subsection. Any such waiver provision that may exist in a lease is not enforceable.

5. Just Cause Notice of Nonrenewal of Lease to Tenants.

- a. Just Cause Notice. An owner of an affordable housing unit shall not issue a notice of nonrenewal of tenancy, refuse to renew, or issue a notice to quit unless the owner is able to establish one or more of the following grounds for such action:
 - (1) Non-payment of Rent. The tenant fails to pay all monies owed to an owner after receiving a written notice of non-payment from the owner;
 - (2) Material Non-Compliance. The tenant fails to cure a material breach of the lease after receiving a written notice from the owner;
 - (3) Refusal to Renew. The tenant refuses to renew or extend the lease after the owner requests in writing that the tenant do so;
 - (4) Occupancy by Property Owner or Family Member. The owner, in good faith, seeks to recover possession of the unit so that the owner or a family member may occupy the unit as that person's principal residence;
 - (5) Building Demolishment or Conversion. The owner either:
 - (i) Elects to demolish the building in which the affordable housing unit is located, convert it to a cooperative, provided the owner complies with the provisions of Minnesota Statutes, chapter 515B, or convert it to non-residential use, provided that the owner shall obtain all permits necessary to demolish or change the use before terminating any tenancy;
 - (ii) The owner seeks, in good faith, to recover the unit to sell it in accordance with a condominium conversion, provided the owner complies with the provisions of Minnesota Statutes, chapter 515B; or
 - (iii) The unit is being converted to a unit subsidized under a local, state, or federal housing program and the tenant does not qualify to rent the unit under that program;

- (6) Rehabilitation and Renovation. The owner seeks, in good faith, to recover possession of the unit that will render the unit uninhabitable for the duration of rehabilitation or renovation;
- (7) Complying with a Government Order to Vacate. The owner is complying with a government agency's order to vacate, order to abate, or any other order that necessitates the vacating of the unit as a result of a violation of City Code or any other provision of law including, but not limited to, Section 12-911 related to conduct, disorderly activities, or nuisances; or
- (8) Occupancy Conditioned on Employment. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated.
- b. Owner Responsibilities. Any lease for an affordable housing unit shall include just cause notice language as follows:
- "The landlord under this lease shall not unilaterally terminate or attempt to terminate the tenancy of any tenant unless the landlord can prove that just cause exists. The reasons for termination or nonrenewal of tenancy listed in the City of Brooklyn Center's Just Cause Notice (Section 12-912D(5)), and no others, shall constitute just cause under this provision."
- c. Nonrenewal Notice Requirements. An owner providing a notice of nonrenewal of a tenancy to a tenant of an affordable housing unit shall: (1) comply with all notice requirements under the lease and applicable law; ~~and~~ (2) include in such notice a written statement of the reasons for the nonrenewal and the facts in support of those reasons, and (3) maintain documentation totaling the number of notices of nonrenewal issued by the owner.
- d. City Right to Inspection of Nonrenewal Notices. Within ten days of any request by the City, the owner of an affordable housing building shall provide to the City copies of its documentation totaling the number of notices of nonrenewal issued by the owner.
- e. ~~d.~~ Application. This Section applies to every lease, written or oral, for an affordable housing unit.
- f. ~~e.~~ Waiver Not Allowed. The parties to a written or oral lease of an affordable housing unit shall not waive or modify the requirements imposed by this subsection. Any such waiver provision that may exist in a lease is not enforceable.
6. Private Enforcement of Tenant Protection Ordinance. Any tenant or former tenant of an affordable housing unit harmed by an owner's violation of this Section 12-912D may bring an action against the owner in district court. Such person shall be entitled to all remedies available at law or in equity including, but not limited to, damages and injunctive relief.

Any plaintiff that prevails in such action may be awarded reasonable attorney's fees and expenses.

Article IV. Brooklyn Center City Code, Section 12-1401 is amended by adding the double-underlined language and deleting the stricken language as follows:

Section 12-1401. SEPARABILITY. Every Section, provision, or part of this Ordinance Chapter is declared separable from every other Section, provision, or part to the extent that if any Section, provision or part of the Chapter shall be held invalid, it shall not invalidate any other Section, provision or part thereof.

Article V. Severability. Should any section or part of this ordinance be declared by a court of competent jurisdiction to be invalid, such decision will not affect the validity of the ordinance as a whole or any part other than the part declared invalid.

Article VI. Effective Date. This ordinance shall become effective after adoption and upon thirty days following its legal publication.

Adopted this ~~13~~28th day of ~~December~~February, ~~2021~~2022.

Mike Elliott, Mayor

ATTEST: _____
City Clerk

Date of Publication _____

Effective Date _____

(~~Strikeout~~ indicates matter to be deleted, double underline indicates new matter.)

MINUTES OF THE PROCEEDINGS OF THE HOUSING COMMISSION OF THE
CITY OF BROOKLYN CENTER IN THE
COUNTY OF HENNEPIN AND STATE OF MINNESOTA

REGULAR SESSION
OCTOBER 19, 2021

CALL TO ORDER

The Brooklyn Center Housing Commission was called to order by Chairperson Goodell at 7:00 p.m. The meeting was conducted virtually.

MEETING ATTENDEES

Chair Mark Goodell
Commissioner Paul Oman
Commissioner Michael Donnelly
Commissioner Zarita Hester
Commissioner Johnson Yang

City Staff present: Staff Liaison Jesse Anderson, Community Development Director Meg Beekman, City Attorney Sam Ketchum, Planning Staff Olivia Boerschinger, and City Council Liaison Kris Lawrence-Anderson.

Also present: Anab; Agnes; Leah DeGrazia; Lana Hamilton; Victoria Karmo; Madeleine Lerner, ACER; Fadumo Mohamed; Lovetee Polahn; Eric Hauge, HOME Line; Samuel Spaid, HOME Line; Tally; Shana Tomenes; Marie Vincent.

APPROVAL OF AGENDA

There was a motion by Commissioner Oman and seconded by Commissioner Donnelly to approve the agenda as submitted. The motion passed.

APPROVAL OF MINUTES

There was a motion by Commissioner Oman and seconded by Commissioner Donnelly to approve the minutes of the Housing Commission meeting on August 18, 2021. The motion passed.

TENANT PROTECTION ORDINANCE DISCUSSION AND DRAFT ORDINANCE REVIEW

Staff Liaison Jesse Anderson gave an overview of the proposed tenant protection Ordinance He added the City Council has held multiple work sessions regarding housing programs, and the City is currently undergoing a City-wide housing study, which will provide recommendations for City housing policies, housing priorities, and a housing action plan.

Mr. Anderson stated there is urgency related to this issue created by the phasing out of the eviction moratorium as well as low vacancy rates. The proposed Ordinance addresses evictions, requiring a 30-day written notice as well as preventing landlords or property owners from not renewing an existing tenant lease without cause. He added some just cause reasons for non-renewal, as listed in the proposed Ordinance, are non-payment of rent; material non-compliance; refusal to renew;

conversion, demolition, rehab or renovation; compliance with a government order; or occupancy conditional upon employment. He noted the Ordinance also addresses evictions and non-renewal and provides support for tenants who have just cause to bring action against landlords.

Mr. Anderson stated City Staff received feedback and recommendations from ACER, HOME Line and the Housing Justice Center to expedite the proposed Ordinance due to urgency related to evictions and non-renewals. He added representatives of community organizations have joined tonight's meeting. He noted the proposed Ordinance will likely have its first reading at the November 8, 2021 City Council meeting, and second reading and public hearing scheduled for the City Council's December 13, 2021 meeting, with the Ordinance going into effect in January 2022.

Chair Goodell requested feedback and comments from the Housing Commissioners and guests.

Commissioner Oman requested clarification regarding the timing of the Ordinance and actions that can be brought against landlords for something that has already happened. Mr. Anderson stated the Ordinance would go into effect in January 2022, so any violations could not have happened before that.

City Attorney Sam Ketchum agreed with Mr. Anderson's assessment. He added the enforcement provisions would apply to evictions after the Ordinance goes into effect.

A resident requested clarification regarding what control renters have with regard to friendly rental agreements. Chair Goodell stated he believes there has been some investigation into concerns about rental agreements, in terms of changes to a renewal or other limitations.

Mr. Anderson stated the proposed Ordinance amendment relates to non-renewals and evictions. He added there are some areas of the Ordinance that have not been brought forward yet, that could provide limitations on changes to lease agreements, which may be discussed under a future Ordinance amendment.

The resident stated he has been living at Georgetown for 11 years, and management does whatever they want, and imposes restrictions. He added he got a letter that they will not renew his lease and put him on a month-to-month lease. He added he is concerned and hopes the Commission can make some changes. He asked whether the Commission could go into people's homes and find out how they live and how they are being treated.

Chair Goodell thanked the resident for his comments. He added the Commission is interested in hearing about the issue of lease agreements, although tonight's amendment relates to evictions and non-renewals. He added City Staff is researching these other important issues, and he appreciates the resident bringing his concerns to the Housing Commission's attention.

A resident, Tally, stated retaliation by landlords at Georgetown is not fair to tenants, and they are not allowed to have visitors. She added they are not being treated as though Georgetown is their home. She noted they have been towing cars and not giving any information about restrictions or when they can park their cars.

Another resident agreed, stating people do not speak up because they are afraid that they will get an eviction notice. She added she was given an eviction notice because she did not apply for rental assistance. She noted she told them her application was pending.

Tally stated it is not fair to Georgetown residents. She said the landlord does not fix anything, but no one asks questions or asks for help. She added they are taking cars.

Lovetee stated she has been a Georgetown tenant for 2-3 years. She added she is concerned about tenant protections. She asked what it will protect. She noted she has 6 living children, and the Ordinance cannot protect her from being evicted. She added her lease has not been renewed for no reason, and the landlord gave her 3 months to find a new home.

Lovetee stated she went to the office to ask about why her lease cannot be renewed, and she was told she could not enter the office and she was not welcome. She added she is a tenant, and they have no reason for not renewing her lease. She noted this is an emergency and she asked the City for help. She noted the Ordinance needs to be passed now so their leases can be renewed.

Lovetee asked whether something can be added to the Ordinance about lease renewal. She added the only reason a lease should not be renewed is if a tenant does something crazy. She noted landlords should not be able to renew leases without a reason.

Chair Goodell stated there are some serious issues with renewal of leases and evictions, and it is his understanding that this Ordinance amendment will address both lease renewals and evictions. He added the Ordinance would put restrictions on evictions and eviction notices, and a limit list of reasons why a lease cannot be renewed. He noted the Ordinance will directly affect the residents' situations when it is passed.

Chair Goodell stated the Housing Commission will not be passing the Ordinance, but rather making a recommendation to the City Council. He added the Commission is a board of volunteer citizens, and their job is to provide feedback and recommendations to the City Council. He noted he truly appreciates everyone's comments and feedback.

Sam Spaid, staff attorney for HOME Line, stated his organization supports the proposed Ordinance. HOME Line is a state-wide nonprofit organization providing free, confidential legal advice to residential tenants in Minnesota. He added the personal statements that are being expressed tonight are the same things that HOME Line staff hear on a daily basis from tenants in Minnesota. He noted the proposed Ordinance will address many of these issues – preventing non-renewal without cause and giving tenants time to solve the problem when there are eviction threats, and to seek legal advice to protect their interests.

Mr. Spaid stated there are tenant protections under State law, but they fall short of providing solutions and do not help tenants as much as they should. He added tenant protections are extremely important especially now that Covid restrictions are being lifted.

Madeleine Lerner, Organizing Manager at ACER, thanked the Housing Commission for the opportunity to address this issue. She added the proposed Ordinance is a critical first step in

instituting more comprehensive tenant protections in the City of Brooklyn Center. She noted ACER staff continuously hears these same stories about evictions without notice, no direct contact from landlords, and insufficient notice period for eviction or non-renewal.

Commissioner Zarita Hester stated she fully supports the Ordinance as there should be protection for renters, because there is protection for landlords. She asked whether the Ordinance addresses non-renewal of a lease if the property changes hands. She asked whether the Ordinance addresses leases that are reduced to month-to-month leases.

Mr. Anderson stated there is an existing Ordinance on the books adopted 2 years ago that has a notification requirement of 120 days before the landlord can make any changes to a lease.

Mr. Anderson stated the issue of month-to-month leases is not addressed and could be reviewed in a different revision of this Ordinance, and a future policy change.

A resident asked whether there must be a specific cause for a landlord to change to a month-to-month lease. He added landlords are using month-to-month leases as a form of retaliation.

Mr. Anderson stated just cause for non-renewals is included as a requirement in the Ordinance. The proposed Ordinance will make it more enforceable.

Marie Vincent stated she has lived in Georgetown for 2 years. The lease renewal and eviction issues are very serious, and reasons for eviction should be revealed to the tenant. One neighbor stated that she could not go to the office and speak her mind because she was afraid of being evicted. Brooklyn Center should be a free place for people to live and speak their minds, but they are not able to do so at Georgetown. She asked for the Commission's help with these issues.

Chair Goodell stated the proposed Ordinance includes a limited list of items that could be a reason for eviction or non-renewal of lease, but notice needs to be given to the resident, and there must be facts to support it.

Tally asked if the agreement could include information about when cars are going to be towed in Georgetown. She asked whether the City has anything in place for people with a low credit score to help them get a home, so they don't have to go through this anymore.

Chair Goodell stated he is unsure about the towing regulations at Georgetown. He added the proposed Ordinance being reviewed tonight does not address towing in particular.

Mr. Anderson agreed, adding further discussions can be initiated with the City Attorney for this issue under future Ordinances, regarding regulations and enforcement.

Mr. Anderson stated the City of Brooklyn Center has a down payment assistance program that provides up to \$10,000 assistance for current Brooklyn Center renters who want to buy a home in Brooklyn Center.

Chair Goodell agreed to post a link for the down payment assistance program in the chat function.

A resident asked what the Commission is doing to support townhomes and rental complexes as homes that people live in. He added people should not have their cars towed. He asked whether the Commission plans to do something to see how people are living.

Chair Goodell stated he understands the resident is interested in having the Commission or City do a survey of rental properties to find out what conditions tenants are living in, and what their lives are like. He added there are concerns about towing. He noted the proposed Ordinance is related to evictions and just causes for lease changes, but there are many other areas that the City is looking at and these items can be included.

Chair Goodell stated the Housing Commission is a volunteer board that makes recommendations to the City Council, with input from City Staff. He added the City will continue to look into these issues and he appreciates everyone sharing their stories and concerns.

Eric Hauge, HOME Line, stated his organization has provided suggestions and recommendations regarding policies for immediate response to the end of the eviction moratorium. He added his organization hears about these kinds of issues regularly, and there has been inadequate response from the State legislature to address tenant and landlord issues. He noted HOME Line is committed to working with the City of Brooklyn Center to address these issues, recognizing that the majority of tenant/landlord law is at the State level, but cities like Brooklyn Center are taking important roles in regulating the businesses that operate in their City.

Community Development Director Meg Beekman stated the City began a Housing Study in January 2021. An Advisory Council was formed, and the City contracted with CURA and Research in Action to provide quantitative and qualitative analysis regarding housing stock and housing gaps. The Advisory Council, made up of residents, will provide recommendations focused on housing needs in the community, including anti-displacement and tenant protections, as well as housing choice and diversity. The recommendations of the Advisory Council are expected to be received by the City Council early in 2022. These recommendations will form the basis of City-wide Housing Policy Action Plan.

Ms. Beekman stated tenant protection issues are important and extremely urgent, and some housing topics have been tabled until the Housing Study is completed, to form recommendations and implement solutions, so tenant protections can move forward more rapidly. She added City Staff have met with tenants of Georgetown multiple times, as well as ACER and HOME Line, to identify a broad collection of regulations pertaining to tenant protections, and to address concerns that have been voiced this evening, including repairs and maintenance, towing policies, and safety and security.

Ms. Beekman stated, as part of this review, the City has looked at how other cities, particularly St. Paul, have addressed these issues. The City of St. Paul adopted a broad tenant protection Ordinance last year, which covers many of the provisions proposed in the draft Ordinance, including non-renewal without just cause. St. Paul was promptly faced with a lawsuit brought by landlords, and the city rescinded the Ordinance due to an injunction. This situation has been part of the City of Brooklyn Center's consideration and discussions, and the provisions addressed in

the proposed Ordinance that is being reviewed tonight address urgent anti-placement concerns driven by the ending of the eviction moratorium.

Ms. Beekman stated there will be many more discussions, and City Staff will continue to work with residents and community organizations. She added she wants to underscore that the City Council takes these issues very seriously and they have directed City Staff to focus on actively pursuing solutions.

Chair Goodell stated, to underscore the urgency of the situation, the eviction moratorium ended on October 12, 2021.

Sam Spaid, HOME Line, stated most protections ended October 12, but there is still protection for tenants who are behind on rent but have already applied for financial assistance through Rent Help. He added protection for tenants with pending applications is extended through June 2022.

Meg Beekman stated these issues are not unique to Brooklyn Center. She added it has been a failing of the State legislature to leave cities to deal with these concerns. She noted no other cities have adopted a non-renewal without just cause Ordinance, and this is new territory, so the City wanted to be fairly cautious about how it is brought forward to address concerns within the authority of the City.

Mr. Hauge stressed the importance of understanding that there is nothing that automatically stops an eviction from happening, which is why this Ordinance is so critically important. He added housing instability can happen even when there are protections in place. He expressed his agreement with Ms. Beekman that this is a unique and important protection that no other city in Minnesota has ever done and that the State of Minnesota has not provided support in these areas.

Chair Goodell requested feedback from the Commissioners.

Lovetee asked how strong the Commission is in its relationship with the City. She added the Commissioners have said they are a group of volunteers. She asked how much influence the Commission has over the City. She asked whether the City could have a meeting with landlords and tenants, to create a safe environment for renters and keep people safe in their homes. She added she wants the City to create an atmosphere in which landlords and tenants can be friendly and cooperative, so that non-renewals and evictions will stop. She noted she has lived in Brooklyn Park and Crystal where meetings were held with landlords to evaluate leases.

Chair Goodell stated the Housing Commission is an advisory body comprised of citizens of Brooklyn Center, whose job it is to review issues related to housing and provide recommendations to the City Council. He added the Commission will provide a recommendation to the City Council regarding this Ordinance, and that will be part of their consideration, but the Commission does not pass Ordinances. He noted there have been questions in the past about improving relationships between landlords and tenants.

Ms. Beekman stated the State law related to landlord/tenant relations is vague and untested, and what cities can and cannot do has not been addressed in State statute. She added some cities are

considering measures, including Minneapolis, which is looking into a Charter amendment via referendum that would circumvent State statute with regard to addressing these issues. She noted it is difficult to regulate mutual respect and common decency in landlord/tenant interactions, especially when there are underlying factors, although many landlords and property owners have positive relationships with their tenants.

Ms. Beekman stated City Staff is exploring ways to clarify expectations for how residents should be treated, and what regulations are within the City's authority to impose. She added the City does not regulate private contracts but has some leverage with rental housing licensing. She noted Type 3 and Type 4 rental license properties are required to enter into a mitigation plan, which includes demonstrating communication with tenants.

Commissioner Oman stated the Ordinance should be passed as soon as possible, as it is well-written and concise, and addresses concerns raised by the community.

There was a motion by Commissioner Oman and seconded by Commissioner Hester to recommend City Council approval of the Tenant Protection Ordinance. The motion passed.

Chair Goodell stated he supports expediting this Ordinance as much as possible.

Commissioner Donnelly asked whether the lawsuit regarding the St. Paul Ordinance affects this Ordinance in any way, and whether the City should be concerned about lawsuits.

Ms. Beekman stated the City Attorney's office drafted the proposed Ordinance and followed the proceedings in St. Paul very closely, although no decisions were made in that case.

Mr. Spaid stated the proposed Ordinance is quite different from St. Paul's Ordinance, as it focuses on two items – notice for non-renewal and evictions. He added there is always a risk for a lawsuit in this arena, but this Ordinance is taking a more targeted approach toward anti-displacement.

Chair Goodell thanked everyone for their input, and for sharing their stories and concerns. He added it has been very moving and he appreciates all the comments. He noted the issue of tenant rights and protections is of primary concern to the City Council and Commissions, and there will be many more discussions on this issue.

A resident thanked the Housing Commission for listening to them and expressed her appreciation for everything the City is trying to do for them.

Another resident thanked the Housing Commission for listening. She added she is overwhelmed and hopeful that things will work out. She added the Commission and City Staff explained things well, and she hopes that the City will move as fast as possible so change can come, and they can be happy in their homes.

Lovetee requested a recap of the timetable for the Ordinance. Mr. Anderson stated the first reading of the proposed Ordinance will be at the City Council's November 8, 2021 meeting, at which they will call for a second reading and public hearing, to be held at the City Council's December 13,

2021 meeting. He noted the earliest the proposed Ordinance would go into effect would be mid-January 2022.

NEW NEIGHBOR WELCOME PROGRAM

Chair Goodell stated there have been two deliveries of New Neighbor welcome bags since the Housing Commission's last meeting, and they covered approximately 100 homes. He added there are 139 homes left on the list, and he would like to suggest a few weekend dates for deliveries. He noted, after the last meeting, he sent out a poll with potential dates, and he can do that again. The Commissioners agreed.

City Council Liaison Kris Lawrence-Anderson requested that she be added to the email distribution list. Chair Goodell agreed.

Chair Goodell thanked Commissioners Oman and Yang for delivering bags with him last time. He thanked Mr. Anderson for putting the welcome bags together.

COUNCIL LIAISON REPORT

City Council Liaison Lawrence-Anderson stated City Staff are updating the City calendar with links to Commission meetings. She requested that the Housing Commission meeting information be sent to City Clerk Barb Suci to be added to the calendar. She added she would like to receive links to the Charter Commission meetings as well.

City Council Liaison Lawrence-Anderson stated the City Council will be finalizing 2022 budgets at their first meeting in December.

City Council Liaison Lawrence-Anderson stated the City is working to secure the safety of residents and City Staff in preparation for the trial of Kim Potter which starts on November 30, 2021.

City Council Liaison Lawrence-Anderson stated she hopes to request a City Council review of the issue of solicitor's licenses in terms of predatory practices. She added this could be related to tenant protections.

Chair Goodell asked whether there has been any movement from the City Council on Commission re-appointments. He stated he received Commissioner Amdahl's resignation recently, so there will be another opening. He added Commissioner Amdahl has been on the Housing Commission since 2008.

City Council Liaison Lawrence-Anderson stated that is very sad, and she will reach out to Commissioner Amdahl.

City Council Liaison Lawrence-Anderson stated the City Council reviewed several applications at our their meeting, and additional appointments will be reviewed at the next meeting in November.

Chair Goodell asked whether that will include re-appointments for Commissioners whose terms have expired. City Council Liaison Lawrence-Anderson confirmed this.

CHAIRPERSONS REPORT

Chair Goodell expressed his appreciation to the Commissioners at tonight's meeting. He thanked City Staff for their hard work on the proposed Ordinance.

OTHER BUSINESS

There was no other business addressed by the Commission.

ADJOURNMENT

There was a motion by Commissioner Oman and seconded by Commissioner Yang to adjourn the meeting. The motion passed. The Brooklyn Center Housing Commission adjourned at 8:41 p.m.

Chair Goodell

MINUTES OF THE PROCEEDINGS OF THE HOUSING COMMISSION OF THE
CITY OF BROOKLYN CENTER IN THE
COUNTY OF HENNEPIN AND STATE OF MINNESOTA

REGULAR SESSION
FEBRUARY 15, 2022

CALL TO ORDER

The Brooklyn Center Housing Commission was called to order by Chairperson Goodell at 7:00 p.m. The meeting was conducted virtually.

MEETING ATTENDEES

Chair Mark Goodell
Commissioner De'Ja 'Carter
Commissioner Michael Donnelly
Commissioner Zarita Hester
Commissioner Paul Oman

City Staff present: Staff Liaison Jesse Anderson, and City Council Liaison Kris Lawrence-Anderson.

Also present: Adam; Alexander Koenig; Marty McDonough, MHA; Fadumo Mohamed, ACER; Lovetee Polahn.

APPROVAL OF AGENDA

There was a motion by Commissioner Oman and seconded by Commissioner Carter to approve the agenda as submitted. The motion passed.

APPROVAL OF MINUTES

There was a motion by Commissioner Oman and seconded by Commissioner Hester to approve the minutes of the Housing Commission meeting on January 18, 2022. The motion passed.

VICE CHAIR ELECTION

Chair Goodell explained they did not have full attendance at the last meeting, so it was decided to move the election to the February meeting. He noted the role of the Vice Chair is to run the meeting in the case the Chair is unavailable. He added people can nominate themselves or nominate another member of the Commission. Hearing no nominations, Chair Goodell stated the position would remain open for the time being.

UPDATE ON TENANT PROTECTION ORDINANCE PROGRESS

Staff Liaison Jesse Anderson explained the Tenant Protection Ordinance has been presented to the Council a few times. He noted the Ordinance was presented to the Commission and there was a first reading of the Ordinance in November 2021. The City Council met on December 13, 2021, and held the public hearing on this item. There was a lot of public comment at the hearing. After

the public hearing and Council discussion, the vote on the second reading of the ordinance was delayed until January 24, 2022.

Mr. Anderson stated based on direction from the City Council in response to the public hearing, Staff held two meetings with landlords to discuss the proposed ordinance. Then based on the feedback received, and in discussions with both landlords and housing advocates, staff made three modifications to the proposed ordinance. The Council met on February 14, 2022 and requested additional feedback from the Housing Commission.

Mr. Anderson stated there were three changes suggested and presented to the Council on February 14. First, there was an addition of a provision that would require property managers to track and report to the city any non-renewals of leases, and the reason for the action.

Mr. Anderson stated the second change was to reduce the eviction notification period from 30 days to 14 days. The change would match Minneapolis' ordinance and would keep any actions to within a single rent cycle, which was the request of the landlords.

Mr. Anderson added the last change to the Ordinance was to add a provision which would allow landlords the option of either following the non-renewal without just cause requirements in the ordinance or providing a 90-day lease termination notice without needing to give a reason. This would provide options to deal with the examples that property managers raised at the public hearing, but would still allow for a greater notice to renters than the existing 30-day notice period. Mr. Anderson noted there was an added separability and severability statement, which makes the Ordinance stronger legally.

Mr. Anderson stated the first version has a 30-day eviction notice and only just cause non-renewal. The second version, which was the most recent version proposed to the Council, includes a 14-day eviction notice and just case non-renewal or a 90-day notice for non-renewal.

Commissioner Hester asked if the 14-day notice would happen after the grace period landlords tend to give. Mr. Anderson stated the notice depends on the lease. They cannot provide notice of eviction if the tenant is not in violation of the lease. He added if the tenant wanted to avoid an eviction being filed on their record, they would have to leave within 14 days. However, if they went through eviction court, they could continue to live there through the court process.

Commissioner Hester stated she has a concern with landlords who give people a grace period for late rent or for people that have to pay in increments. The Ordinance could change the landlord's flexibility. She added there have been concerns brought by the public that the Ordinance could cause a long-term impact of increasing the rent.

Mr. Anderson stated a landlord could file the notice, be it a 14-day or 30-day notice, but they would not be required to file the eviction paperwork just because they provided the tenant with notice. He added landlords have mentioned they would be less flexible with the proposed eviction notice period.

Commissioner Donnelly asked when an eviction goes on someone's record. If someone is only 14 days late on rent and receives an eviction on their record, it makes it more difficult for them to obtain housing later on. Mr. Anderson stated the effect of an eviction record depends on the type of application they are using. He added the eviction record would make it more difficult for the person to find housing. Commissioner Donnelly explained he doesn't agree with the 14-day eviction notice as that would negatively impact the renter later on.

Chair Goodell stated one of the comments was that 30 days of notice is extreme. He asked what other communities have for eviction notice. Mr. Anderson stated St. Louis Park has a 7-day notice and Minneapolis has a 14-day notice for evictions. No other cities in the State have an eviction notice period. He added Community Development Director Meg Beekman mentioned pending legislation that would require a 14-day notice, but that is early on.

Commissioner Donnelly asked if there is any information about the differing effects on tenants between the 7-day notice in St. Louis Park and the 14-day notice in Minneapolis. Mr. Anderson stated a Councilmember asked for Staff to reach out to Minneapolis for information on the question, but housing advocacy groups would have better information on that as they are the ones working directly with renters.

Commissioner Hester noted her agreement with the 30-day filing notice component because evictions can be difficult to get expunged or wait for the eviction to leave their record after seven years.

Chair Goodell asked the Commission if they were open to hearing feedback from guests. Commissioner Donnelly stated he would like to hear from guests. There were no objections from Council.

Fadumo Mohamed, Housing Organizer with African Career and Education Resource (ACER), explained ACER is a housing advocacy group based in the north suburbs. She asked if they could do a round of introductions to get to know one another better.

Ms. Mohamed stated ACER worked with a Brooklyn Center tenant in 2021 who had an eviction filed against even though she didn't know what she was doing wrong. The idea of the notice period is to give tenants time to fix the issue. If they are unable to fix the issue, a tenant would need to work with an attorney. Landlords have attorneys on retainer, but tenants would need to find an attorney. The Ordinance is meant to protect low income folks, and there are limited housing attorney resources available. Housing advocacy organizations take several weeks for the intake process and being assigned to an attorney. Tenants must also take time off work to attend eviction court hearings. Ms. Mohamed explained the 30-day notice would allow for the tenant to obtain resources to fight the eviction.

Lovetee Polahn explained she is an organizer with Georgetown Apartments. She stated landlords are not doing maintenance work such as carpet. Tenants agree to pay rent if the facilities are being taken care of. Landlords are not doing their part.

Chair Goodell asked Mr. Anderson what action tenants can take if landlords are not maintaining their facilities. Mr. Anderson stated the City has a Code they enforce for rental properties. Carpet issues can be addressed through Code enforcement only if the carpet is a tripping hazard. He added City Staff have conversed with landlords regarding low interest loans to dedicate affordable units in a property.

Chair Goodell stated renters can contact the City if they have concerns. City Council Liaison Lawrence-Anderson put a phone number into the chat feature for the City.

Chair Goodell asked how long it takes for the City to respond to reports. Mr. Anderson stated they can have inspectors at a property within a day or two. If an inspector finds a violation, they would notify the landlord of the changes that need to be made. If the landlord does not address the changes, then the City would cite the landlord. Mr. Anderson noted it usually does not get to the point of citation. He added rental properties are inspected before licensing.

Chair Goodell added some tenants have expressed concerns about retaliation through non-renewals. Mr. Anderson stated landlords have noted there are anti-retaliation policies in place that prohibit them from non-renewals as a form of retaliation. However, landlords currently don't need to provide a reason for non-renewal. Therefore, the landlords are not retaliating in the eyes of the law.

Ms. Mohamed stated the tenants she work with support the first draft of the Ordinance with the 30-day notice and just cause for non-renewals. It is easy for landlords to hide behind non-renewals currently. If landlords have concrete evidence for wrongdoing, then they go the route of eviction.

Chair Goodell stated landlords have commented the just cause non-renewal requirement would prevent them from getting rid of bad tenants. He asked if anyone on the call has had the experience of a tenant moving out due to bad neighbors.

Commissioner Hester stated she works in housing. She has not worked with tenants that have moved due to bad neighbors, but she has worked with landlords that have to file a lot of paperwork due to the population. There is an addendum to leases that require no drugs or criminal activity in rental units. Commissioner Hester stated if landlords are concerned about removing problematic tenants, then they could add an addendum for tenants to sign.

Commissioner Hester noted one landlord stated people have moved out of their properties because of one nuisance neighbor. Being an annoying neighbor is not a viable excuse to push back on the Ordinance so much.

Mr. Anderson stated one landlord gave an example of a tenant smoking marijuana. A neighbor moved out due to the smell, but the landlord was unable to remove the tenant who may have been smoking marijuana.

Commissioner Hester explained someone could be using marijuana for medical practices and removing someone for medical marijuana use would be discriminatory. Landlords are just trying

to keep loopholes in place to benefit themselves. Renters are able to move if they do not like who they live next to.

Commissioner Donnelly stated he did a quick google search, and an eviction notification would not count against a renter in the future.

City Council Liaison Lawrence-Anderson stated the Council had a very lengthy discussion and she wanted the item to go to the Housing Commission for review. She stated they need buy-in from landlords and from tenants, so they need to compromise to create an Ordinance that almost everyone can agree on.

City Council Liaison Lawrence-Anderson noted she is worried about the unintended consequences and long-term effects of the Ordinance. They want to make sure they have a livable City while maintaining housing stock. St. Paul was sued for their ordinance, but the Brooklyn Center City Attorney has worked to remedy some of the issues St. Paul had in their ordinance. If there isn't a compromise, the Ordinance will go to court. No one wants an eviction to happen.

City Council Liaison Lawrence-Anderson stated that non-renewal is the only option for landlords besides evictions. The second draft of the Ordinance would allow landlords to have the option of 90-day lease termination notice without needing to give a reason or to do a just cause non-renewal. The 14-day notice in question is not a 14-day notice for the person to move out.

City Council Liaison Lawrence-Anderson stated she would have liked all parties to be present at the November 2021 meeting, similar to the meeting held in January 2022 because the meeting was very informative. She noted the area of just cause notification is where people are hung up, but the Council wants the best outcome for everyone.

City Council Liaison Lawrence-Anderson added she is concerned the proposed Ordinance will not address the concerns expressed by the tenants. They need to consider what the City can and cannot do and make sure the City doesn't take over the role of landlord.

Ms. Polahn stated they staged a protest last year. The tenants had their cars broken into, and they requested security cameras from the landlord. Right after the protest, two tenants were evicted. She explained she has always paid her rent on time, but she is still facing retaliation. She asked how landlords can distinguish between problematic and non-problematic tenants.

Chair Goodell clarified the first Ordinance requires a just cause for non-renewal, while the second Ordinance allows for a just cause non-renewal or for a 90-day eviction notification. Therefore, attending a protest would not be a reason for a just cause. Ms. Polahn thanked Chair Goodell for the clarification.

Ms. Mohamed stated housing advocates are working to balance power. The fair thing to do would be to give renters protection. Home is more than four walls; it is where people do life. Some people view rentals as a way to make money while others view it as a foundation of their lives.

Ms. Mohamed added landlords are business owners. It is their job to attend meetings relevant to conducting their business. It is not fair to punish renters because landlords fail to attend meetings. It is not the role of the Council to ensure landlords attend certain meetings.

Ms. Mohamed stated there are low vacancy rates, and it will take several years for the vacancy rates to level out. Housing instability leads to community instability. The entire community has a stake in the matter.

Marty McDonough introduced himself as Director of Government Affairs for the Minnesota Multi Housing Association (MHA). He stated the Council meeting happened just last night, so Ms. Mohamed was not being fair to landlords with her comments. He added the item was on the Council's agenda before landlords knew it was happening, so advocacy groups are behind when they are forced to respond to an ordinance.

Mr. McDonough explained MHA has been trying to work with the Council. In short, a lease is a legal document. Tenants know the rules of the lease when they sign a lease. Currently, if a renter is late on their rent, the landlord reaches out on the third day or so to check in. After a couple of weeks of non-payment, the landlord will check in again. Forcing a 14-day or 30-day eviction notice period will push landlords to require the rent is due on the first day of the month and not have as much flexibility. From there, the landlord is in the position to file the 14-day or 30-day notice on the second day of the month. Filing the notification will create unnecessary stress in landlord to tenant relationships. Mr. McDonough stated it should be no surprise to tenants for being evicted for not paying their rent.

Mr. McDonough added the current law states that non-renewal is the same time period for the tenant and the landlord. A landlord has to give 60 or 30 days' notice if they are not going to renew the lease. A tenant has the same requirement if they are not going to renew the lease. It has been that way for a long time. There are times when a tenant may not be a good match for the property and may be receiving complaints from neighbors. Good neighbors are the ones that would have to suffer the effects of the bad neighbors.

Mr. McDonough stated he believes they should start the process over. At the Council meeting, it appeared the Mayor and Councilmembers disliked both drafts of the Ordinance. The stakeholders should all get together to create something more people support.

Chair Goodell added they had a discussion on the matter back in November and had community comment at the Housing Commission meeting at that time, so it is not a new topic for the Housing Commission to address.

Commissioner Hester thanked Mr. McDonough for his comments. If the Ordinance goes into effect and the landlords change their practices, it is their choice. Landlords can continue to function the same way. The Ordinance is a protection for renters with landlords who do not do their jobs. There are plenty of landlords doing their jobs. The Ordinance gives a baseline for new landlords on how to function as a good landlord.

Commissioner Hester stated a renter is still a tenant until they move out. The should still be treated with respect by all parties while they remain a tenant. She explained she is pro-tenant, but that does not mean she is anti-landlord. She added giving landlords the wiggle room to choose the option of a 90-day eviction notice without cause does not hold landlords accountable.

Mr. McDonough stated a 90-day non-renewal notice would be the last 90 days of the lease. A non-renewal only occurs at the end of a leasing period, and it is a business decision. The notice periods would cause the landlords to be out of even more rent money, which may be required for the landlords to afford mortgages.

Commissioner Hester stated there may need to be another conversation about ways to help cover the expense of the landlords if they do not receive the money owed to them. Mr. McDonough noted his agreement with Commissioner Hester's comment.

Ms. Mohamed stated City Council Liaison Lawrence-Anderson's comments about not swaying too far one way or another comes with the assumption that there is currently a fair balance. There is a power imbalance, and tenants have very little if any negotiating power with the current market. The Ordinance allows for landlords to remove bad tenants within the confines of the law.

Commissioner Donnelly stated he would like more information on what reasons for just cause could be. He added even 90 days may not be enough time for a tenant to find another affordable housing unit. He asked for response on each of his comments.

Mr. Anderson showed a slide with a list of just cause reasons. The reasons include non-payment of rent, material non-compliance, tenant non-renewal, occupancy by property owner of family member, building demolishing or conversion, rehabilitation or renovation, completing with a government order to vacate, and occupancy conditioned on employment.

Commissioner Donnelly asked for further explanation of the material non-compliance just cause. Mr. Anderson stated any violation of the lease would be an example of material non-compliance. Potential forms of material non-compliance could be having a pet against the rules or property damage.

Commissioner Donnelly asked what the differences would be for a landlord between a 90-day notice and a 30-day notice. Mr. McDonough stated behaviors are not covered on the list of just causes. Having large parties, smoking, or propping open doors are things that bother neighbors that would not be covered for the just cause non-renewal.

Mr. McDonough stated the goal of the MHA is making property ownership a profession and keeping landlords out of trouble. He noted Brooklyn Center has good tenants in the community. In most situations, the landlord doesn't have to give a reason for non-renewal just as the tenant doesn't have to give a reason for non-renewal. He explained there was a circumstance where a tenant took pictures of children at the facility's pool. It is not against the rules of his lease, so the just cause list would mean the landlord couldn't do anything to protect the children. St. Paul's tenant protection ordinance was rescinded after being ruled unjust by a federal judge. Ultimately, the just cause requirement will tie the hands of landlords from addressing behavioral issues.

Commissioner Donnelly asked what effects the 60-day notice would have in comparison to a 90-day notice. Mr. McDonough stated the MHA uses a the 60-day notice option in their leases. Even if a staff member were harassed, they would have to continue dealing with the tenant for the entirety of the notice period.

Mr. McDonough added landlords do not issue non-renewals for good tenants. Chair Goodell stated people are worried about retaliation for protesting living conditions or landlords not maintaining the facilities. He asked if Mr. McDonough can understand that. Mr. McDonough stated he can understand that, but it is against the law for landlords to retaliate. Chair Goodell stated renters cannot prove retaliation if there is no reason for a non-renewal. Mr. McDonough stated renters can claim anything is retaliation. There are times when a renter is not a good fit for a property, and both the property owner and the tenant should have a right to act on that poor fit.

Commissioner Carter noted her agreement with Mr. McDonough. There are times when a tenant may have poor attitudes or other issues that make them a poor fit for the living situation. She added 60 days is enough time for someone to find a new place to live. If a tenant is having issues with a landlord, they would not want to continue living there.

Commissioner Hester stated she has no criminal background, a full-time job, and a decent credit score. However, it took her six months to find somewhere to live even before the pandemic. Having worked in housing, she has never been able to house someone within a month, but she may be able to house someone within three months if they are lucky.

Commissioner Hester stated taking photos of children on private property, that is a safety concern, and there should be something in the lease that should speak to that. If someone is causing harm to other tenants, that should be addressed in the lease.

Ms. Mohamed stated just cause non-renewals has been approved by the United States Supreme Court, so it has judicial backing. The St. Paul ordinance covered a variety of items, so it is speculation to say the just cause portion caused it to be overturned.

Ms. Mohamed added it is a good question to ask why a tenant would want to live somewhere where they have a problem with their landlord. She explained people live in certain places because of the communities, school districts, proximity to amenities, or other considerations. Moving a child to a new school district has long-term negative effects on the youth and the overall community.

Commissioner Oman stated the 14-day notice is more than enough time for an eviction notification, and they are never going to find a solution that everyone likes. He added that the issue of landlords losing money is disingenuous because almost all leases require first and last month's rent to be paid in advance.

Commissioner Carter stated not every landlord requires first and last months of rent. Commissioner Oman stated the landlord does have the option to require first and last months of rent in the lease if they choose to protect themselves in that way. Commissioner Carter stated if a

landlord does not require first month's rent, the last month's rent, and a security deposit, it is better for the tenant. There aren't many tenants who can afford to pay all of those expenses at one time.

Chair Goodell asked if there is a requirement for a 30-day or 60-day non-renewal notice in leases or if that is a choice made by the landlords in their writing of the lease. Mr. McDonough stated the only requirement is that both the tenant and the landlord have the opportunity to not renew.

Commissioner Donnelly noted his agreement with Commissioner Carter that collecting first month's rent and last month's rent does not guarantee the landlord will not lose money. Landlords may lose multiple months of rent in the process of removing a tenant, especially if the property owner is more flexible with the timeline of a tenant paying their rent.

Chair Goodell noted his agreement with Commissioner Donnelly about losing money as a landlord. Chair Goodell noted he is a part-time landlord, and losing money is the cost of being a landlord. The Commission needs to balance the needs of the renters and the property owners. From the perspective of a landlord, they would want very little regulation. On the other side, the renter would like as much regulation as possible. Ultimately, the Ordinance needs to balance those two perspectives.

Commissioner Donnelly stated he agreed with the comments of Chair Goodell. Being a business owner comes with risk, and they must be prepared for unprecedented circumstances with a financial cushion.

Chair Goodell stated the Council is looking for feedback and a recommendation from the Housing Commission about the two versions of the Ordinance. He asked Mr. Anderson what the concerns of the Council were.

Mr. Anderson stated there were questions from multiple Councilmembers regarding the success of the tenant protections in Minneapolis and other items. The Mayor seemed to prefer the first version of the Ordinance. Councilmembers have asked for more data and more discussion on the matter.

Chair Goodell noted the original version of the Ordinance was recommended by the Housing Commission previously. Mr. Anderson confirmed the original version of the Ordinance was recommended by the Housing Commission previously. He added the Council is open to recommendations beyond the two options that have already been presented to them.

Commissioner Hester stated she can appreciate the option for a 14-day eviction notice, but not without a just cause non-renewal requirement. The 14-day notice doesn't go on the record, but it provides them the opportunity to resolve any issues with the landlord.

Commissioner Donnelly noted his agreement with Commissioner Hester. He explained he would like to find a compromise between the two versions, but he does not have a specific preference either way. Commissioner Donnelly added he would like to hear from a landlord and a housing advocate as to which of the portions of the versions are most important.

Ms. Mohamed stated both portions of the Ordinance are important. Ms. Polahn agreed with Ms. Mohamed. Ms. Mohamed added the notice and the just cause components are bare bones of tenant protections.

City Council Liaison Lawrence-Anderson pointed out the 30 days and the 14 days refer to pre-eviction notices. Chair Goodell asked City Council Liaison Lawrence-Anderson to outline the process. City Council Liaison Lawrence-Anderson stated she does not understand the entirety of the process.

City Council Liaison Lawrence-Anderson noted the purpose of the non-renewal currently is to avoid the eviction process. Landlords have expressed concerns that evictions would increase with a just cause non-renewal requirement. The 14-day notice and the 30-day notice would allow for a grace period to resolve concerns before an eviction were to be filed.

City Council Liaison Lawrence-Anderson stated she was in the room with HOMELine, ACER, and other tenant advocacy groups at two meetings. At the December Council meeting, she suggested they get all affected parties in the room together to discuss the Ordinance. From there, MHA, Minneapolis Realtors, and various Brooklyn Center landlords joined the discussion. The landlords have said they want to make the Ordinance work, but they do not want the end result to be more harmful.

City Council Liaison Lawrence-Anderson added there may be a third meeting incorporating all of the parties. It was her hope for that meeting to happen before presenting the Ordinance to the Council for a second time.

Commissioner Oman stated the second version is a good compromise between the interested parties.

Commissioner Hester noted she has concern about the language surrounding the 90-day non-renewal without just cause as that is too much of an open arena for landlords. Chair Goodell asked if she had an idea of a better time period for the non-renewal without just cause. Commissioner Hester stated they could do something close to 60 days, but she didn't have a specific timeline in mind. She explained landlords can use the non-renewal without just cause to get rid of tenants, and the language did not sit well with her.

Ms. Polahn stated when laws are made, it may affect people positively or negatively. Poor people are the ones who are more likely to be negatively impacted. Many landlords don't live in the community, and they aren't familiar with the suffering they experience. Just cause non-renewal would be fair for tenants.

Ms. Mohamed explained the last meeting with landlords was very eye-opening for her. Landlords see property as a source of income rather than a life-or-death situation. Housing is crucially connected to health. One landlord said they put all of their tenants on a 60-day lease regardless of their history, which is an example of predatory behavior by landlords. The two portions of the Ordinance being asked for by tenants and housing advocates is a bare minimum to provide stability to renters.

Chair Goodell stated he has heard that the Housing Commission feels an ordinance is important. Commissioners Oman, Donnelly, and Hester stated they agree an ordinance is important. Chair Goodell added he is hearing there is not a consensus between the two options. Commissioners Oman, Donnelly, and Hester noted their agreement with that statement.

Chair Goodell asked if there was consensus for the 14-day or 30-day pre-eviction notification. Commissioner Hester stated she would be okay with the 14-day pre-eviction notification, but she would prefer the 30-day pre-eviction notification.

Commissioner Oman stated he would support the 30-day pre-eviction notification, but he could be okay with the 14-day pre-eviction notification.

Commissioner Donnelly noted they need to find a compromise, and the pre-eviction notification seems easier to compromise on than the other portion of the Ordinance. Therefore, it would be a good compromise to allow for a 14-day pre-eviction notification rather than a 30-day eviction notification.

Commissioner Oman stated a concern he has heard with the 90-day non-renewal just cause requirement is already built into some leases so that both the landlord and the tenant would have the ability to not renew the lease with the same amount of time. If they require the 90-day non-renewal just cause portion of the Ordinance, they would take away that portion of the lease agreements. That is likely why the compromise was suggested, and it is reasonable.

Chair Goodell stated the first proposal requires a just cause for all non-renewals, and the second proposed draft gives landlords the options of a just cause for a non-renewal or a 90-day notice for non-renewals without cause. He asked if that is a correct summary. Mr. Anderson confirmed Chair Goodell's summary was correct. He added the first proposal would require a 30-day pre-eviction notice, and the second proposal would require a 14-day pre-eviction notice.

Chair Goodell stated the lease can determine the notification for either side to choose not to renew the lease. If they pass the Ordinance to give landlords the options of a just cause for a non-renewal or a 90-day notice for non-renewals without cause, then there would be an imbalance for the landlords to provide longer notice than the tenants.

Chair Goodell stated people have said they would prefer the 30-day eviction notification, but they would accept the 14-day pre-eviction notification as a point of compromise. He asked for comments regarding the just cause portion of the Ordinance.

Commissioner Oman stated having 90 days of notice for a non-renewal without cause is a reasonable compromise. Commissioner Hester stated having 90 days of notice for a non-renewal without cause is not agreeable because there should be a reason for the landlord to not renew the lease.

Chair Goodell noted his agreement with Commissioner Hester considering the current housing climate. He asked if Commissioner Carter or Commissioner Donnelly had any additional comments.

Commissioner Carter stated she would prefer the second version of the Ordinance where the landlords have the option of a just cause for a non-renewal or a 90-day notice for non-renewals without cause.

Commissioner Donnelly added 90 days doesn't seem to be enough time because of the limited housing options.

Chair Goodell summarized the Housing Commission agrees there is a need for the ordinance, the Commission favors the 30-day pre-eviction notification but can compromise with the 14-day pre-eviction notification, and the Commission is split on the just cause provision.

Commissioner Donnelly pointed out they had not discussed the provision requiring the tracking of data related to evictions and non-renewals. Commissioner Hester stated the data needs to be tracked.

Commissioner Oman explained he has not heard any concerns about the data collection provision, so it is a reasonable portion of the Ordinance. Chair Goodell noted his agreement with the comments of other Commissioners.

Mr. Anderson read the portion of the Ordinance related to data collection requirements. He explained the landlords do not have to report the data to the City unless requested. Chair Goodell asked if the City asks landlords for any metrics regularly. Mr. Anderson stated the City requests rent rolls occasionally, but not regularly otherwise.

Chair Goodell thanked Commissioner Donnelly for mentioning the data collection portion of the Ordinance. He stated the consensus of the Commission is in favor of the data collection portion of the Ordinance.

Commissioner Hester moved and Commissioner Oman seconded to provide feedback to the City Council that the Housing Commission agrees there is a need for a tenant protection ordinance, favors the 30-day pre-eviction notification but can compromise with the 14-day pre-eviction notification, is split on the just cause non-renewal provision, and supports the data collection provision. The motion passed.

Chair Goodell thanked the Commissioners and the community members for their thoughtful discussion and comments regarding the Ordinance.

UPDATE ON CDGB PROGRAMS

Mr. Anderson stated the City Council reviews the allocation of the 2022 Community Development Block Grant (CDGB) funds. There is \$258,000 available in the fund for 2022. In previous years, the City has allocated approximately \$100,000 to Down Payment Assistance Program and the remaining \$158,000 towards the Hennepin County Home Rehab Program. In 2021, they had four

loans close through the Down Payment Assistance Program.

Mr. Anderson explained the down payment assistance program is not very productive as there are very few homes available in the City and it is a complicated process to get the loan. There is still around \$215,000 in the down payment assistance fund.

Mr. Anderson noted the Council recommended the 2022 CDGB funds be used entirely for the Hennepin County Home Rehab Program and for the \$215,000 to be retained for the Down Payment Assistance Program. There is a contingency that the funds may be reallocated based on the outcome of the housing study.

Mr. Anderson explained the Hennepin County Home Rehab Program is a forgivable loan for low-income homeowners to improve their homes. The Down Payment Assistance Program offers \$10,000 for the purchase of the home and is forgiven after ten years.

Chair Goodell noted the housing stock availability is not something the City can control. He asked if the City can do anything to make the application process less onerous. Mr. Anderson stated the City has partnered with the Center for Energy and Environment (CEE), which is the agency that processes the applications and PRG, which is an organization that helps people on the path towards home ownership. PRG helps folks prepare to own a house and CEE helps with the application.

Chair Goodell asked how the City is advertising the programs. Mr. Anderson stated a mail flyer was sent out to every tenant in the City and reached out to businesses to encourage employees to consider the program. They also sent it to schools in the hopes they would send the information home with students for their parents. Because of those efforts, PRG saw a 34% increase in calls from Brooklyn Center. Mr. Anderson added they had two loans close through the Down Payment Assistance Program in January 2022.

COUNCIL LIAISON REPORT

City Council Liaison Lawrence-Anderson asked if they wanted a report from her due to the late hour. Chair Goodell stated City Council Liaison Lawrence-Anderson could share anything she thought was important.

City Council Liaison Lawrence-Anderson stated the Tenant Protection Ordinance has been a focus of the Council's. She added the Implementation Committee process is underway, and the Council will receive Committee recommendations at the next meeting. She stated they should fill the existing Commissions and address those who have been serving with expired terms before selecting the Implementation Committee. The Council has been negligent in making those appointments, and they need to take care of the existing business first.

Chair Goodell thanked City Council Liaison Lawrence-Anderson for her report.

CHAIRPERSONS REPORT

Chair Goodell thanked Commissioners who have been able to attend the additional meetings and their efforts.

OTHER BUSINESS

City Council Liaison Lawrence-Anderson thanked the Commission for their thorough discussion and the time they have spent serving the Housing Commission.

ADJOURNMENT

There was a motion by Commissioner Oman and seconded by Commissioner Donnelly to adjourn the meeting. The motion passed. The Brooklyn Center Housing Commission adjourned at 9:07 p.m.

Chair Goodell

Tenant / Landlord Tenant Protection Meeting Recap

January 12, 2022

There were a total of 25 participants, 3 city staff, city attorney, and 2 council members.

Staff provided a brief overview the current tenant protection ordinance stating that it applies to the transfer of ownership.

Staff provided a brief recap of the concerns that were brought up at the ARM meeting. Those concerns were:

- What is the definition of affordable housing, needed some clarification about affordable.
- The city getting involved with a private contract between landlord and tenant, city getting involved with contract law.
- Landlords calling the police for service would impact their license type.
- If landlords are required to give a 30 day notice it would further delay their rent collection and could take as long as 90 days to get the unit back.
- There were questions about the data used to come up with the ordinance.
- State statutes give tenants' rights such retaliation protection and tenant remedies act in the event that the repairs are not being done.
- Possible compromise such as shortening the 30 day notice to 14 days and replacing just cause non-renewal with a notice period for just cause.

Staff provided an explained the 30 day eviction notice. Minneapolis give a 14 day and St. Louis Park's is 7 days. Staff cited that the city is open for a discussion.

The concern regarding the 30 day windows is that it is too long to resolve the issue and would push it into another month of the tenant potentially being late again on rent. Landlords often work with tenants on resolving the matter and requiring a 30 day notice would mean that a notice would be given on the 2nd day requiring eviction which may cause tenants to panic and break down the communication between landlord and tenant.

The most common issues that cause late rent is car breakdown or medical bill. If the notice is 30 days, most landlords isn't willing to do a payment plan beyond 30 days.

Staff gave an example of issuing a code violation notice. Staff stated the notice is not a citation but the notice states the amount of time given and also includes language about an abatement or a citation. Once a payment plan is entered into and the tenant breaks that agreement, a Hennepin county judge will throw the case out and would require a new notice.

The citation doesn't pay the mortgage and a tenant who doesn't pay impacts the landlord's mortgage. Pushing the rent back 30 days would compound the amount of rent due making it more difficult for them to pay.

Sam from Homeline stated that landlords who make payment arrangements and could extend for 30-60 and if the tenant defaults the arrangement could be held up in court.

If the notice is sent with language stating that the tenant is behind on rent, and rent isn't paid, another notice will be sent. The tenant would be behind on rent and before housing court, landlords have bent over backwards to assist landlords. Many landlords reach out and willing to work something out.

A notice that states Eviction will cause a lot of stress, notices for noise violations already cause a lot of stress, and a notice stating eviction will further cause stress. Tenants don't know that they can call the office to work out plan on how to pay the rent owed.

If a notice is not given to tenants and do not get a heads up they might not know that there is issue. A suggestion was about crafting the notice so it is not threatening or intimidating. Regardless of the language in the notice, the 30 day requirement would still mean the notice is given on day 2.

A concern about criminal would delay an eviction if a 30 day notice is required. It was stated that criminal activity is exempt from the ordinance and there are state statutes that would allow for expedited eviction.

Another concern was about the different rules that each city has in implementing tenant protection laws. Staff stated that landlords should lobby MN Multi-Housing to lobby the legislature to pass laws that would be implemented state wide.

Evictions take a long time and often times that tenants leave and landlords are not able to collect on the back rent. If there are a few bad landlords only, why implement ordinance that impact the entire rental property in the city. Further, the city already has a difficult rental license program and it is only compounding regulation.

The cost of 30 days has impact on single family homes since there small margins on single family rentals and as large investment companies leave and new ones move in, the cost of rent will increase. The payment of rent language is in the lease and staff is willing to work with a date that will work with everyone. It was suggested that the notice is shorted to 7 days. 7 days is not enough time for tenants prepare and the more notice is preferred. Homeline suggested that the 30 day notice does not get changed.

Staff stated that the courts have upheld Minneapolis and St. Louis Park's ordinance so both dates would be acceptable. 30 days would be in conflict with state statute, state statute is 14 days for a tenant to file a rent abatement.

Landlords don't want to file an eviction and have built a relationship with tenants. Using the word eviction ruins the relationship. It was then stated that the relationship is a business relationship and not friendship relationship.

An example of non-renewal just cause is a tenant who smokes marijuana but the landlord cannot evict because there isn't enough evidence which causes good tenants to move out. If the tenants are not willing to testify, there is no way to get rid of the tenant. The only way would be to non-renew the tenant. BC police does not respond to calls for service for marijuana and the current language would require that the tenant is given an opportunity to correct the behavior.

Staff stated that there are real concerns that the city has continued to hear from residents about maintenance and management practice and staff has to balance the interests of everyone.

ARM Meeting Comments

We have 13 people that signed in, however, there were about 20 people that showed up. Emails (where emails were provided) were sent to invite them back for the January 12th meeting. Notes are not in any particular order of discussion. Let me know if there are additions to this that I may have missed.

1. Questions were asked about the use of the word affordable housing and what would be considered affordable housing. It was explained that affordable housing in the context of the ordinance would be the rent amount based at 80% of AMI. The AMI amounts were referenced in the ARM newsletter. It was suggested that the city adopt the state's definition of affordable housing.
2. The owner stated that due to the rent in Brooklyn Center, 80% of AMI would mean all properties in the city are subject to this new ordinance since the rents are not more than the chart.
3. There were concerns about how the city is interfering with contract law since the contract is between a landlord and tenant not with the city. There was a follow up about enforcement. Staff explained that the ordinance would allow tenants to be more proactive and would be able to use the ordinance as a defense in court. The city would not be enforcing the ordinance.
4. A concern expressed if landlords are non-renewing because of police calls, they would need to call the police for service which would ultimately impact their license type. Staff showed the police calls for service chart and explained that not all calls for service would impact their license type.
5. Many owners/landlords/managers expressed that they are already working with tenants on rent issues and the ordinance would inhibit them to work with tenants since they would have to serve a eviction notice after the 1st of them month.
6. A question about the data used for the reason to come up with the non-renewals. Staff explained that the data for non-renewals do not exist however the data for eviction filings, vacancy rates, and housing costs exist which was used to craft the ordinance to prevent further displacement of low income families who lack housing options. Staff also cited the U of MN study which showed the housing issues.
7. There was concern that the city would be creating an ordinance that would be in conflict with state statutes around tenant rights. It was also expressed that retaliation is outlined in state statutes along with rent escrow procedures for repair or other issues.
8. Questions about why staff didn't engage landlords in a conversation sooner and waited till it was about to be approved by city council.
9. Giving tenants a 30 day notice for eviction filing would mean that every tenant that does not pay rent on the 1st will be served a notice of eviction. Tenants would be upset and cause additional work for landlords. It would also further delay actual evictions up to 60 days and landlords would be without rent up to 3 months without rent collection.
10. It would deter landlords from working with tenants, most already do try to work something out if the tenants are behind on rent.
11. The city is allowing tenants who can't pay rent to live rent free and not allowing the landlord to get the tenant out sooner.
12. Retaliation is already a right under MN statute and if a landlord is retaliating, the tenant has rights that they can utilize.
13. If landlord isn't repairing things, the tenant can file a rent escrow which is protected under MN statute as well.

14. This ordinance is protecting bad tenants and allowing them to live in the unit while the good tenants are going to suffer.
15. This is going to drive out good tenants because landlords won't be able to evict bad tenants quickly enough.
16. Just cause eviction would require that the landlords have enough evidence to prove in court which is often difficult to do such as smoking or marijuana smoking.
17. The city should consider looking at St Louis Park's tenant protection ordinance and change it to 7 day notice vs 30 day notice.
18. Comments were made about RentHelpMN and questions were asked if the city is helping with tenants who need it. Staff stated that staff is not doing the technical assistance but referring to partnering agencies such as CEAP and other organizations that assist with application and in-person assistance. RentHelpMN is down to 30 days for 1st time applicants and 2nd time applicants are as long as 5 months.

Member
adoption:

introduced the following resolution and moved its

RESOLUTION NO. 2022-____

CITY OF BROOKLYN CENTER, MINNESOTA

A RESOLUTION APPROVING THE SECOND READING OF AN ORDINANCE
AMENDING CHAPTER 12 OF THE CITY CODE OF ORDINANCES REGARDING
TENANT PROTECTION AND SUMMARY PUBLICATION OF THE ORDINANCE

WHEREAS, the City of Brooklyn Center (“City”) previously amended the City Code to establish certain protections for tenants of affordable housing units and now desires to expand those protections; and

WHEREAS, City staff developed a proposed ordinance titled “An Ordinance Amending Chapter 12 of the City Code of Ordinances Regarding Tenant Protections” (“Ordinance”), which amends Sections 12-201, 12-912D and 12-1401 of the City Code; and

WHEREAS, the City Council discussed this issue at several work sessions and the proposed Ordinance was presented to the City Council to conduct a first reading on November 8, 2021 in accordance with Section 3.04 of the City Charter; and

WHEREAS, the proposed Ordinance was presented to the City Council to conduct a public hearing and a second reading on December 13, 2021 in accordance with Section 3.04 of the City Charter; and

WHEREAS, the City Council continued the second reading from December 13, 2021 to February 28, 2022, and the City Council acted at its meeting on February 28, 2022 to adopt the above-referenced Ordinance; and

WHEREAS, Minnesota Statutes, section 412.191, subdivision 4 allows publication of adopted ordinances by title and summary in the case of lengthy ordinances or those containing maps or charts; and

WHEREAS, the City Council determines publishing the entire text of the Ordinance is not in the best interests of the City as the Ordinance is readily available to the public on the City’s website and by contacting City Hall; and

WHEREAS, the City Council determines the following summary clearly informs the public of the intent of Ordinance and where to obtain a copy of the full text.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Brooklyn Center as follows:

1. A second reading has been conducted and the Ordinance is hereby adopted.

2. The City Clerk is hereby authorized and directed to publish the following notice and summary of the Ordinance, which is hereby approved, once in the City's official newspaper:

City of Brooklyn Center

**AN ORDINANCE AMENDING CHAPTER 12 OF THE CITY
CODE OF ORDINANCES REGARDING TENANT PROTECTION**

Please take notice that the City Council of the City of Brooklyn Center has adopted an ordinance to amend Chapter 12 of the City Code by amending Section 12-912D to expand the protections provided to tenants of affordable housing units. The ordinance establishes new requirements for landlords to provide tenants a notice at least 30 days before filing an eviction action, to provide notice explaining the basis of a just cause nonrenewal of a lease, and to provide for filing a private enforcement action in district court for a violation of the tenant protections under the section, including the seeking of an award of attorney's fees. A copy of the full ordinance is available on the City's website.

3. City staff and consultants are authorized to take such other actions as may be needed to incorporate the Ordinance into the City Code and to otherwise carry out the intent of this Resolution.

February 28, 2022

Date

Mayor

ATTEST: _____
City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member
and upon vote being taken thereon, the following voted in favor thereof:
and the following voted against the same:
whereupon said resolution was declared duly passed and adopted.

MINUTES OF THE PROCEEDINGS OF THE HOUSING COMMISSION OF THE
CITY OF BROOKLYN CENTER IN THE
COUNTY OF HENNEPIN AND STATE OF MINNESOTA

REGULAR SESSION
OCTOBER 21, 2025

CALL TO ORDER

The Brooklyn Center Housing Commission was called to order by Associate Planner and Staff Liaison Krystin Eldridge at 7:03 p.m.

MEETING ATTENDEES

Commissioner Laura Freund
Commissioner Landon Straub (arrived at 7:05 p.m.)
Commissioner Seretha Lee
Commissioner Aniya White
Commissioner Jamal Said

Commissioner Alyssa Kuglin is absent and excused.

Commissioner Natalie O'Connor is absent.

City Staff present: Associate Planner and Staff Liaison Krystin Eldridge, Community Development Director Jesse Anderson, and Housing and Community Standards Supervisor Xiong Thao.

APPROVAL OF AGENDA

There was a motion by Commissioner White and seconded by Commissioner Said to approve the agenda as submitted. The motion passed.

APPROVAL OF MINUTES

There was a motion by Commissioner _____, seconded by Commissioner _____, to approve the minutes of September 16, 2025, as submitted. The motion passed.

NEW COMMISSIONERS INTRODUCTIONS

Ms. Eldridge asked the new Commissioners to introduce themselves.

Commissioner Straub arrived at 7:05 p.m.

Commissioners White and Lee introduced themselves by sharing why they wanted to be on the Commission, how long they have been in Brooklyn Center, and what their interests are.

Commissioners and Staff introduced themselves as well.

NEIGHBORHOOD PACKETS

Ms. Eldridge stated that there were more neighborhood packets, about 80, at the meeting if Commissioners were interested in getting to the rest of the neighborhoods that were talked about in the last meeting. She noted that she also brought the 2026 Housing Commission Meeting Schedule, and if Commissioners had anything specific to talk about or bring to the City Council in the upcoming year, to let her know, and it could get on the schedule. She explained that some of the past people who have come to talk are Mike Vraa, who spoke on new legislation, and ULI, who did a housing study and gave a list of goals.

Commissioner Lee asked about having Mike Vraa come and speak to them. Ms. Eldridge noted that if the Commission is interested, then Mike would be able to come back. Commissioner Lee noted that she was interested.

Community Development Director Jesse Anderson asked if Mike Vraa met with the Commission after the Legislative session in late July or August. Ms. Eldridge stated that it was at the beginning of the year.

Commissioner Lee asked if it was someone from HOME Line, was at the last Housing Commission meeting. Mr. Anderson stated that it was not Mike Vraa but Sam who attended the last meeting. Housing and Community Standards Supervisor Xiong Thao noted that Sam is one of the authorities who provides legal advice, and Mike is the managing director. Commissioner Said asked what Mike and Sam do with the company HOME Line. Commissioner White explained that HOME Line works with people who are getting evicted and listens to their personal stories. Mr. Thao added that HOME Line does a lot of advocacy work, such as helping to write letters to landlords. He stated that HOME Line also works for tenants at the state level, advocating for protections and rights, and helping tenants navigate getting the necessary repairs done.

COMMUNITY DEVELOPMENT PRESENTATION

A. Wrap up comments for the Rental License Program

Mr. Anderson explained that the first half of the packet was information from the last meeting, which discussed the rental licensing inspection process, the performance-based system that is based on how many violations were observed during the initial inspection, which determines the license category. He added that included in the packet was feedback from both the tenants, who noted they wanted more accountability for things to be fixed, and the landlords on what they would like to see done with the system, which was not a performance-based system, rather a two-year licensing with not as many units inspected.

Commissioner Freund asked about the motivations for bringing the information to the Housing Commission and whether there are concerns or dissatisfaction with the current system. Mr. Anderson explained that the Council asked for both topics of tenant protections and the licensing process to be looked at. He added that the Staff's response has been to meet with landlords and tenants, meet with the Housing Commission, and then provide feedback to the Council, from which the Council can make a recommendation to make changes after that. He noted that the same request was made two years ago, and at the time, the Housing Commission recommended that there be no change to the tenant protection. He speculated that the Council requested it because there were constituents who made requests.

Mr. Anderson asked if there were any thoughts or questions about the rental licensing process that was talked about in the last meeting.

B. Tenant Protections

Mr. Thao explained that the City first adopted the tenant protections in 2018, and that was for notice of sale. He added that it particularly applied to multifamily properties. He stated that if a large multifamily property was going to be for sale or had been sold, the property would have to notify tenants that the property's being sold, which allows the tenants to either stay in their current unit or find new housing and allows for relocation assistance. He added that if the landlord was going to raise rent or change the lease agreement, tenants have the option for relocation assistance. He noted that the tenant protections also protect tenants from non-renewals or terminations. He stated that in 2021, the City adopted two new protections: the pre-eviction notice and Just Cause Non-Renewals. He noted that before adopting the two protections, the City met with landlords, tenants, housing advocates, HOME Line, and many others, and came to the consensus to only move forward with the two protections, and additional protections could come at a later date. He stated that the City was watching what St. Paul was going through with being sued, and the two protections were the least controversial. He explained that the pre-eviction notice gives tenants 30 30-day notice if a landlord is going to evict a tenant for not paying rent. He added that if there is a material breach of the lease, the landlord also has to give a 30-day notice, and would have to disclose what the material breach was so the tenant has the opportunity to cure the violations. Ms. Eldridge stated that an example would be someone living in the apartment, and they are not supposed to. Mr. Thao added that anything that violates the lease agreement is prohibited.

Commissioner Lee asked if the landlord needed to give time to make the corrections. Mr. Anderson explained that tenants do get 30 days before the filing of the eviction. He added that there is time that comes along with the filing, but the argument was that it is very difficult to overcome an eviction in future housing applications, so the 30 days give a chance to avoid getting an eviction filed against the tenant's record.

Mr. Thao stated that the Just Cause Non-Renewal requires a landlord to give a reason why they are not renewing the tenant, and the City has stated there are eight reasons a landlord can remove a tenant: there is a lease violation, the tenant refuses to renew the lease, if the landlord or family member will occupy the unit, if the building is being demolished, if there will be a substantial rehab or renovation, government order, or if employment requires the person lives on the property. He added that the 2021 tenant protection also gave the implicit right for tenants to sue their landlords if their tenant protections were being violated.

Mr. Anderson noted that the enforcement of both of the tenant protections does not require much, if any, Staff involvement; it is mostly just an education piece. He added that for the most part, the tenant is responsible for telling the landlord, but the City will reach out and let the landlord know if they violate either of the protections.

Mr. Thao stated that the HOME Line website lists the 2023 and 2024 state legislative amendments that were passed. He highlighted a few: the eviction notice must have a minimum of 14 days, landlords must disclose all fees as part of the total rent, minimum heat requirement laws, expanded

the emergency repair list, and clarified how much time is required for a landlord to give notice to get into a unit, 24 hours. He noted other additional protections: the right to move in and out of inspections, landlords cannot require pets to be declawed or devocalization, landlords cannot force early lease renewal no more than six months before the lease ends, tenants cannot be evicted for crimes that were not committed on the property, service support animal fees are prohibited, if a property is condemned landlords cannot collect rent payments, gave the tenant's rights to organize, and utility rights in a multifamily property.

Mr. Thao stated that the purpose of bringing the two protections to the Housing Commission was to receive feedback on the protections and to determine if any changes or additions were needed. He added that in meetings with the landlords, they wanted fewer tenant protections. Mr. Anderson explained that the pre-eviction notice has a 30-day curing period, so if the tenant is not paid within this time frame, the eviction will be filed. He noted that the Just Cause Non-Renewal does not have a curing period; it just forces the landlord to have a just cause or reason. Mr. Thao noted that when meeting with the tenants, there were some things the City could not do, but there was a desire for more education about tenant protections. He added that there was a landlord who gave notices to a bunch of seniors, and they all moved out because the seniors did not understand their rights. He stated that tenants also wanted more communication about what actions were taken against particular landlords; they wanted the City to penalize the property owners for violating the ordinances. He stated that HOME Line is putting together a list of additional tenant protections, which is not ready yet, but one thing that will be on there is protecting tenants from discrimination based on sources of income.

Commissioner Said asked about tenants who run businesses out of their homes and if they would be protected if the tenant is doing certain things for the business. Mr. Anderson noted that there is nothing in the ordinance that protects them or gives them that right, but the tenant does at least have some right to the property and what it can be used for. He added that he is not aware of any kind of protection that grants them the right to necessarily operate a business. Commissioner Said stated that in other states, there have been tenants who have been kicked out because of doing transactions on their properties. Mr. Thao explained that if Commissioner Said is talking about a home-based business that violates city code or becomes a nuisance, then that might be the basis for non-renewing somebody, or it becomes a lease violation. Mr. Anderson explained that there is no protection for the ability to run a home-based business; it is just if your landlord says that you cannot, then the tenant is not allowed to, just like having a pet. Commissioner Said stated that in some of the newer, luxury apartments are stating in the lease states that the tenant cannot run any business. Mr. Anderson explained that there is no regulation on that, and that the landlord can do what they want if it is in the lease. He noted that for the Council, they would like to know if the Commission is supportive of the 30 days or an alternative, and if the Commission is supportive of the non-renewal.

Commissioner Freund asked if the Just Cause Non-Renewal is similar to the example given, noting that if a tenant has a pet, which is not allowed in the lease, but then removes the pet, the tenant may be allowed to stay. Mr. Anderson stated that the Staff is asking if the City should keep the Just Cause Non-Renewal, change it to something else, or completely get rid of it. He explained that the Just Cause Non-Renewal is that the lease terms are coming to an end, the lease probably states the landlord needs to give a notice of non-renewals, but in Brooklyn Center, the landlord

must also include the reason for non-renewals.

Commissioner Lee stated that, due to seeing that elders are vulnerable to different things from landlords and don't know their rights, she would like to see both the Just Cause for Non-Renewals and the 30-day notice in place. Mr. Thao noted that there are many cities around Brooklyn Center that are pushing for the 30-day notice as well.

Commissioner Said asked about the 30 days, and if that gives tenants an extra 30 days before the 30 days. Mr. Anderson gave an example of a lease that states rent is due on January 1, January 1 comes and goes, and the landlord can give a 30-day pre-eviction notice on January 2, then the landlord has to wait until February 2 before they can file that with the courts. He added that the tenant feels the 30 days helps find space, find somewhere else to go, and helps them try to get emergency assistance. He noted that a landlord would say it strains the relationship with the tenant because things are starting to the process faster.

Commissioner Lee asked if it would be possible to include in the ordinance that the tenant can move in the 15 days if able, but 30 days is a cushion, if it does not work out. Mr. Anderson stated that he cannot think of another checkpoint in the middle, but the tenant would be able to move out no matter what, and would probably still be breaking the lease. Mr. Thao noted that it does not prevent the tenant from negotiating an early termination with the landlord before eviction is filed with the court. Mr. Anderson explained that if the tenant is given the 30-day notice, and they know they will not be able to pay, the tenant could go to the landlord and negotiate to sign a termination lease and move out. He added that both parties would have to sign, but the tenant would be able to do that in the 30-day pre-eviction phase.

Ms. Eldridge asked if the Staff had seen an early release letter or termination. Mr. Thao stated that they have not; most of the pre-eviction notices have been for the full 30 days, and mostly for rent.

Commissioner Straub noted that he is in support of the 30 days. He stated that part of the landlord's hesitation with the 30-day notice is that if they want to evict a tenant for not paying rent, and 30 30-day pre-eviction notice is given, and then after that, a tenant can be evicted, the landlord is losing a full month's worth of rent. He asked if there is a mechanism in place to help remediate issues on the landlord's end for missing a month's worth of rent, and if there was, maybe the landlord would be more willing to give the 30-day pre-eviction notice. Mr. Anderson noted that the landlord has the potential for the landlord to pay, or the potential for the tenant to file for emergency assistance, and the tenant to receive the emergency assistance, so the landlord can get paid. He added that the City does not have a program right now for the landlord. Commissioner Said noted that in many cases, the landlord has the deposit as well. Commissioner Straub stated that many times in renting, deposits were just a few hundred dollars, rather than the thousand owed, but that may be how the landlords are adapting to this situation. Commissioner Said added that it is an incentive to the tenant to talk to the landlord if they are facing problems, because the landlord may work with the tenant. Commissioner Straub stated that the necessity of a large security deposit could be a barrier for a lot of people to secure housing. He added that it is an opportunity to increase visibility to landlords of the options for the tenants in these situations. He noted that increased education requirements for written notifications or ensuring that tenants are educated on their rights are always a great thing. He stated that the justifications needed for non-renewals are

great tools to fight biases that exist.

Mr. Anderson asked for thoughts on the 30-day or 14-day notices. Commissioner Straub stated that he does not think 14 days is enough, and with such a fast turnaround, it can be a tough time to do what is needed in that time period.

Commissioner Said asked about raising rent and if there is any control over how much rent can be raised. Mr. Anderson noted that the City does not have any control over rent raising, but the landlords mentioned that they would still have to follow fair housing practices. Commissioner Lee added that there is a margin in certain areas that landlords can only go so high. Mr. Anderson stated that certain properties are funded a certain way, so their funding source requires them to be affordable at a certain rate. Mr. Thao added that, generally speaking, the state is silent on how much rent can be increased. He noted that the only city that has anything is St. Paul, and there is a lot of pushback, and landlords can apply for an exclusion, which many have done because the three percent increase does not cover property taxes. Mr. Anderson added that 95 percent of the housing is not locked into a certain rate, there is a lot of naturally occurring affordable housing, but it is not legally bound affordable housing.

Commissioner Straub asked if the income restrictions are known to the tenants. Mr. Anderson stated that it is a known thing for sure and that the dollar amount does change from year to year. He added that for Area Median Income, AMI, there must be so many units at 60 percent, and so many at 80 percent, and that changes every year, so then landlords can raise rent, but it has to stay at 60 percent. He stated that many tenants came to the City from Sonders when rent was increased, but the landlord was under the expectation, so the increase was legal. Mr. Thao noted that the AMI is calculated on the Twin Cities metro, and it is very high, about \$90,000. Mr. Anderson added that a six percent AMI is common, and for a two-bedroom at 60 percent, the monthly rent would be \$1,788. Mr. Thao stated that the number is skewed because of the few people with very high incomes, and that is where AMI comes into play, which is calculated by the federal government. Mr. Anderson noted that the City does not have any regulations on rent increases. Mr. Thao stated that the only maximum requirement that landlords have is for late fees; they cannot go above eight percent of the rent.

Mr. Anderson stated that technically, a landlord could increase rent, and the tenant could refuse to renew the lease because of the increase in rent, then the landlord could Just Cause Non-Renew the tenant for refusing to renew the lease.

Mr. Thao noted that in the conversations with tenants, it was brought up whether or not landlords could require rent payments without having a rental license. He added that neither the City nor the State regulates it, so if the landlord is operating without a license, it is unknown if that would hold up in courts, and HOME Line is silent on it as well.

Mr. Anderson asked if there were more people on the same side as the other Commissioners. Commissioner White, Commissioner Freund, and Commissioner Said stated that they agree with the others as well.

Mr. Thao asked if there were any tenant protections that the Commission would like to explore.

Commissioner Said asked when a landlord raises rent, how is it known that they are doing so fairly to all of the tenants. Mr. Anderson stated that the City does not know anything about rent; it would take the tenant to investigate and take that information to a Fair Housing Agency. Commissioner Said noted that many of the developers are targeting the new families and making promises that are not kept. Mr. Thao added that many developers, for example, have a move-in introductory rate of \$1,500 when it would originally be \$1,700, and then rent goes up to \$1,900 after the lease is up to the landlord, which is only a \$200 increase because of the free introductory move-in rate.

Mr. Anderson stated that there has been discussion among the Staff about requiring the phone number to be posted in common areas so that complaints can be made. Commissioner Said noted that it is hard to find information, so it would be good to have posters that read know your rights and information about that on them. Commissioner Lee noted that it is very hard for the vulnerable and elderly, and that is why it is important to have the 30 days versus the 14 days. Commissioner Said asked if it was possible to add a clause for the elderly or vulnerable that may be different from the rest of the population. Commissioner Straub noted that it would come down to who defines the vulnerable, and many are going to give different answers. He added that universality in ordinances is more effective, because deciding who gets the 30 days versus 14 days, it is easier to enforce and not lead to lawsuits. Commissioner Said mentioned that what if a landlord buys the building and comes in and tells all the tenants they have to leave, this would be very hard on the elderly person. Mr. Thao noted that this would be in the Just Cause Non-Renewals and would have protection. Commissioner Lee stated that she is a big advocate for Just Cause because many do not know their rights, and more education needs to be done, like the posters in Minneapolis. Commissioner Straub noted that there are many people who would say that authority is telling me to do it, so it must be right. Commissioner Lee stated that the vulnerability of elderly people is that they trust people. Mr. Anderson noted that Commissioner Said's comment about the sale of the building is a different protection that was adopted in 2018. He added that when a sale takes place within 30 days of buying, the landlord has to give a 90-day notice if they are going to make material changes to the leasing criteria. Mr. Thao noted that many multifamily properties have been sold in the last three years, and all tenants have been given the 30-day notice.

Mr. Anderson explained the process from here and what the Staff would do with the information. He then went on to explain how the changing of the ordinance takes place. He added that it will be a process to get through all of the information. He stated that it is possible that it goes to the Council and nothing is changed, but if something is to be changed, it will take a little while.

Ms. Eldridge asked if the Staff has a feeling of whether Council is leaning one way or the other. Mr. Anderson stated that when it initially passed in 2021, it took multiple meetings and went back and forth several times, so it made for a very long process.

FUTURE MEETINGS (2026 SCHEDULE)

Ms. Eldridge noted that she spoke on this earlier in the meeting and would keep the Commission informed of the things to come on tenant protections.

Mr. Anderson gave a general update: the Staff is working to finalize the Economic Growth Plan and will present to Council on November 24. There was a market retail node that came from the plan, and it should be noted that Brooklyn Center is having a slightly positive absorption rate.

Commissioner Straub asked about the net plus or minus of business. Mr. Anderson stated that with Walmart closing, that is a negative, and a business moving in is positive, so it is even. He added that overall, the City is gaining more than it is losing.

Mr. Anderson shared that there is a lot of budget discussion, and the preliminary levy that has been adopted is \$4,970,000, which will result in the reduction of positions in City Hall and throughout the City. He added that the City is still working towards the construction of the opportunity site. He explained that the opportunity site is 80 acres, right in the middle of the city, which has a master plan for the site, and the City owns 40 acres of it. He explained that the developers and investors pulled up when the interest rates went up, so that is continuing to be worked through. He added that the first thing to be built will be a road, and then apartments that the City is hoping to start on in the next year. He noted some of the other construction happening in the City.

ADJOURNMENT

There was a motion by Commissioner White and seconded by Commissioner Lee to adjourn the meeting. The motion passed. The Brooklyn Center Housing Commission adjourned at 8:32 p.m.

Commissioner Freund

MINUTES OF THE PROCEEDINGS OF THE HOUSING COMMISSION OF THE
CITY OF BROOKLYN CENTER IN THE
COUNTY OF HENNEPIN AND STATE OF MINNESOTA

REGULAR SESSION
September 16, 2025

CALL TO ORDER

The Brooklyn Center Housing Commission was called to order by Commissioner Freund (Acting Chair) at 7:04 p.m.

MEETING ATTENDEES

Commissioner Laura Freund
Commissioner Aniya White
Commissioner Jamal Said
Commissioner Landon Straub

Commissioner Natalie O'Connor is absent and excused
Commissioner Alyssa Kuglin is absent

City Staff present: Associate Planner and Staff Liaison Krystin Eldridge, Community Development Director Jesse Anderson, and Housing and Community Standards Supervisor Xiong Thao.

Also present: Community Member Sam Golden

APPROVAL OF AGENDA

There was a motion by Commissioner Freund, seconded by Commissioner Said, to approve the agenda as submitted. The motion passed.

APPROVAL OF MINUTES

There was a motion by Commissioner Freund, seconded by Commissioner Straub, to approve the minutes of June 17, 2025, as submitted. The motion passed.

NEW NEIGHBOR BAGS UPDATES FROM COMMISSIONERS

Staff Liaison Krystin Eldridge asked for feedback on how the New Neighbor Bags delivery went, where the Commissioners delivered to, what things could be improved, and that they would mark on the map where they went. She noted that only Commissioners Straub and Freund went out to deliver the bags.

Commissioner Freund stated that the neighborhoods in which she delivered bags. She noted that she could do more, but would need additional bags.

Ms. Eldridge asked how Commissioner Freund felt things went or if there was anything that needed improvement. Commissioner Freund stated that people were friendly.

Commissioner Straub stated that the neighborhoods in which he delivered bags, and that he would be willing to go to more neighborhoods with additional bags. He added that the people were interested to see what was in the bags, and that the information which was contained in the bags was a great resource to have. He noted that there was no negative feedback from the people with whom he interacted.

Ms. Eldridge stated that they would try to deliver bags again before it gets cold. She asked if the Commissioners had neighborhoods that they preferred. Commissioner Freund stated that she could do some neighborhoods. Ms. Eldridge stated that she would not expect the whole neighborhood to be complete, as they are spread out, but if they go again, they could go in pairs or trios if more people are there.

Commissioner Said noted that he would be willing to go with others the next time they go out to deliver bags.

Ms. Eldridge stated that at the last meeting, they discussed putting together a list of contractors and handymen, but when talking to the City Attorney, they felt it was too much of a liability to collect people's information and keep it; however, if the Commissioners wanted to create a Facebook group or something like that, they could. She noted that people might think the City is showing preference to certain contractors, or do they have insurance, and how does that work with the City, so it was just best to not include the list in the bags.

Community Development Director Jesse Anderson added that the City cannot determine which contractors to recommend and which not to recommend, so it has asked to stay away from making recommendations for anything, because it can make the City liable for those recommendations.

Ms. Eldridge noted that if there were any other recommendations to send them to her and she could follow up on them.

Community Standards Supervisor Xiong Thao stated that having a handout to direct people to the Department of Labor and Industry's website, and information on how to use it to find a licensed contractor, or even an unlicensed one, might be helpful to have.

Commissioner Said noted that the original idea was to get in touch with your neighbor's handy person instead of looking for someone in a different city, but he understands that the City cannot endorse that. He added that getting a list together that is just used personally and shared with those who want it would still be a good idea to help form that sense of community. Ms. Eldridge stated that she understood the thought behind it, but it would need to be done not as Commissioners, but rather members of the community.

Mr. Thao added that by going to the Minnesota Department of Labor and Industry website, a person can look for contractors for specific zip codes or business names. Commissioner Said asked what the website was. Mr. Thao stated that it is MNDOLI, and the website uses IMS, so an account would need to be created, but then a search can be done for various types of contractors, etc.

Commissioner Straub asked when more bags would be put together. Ms. Eldridge stated that she

would have them by the next meeting.

Commissioner Said asked about putting more things in the bags that were discussed previously, such as coupons or finding other things to add. Ms. Eldridge stated that she did get some things from Dos Hermanos and had reached out to a few others, but had not heard back, so she could do another outreach.

Mr. Anderson stated that there is an application that the businesses can fill out, and that the Commissioners could have some as well to hand out if they would like to do that. He noted that he would look for that form to share with everyone.

ALL COMMISSIONER APPRECIATION NIGHT

Commissioner Freund introduced the topic of All Commissioner Appreciation Night.

Ms. Eldridge stated that the event would be held on October 8, from 6:00 p.m. to 7:30 p.m., and all of the Commissions would be present. She added that there would be activities, a presentation on what the Commissions have done for the year, and some awards.

TENANT PROTECTIONS UPDATE PRESENTATION

Commissioner Freund introduced the topic of the Tenant Protections Update Presentation.

Mr. Anderson stated that the Council directed Staff to review two different parts of the rental ordinance: the rental licensing program and tenant protections. He noted that Council had sent this before the Housing Commission previously, and the Commission made a recommendation not to change the ordinance, and now the Council is making the request again to review it.

Mr. Thao explained that he had presented to the group before, and that Mr. Anderson had stated the reason for the conversation, but the background is that the City of Brooklyn Center has always had a license program since the 1970s. He added that historically, those licenses have been two-year licenses, so you do an inspection and then you get a two-year license, but in 2010, the City changed the rental license program to a performance-based program, and with that change, it created four license types. He noted that the four license types are: a three-year, Type One; a two-year, Type Two; a one-year, Type Three, which requires an action plan; and a six-month, Type Four, which requires a mitigation plan. He explained that the purpose of an action and mitigation plan is for the City to add additional things to their license that are not part of the inspection process, such as lighting. He stated that the rental license program is based on the number of code violations found during the initial license inspection. He noted that the fewer the code violations that are found, the longer the license period a property qualifies for.

Mr. Anderson stated that the intent behind this is to motivate the landlords to keep the property maintained in good condition, so that they do not have to have inspections as frequently. He added that about five percent are Type Four properties, out of the 700 licenses in the City, and 15 percent are Type One, which is the second most common category, and everyone else is in the other two. He noted that 20 percent are in the lower performing category, while 80 percent are performing at a high level and not requiring as frequent inspections.

Mr. Thao added that the City is really encouraging landlords to be more proactive and pay attention to their housing in Brooklyn Center, rather than reacting to a list that would be given to them to do repairs every six months or three years.

Mr. Thao continued to talk about the license time frame and how the renewal process works. He noted that for a new license, you need to apply for a license, schedule the inspection within two weeks, then, after the initial inspection takes place, there are 30 days for the property owner to do anything that needs to be done, and then there is a follow-up inspection. He stated that after this inspection, whether the property passes or fails is decided. If the property passes, then the City Council needs to approve the license; if the property fails, then the process will continue to take place until it passes. He added that the process can turn very tedious, because the property owner needs to stay on top of it and renew when needed.

Mr. Thao noted that 100 percent of the units are inspected during the process; they do not miss anything or pick and choose. He added that inspections are also done on complaint-based as well, so if a tenant notes to the inspector that things were reported and not fixed, then it will be added to the correction list as well.

Commissioner Said asked if the tenant requests an inspection or makes a report, the landlord is given a chance to make corrections before it is added to the list. Mr. Thao stated that if they are already in the unit, then they will add it to the list because they will be back anyway to check it out, and it is better to have added it to the list so that it gets done. Mr. Anderson added that complaints from tenants outside of the maintenance of licensing are also taken into consideration and will need to be corrected, but no inspection fees need to be paid.

Commissioner White inquired about a tenant issue, specifically whether the tenant was removing a smoke alarm that was present upon initial inspection what the response would be. Mr. Thao noted that it would be written up as a missing smoke alarm and that the landlord would need to address the situation, but the inspectors do not determine guilt.

Mr. Thao stated that there are weather deferrals as well, so if there is anything exterior that can't be done in the winter, the inspection is passed, so it can go to the City Council to be approved. He added that paying the fee starts the fee of the process, but it does not mean that the license has been given.

Mr. Thao stated that the Council asked them to bring options to the Housing Commission to consider. He noted the first option is eliminating the Crime Free Housing Training, because very few cities are offering it.

Commissioner Straub asked if it is a class that teaches landlords how to create lower crime environments. Mr. Thao stated that it is a class that teaches a lot of different things about crime prevention, such as locks, lighting, vegetation, and being alert to possible crime in the area. Mr. Anderson noted that currently, it is only required if you are not a type one, but there are not really any classes right now. Commissioner Straub asked who runs the classes. Mr. Thao stated that it is through different cities, but not many are offering it anymore, and it is tough to get new landlords into the class because it fills up quickly.

Mr. Thao stated that the second option would be to eliminate the Crime Prevention through Environmental Design requirement, which is done by the City inspectors. He continued with the third option, which is to eliminate the Rental Plan requirement; number four is to address the inspection point system, and finally, number five is to change the inspection cycle, no longer having the tiered system.

Commissioner Freund asked if the City is noticing that with the tiered system, there is an advantage to encouraging people to take care of their properties. Mr. Anderson noted that, from his perspective, it allows the City to focus more on the lower-performing properties.

Mr. Thao stated that the City gained feedback from tenants and landlords in regards to the ordinance. He stated that they asked questions in an August 26th meeting of tenants, and found that they wanted more regulations, rules about vehicle parking, and information on landlords who do not have an active license. He noted that if the City takes about the license, then they also lose their enforcement tool. Mr. Anderson stated that the best way to get compliance is the property owner's motivation to obtain the license, and that generally, revocation of a license is not the way to go about getting compliance.

Commissioner White asked if, to rent out a property, it is mandatory to have a license. Mr. Thao stated that if the property is not owner-occupied, then it requires a rental license.

Mr. Thao continued to share information about the feedback from the tenants, who wanted to see more postings in the buildings in addition to email notices, more city engagement around tenant rights and tenant protections, notification of the residents of the City's actions against property owners or managers, and to create a City escrow account that the City manages to do repairs. He noted that internally, the idea of an escrow was discussed, but it would not work very effectively because there is already a state statute process. Mr. Anderson stated that some of the suggestions have some challenges, such as the more regulation suggestion, because with the codes, craftsmanship cannot be regulated. He added that generally speaking, tenants would like more information, more regulations, and more inspections.

Mr. Thao stated that they met with the landlords to receive feedback from them. They noted that they wanted fewer regulations, fewer inspections, and the main concern was that the City was doing too many inspections. He added that the landlords liked Brooklyn Park's inspection rental license program: Brooklyn Park only inspects 30 percent of the units one time per year, and the license is for one year. He noted that the landlords wanted to change the property code violation types because they did not want to get penalized for things that the renters were doing, but the City noted that it would be hard to figure out who was at fault for the violation. He stated that the landlords also asked for reduced costs for the inspections, so money could be used elsewhere, and the landlords would like a more uniform inspection process. He noted that the inspectors are put through training, and then once a year, there is a consistency training.

Mr. Thao asked if there were any comments or questions. Mr. Anderson noted that there is a work session for Council coming up on this subject, and that the minutes from this meeting would be brought to Council, so if there was anything the Commissioner would like noted, now would be the time to do so.

Commissioner Freund asked if it was about keeping the tiered system. Mr. Anderson stated that it is part of it, but it could be other things as well. He added that maybe it would be getting rid of the performance-based system, which many landlords, even those with three-year licenses, would agree with because of the time spent getting ready for the inspection.

Commissioner Straub noted that if landlords were keeping their properties in good shape all the time, then they would not need to spend the time to get ready for the upcoming inspection, so it seems like they would be taking less care of the property than is needed.

Commissioner White asked if the information would be going to the October meeting. Mr. Anderson stated they are hoping to bring it to the October 13th meeting.

Commissioner Said asked if there is a way to know what the general inspection is. Mr. Thao stated that there is a brochure with the common code violations that are found during an inspection for both single-family and multi-family, and that contains most things. Mr. Anderson noted that the list has the 200 most common codes that are violated, but the City uses the International Property Maintenance Code. Mr. Thao noted that the code was adopted in 2018 to have a more standard code, rather than just their own code.

Commissioner White asked about the codes and if they were life safety. Mr. Thao noted that the codes are a combination of life safety and maintenance.

Commissioner Straub asked if all code violations are treated equally, or if there is a sliding scale based on severity. Mr. Thao stated that at this point, all code violations are weighted the same, but some cities have a weighted system, Minneapolis and St. Paul. Mr. Anderson noted that when this version of the code was designed in 2009, and the City went from every two years to a performance-based system, they looked through two years of records and kind of calculated based on that.

Commissioner Said asked about the inspection being whether the property is liveable, but does not meet a certain standard, and it would still be able to be passed. Mr. Anderson noted that it could be challenging if the City went to an inspection program that was only life, health, and safety, because drawing that line for the inspection would be hard to do.

Commissioner Said asked if the inspection is seen as an obstacle because there are too many of them. Mr. Thao stated that the standards that are used are a minimum standard; they do not look at the quality of the work or the cross-mission of the work. He added that they are minimum codes that are being enforced, mixed with the health, life, and safety. Mr. Anderson noted that there are some gray areas, such as what kind of wall a hole is located in, or what door needs to work, and which door does not need to work, and that would require everything to be written into the code on what exactly to enforce.

Mr. Anderson asked for thoughts on the performance-based system and if it should go away, and if not, then should it be changed to make it easier on landlords, and should fewer units be inspected, no longer inspecting 100 percent of the units.

Commissioner Said stated that personally he thinks that 30 percent would be a good way to do it because then time can be dedicated elsewhere, and they would be back in two years anyway, and it is more friendly to the landlord as well. He noted that it may lead to more companies wanting to come into the City as well.

Mr. Thao asked when Commissioner Said noted being more friendly to the landlords, if he had any recommendations or ideas as to what he would like to see or recommend. Commissioner Said noted that when landlords do not have to spend as much on an inspection, then they can spend it elsewhere, and that would make the property more landlord-friendly. He added that this was why he suggested the health and safety-focused inspections.

Commissioner Straub stated that he has the opposite opinion on most of the thoughts about landlords. He noted in some respects, some areas could be made more flexible for the landlords, such as the training that could just be done through a well-thought-out PDF or document, without needing to be an in-person class. He added that, as someone who has rented in the past, he feels that many landlords do the bare minimum on inspections because it is not profitable for them to go above and beyond, and many of the advocacy options are ways for landlords to make more money and work around providing tenants with proper livable spaces. He stated that 30 percent of units per year is something that theoretically could be reasonable, depending on how it is done. He noted that he was not sure about how quickly the average rental degrades, but over the course of three years, a lot of damage can be done. Mr. Thao noted that more code violations are seen in family units because of the kids.

Commissioner Straub suggested that maybe the number of rooms inspected is a scale that changes depending on how many rooms are on the property, or if there is a multi-family versus single-family property. Mr. Anderson noted that Brooklyn Park has an annual license, and they have to inspect 33 percent. Commissioner Straub asked if it was the rooms that were marked down as inspected. Mr. Anderson noted that it was by floors. Commissioner White asked if that was true of single-family as well. Mr. Anderson stated it was the whole house, but it is done every two years, and apartments are done every year, but only 33 percent.

Commissioner Straub noted that there were easy wins for tenants that were being shown, that require very little effort from the landlord, but provide direct value to the tenant, such as towing and visitors, and that should be obvious information. He added that the physical posting of notices should be required, and also the notification of residents of the City's actions against the property owner. Mr. Thao noted that the information of where the complaint comes from is not public knowledge, but everything else is public data, and a citizen can request the information, and that will be provided to them.

Mr. Anderson noted there was another topic, so he wanted to know if there were any more comments. Commission Freund stated that the tiered system is working well and she likes it. Community Member Sam Golden agreed with the appreciation of the tiered system, but maybe have a two-year versus a three-year, and also not inspecting 100 percent of the units because of the cost burden to the property owner.

Commissioner White asked if reinspection of the units is 100 percent of the units inspected. Mr. Thao noted that only the units where code violations are, are reinspected.

Commissioner Said needed to leave the meeting. Mr. Anderson noted that the next topic could not be able to be discussed because that would not leave enough time, and if Commissioner Said left, then there would not be enough Commissioners for a quorum.

Mr. Thao explained that the handouts that he gave to the Commissioners were the state's ten protections passed in 2023 and 2024.

Commissioner Said asked if there was a way to do it via email. Mr. Anderson noted that it could be done that way, but it may be best to discuss it as well. He added that they would talk internally to see if the Council wants to still move forward in October without feedback or if they want to delay until November.

ADJOURNMENT

There was a motion by Commissioner Freund, seconded by Commissioner Straub, to adjourn the meeting. The motion passed. The Brooklyn Center Housing Commission adjourned at 8:26 p.m.

Chair O'Connor

on the licensee, sent by First Class mail to the licensee's last known address or, if neither method of service effects notice, by posting on a conspicuous place on the licensed premises.

7. Enforcement. Enforcement actions provided in this Section shall not be exclusive, and the City Council may take any action with respect to a licensee, a tenant, guests, or the licensed premises as is authorized by this Code or state law.

Section 12-912A. NO RETALIATION. No licensee shall evict, threaten to evict, or take any other punitive action against any tenant by reason of good faith calls made by such tenant to law enforcement agencies relating to criminal activity, suspected criminal activity, suspicious occurrences, or public safety concerns. This Section shall not prohibit the eviction of tenants from a dwelling unit for unlawful conduct of a tenant or invitee or violation of any rules, regulations, or lease terms other than a prohibition against contacting law enforcement agencies.

Section 12-912B. FALSELY REPORTING VIOLATIONS. No person shall report a violation of this Chapter or City Ordinance knowing or having reason to know that the report is false with the intent to affect the licensing status or inspection schedule of the property.

Section 12-912C. TENANT RESPONSIBILITIES.

1. Access to Premise. When required by Minnesota Statutes, each tenant or occupant of a rental dwelling must give the owner, owner's representative or authorized City official access to any part of such rental dwelling at reasonable times for the purpose of inspection, maintenance, repairs, or alterations as are necessary to comply with the provision of this Chapter.
2. Compliance with Regulations. A tenant must comply with applicable City Codes and all applicable local, state, and federal regulations. A tenant is responsible for applicable property Code, nuisance, and violations of disorderly conduct as specified in Section 12-911 that occur on the property, including violations committed by household members or guests.

Section 12-912D. TENANT PROTECTIONS.

1. Purpose. It is the purpose of this Section to provide housing stability and protection to tenants in affordable rental housing units who are facing displacement when there is a transfer of ownership of an affordable housing building. This Section requires, upon such a transfer, notice to the tenants and the City and the payment of tenant relocation assistance when affordable housing is converted and tenants are required, through direct or indirect means, to move without adequate time to find new housing. This Section is to be interpreted broadly to ensure the tenants of affordable housing units are afforded the protections intended by this Section.
2. Transfer of Ownership.

- a. Notice. Within 30 days after the transfer of ownership of an affordable housing building, the new owner shall give written notice to each affordable housing unit tenant of the building that the property is under new ownership. The notice must, at a minimum, include the following information:
- (1) The name, mailing address, and telephone number of the new owner;
 - (2) The following statement: Brooklyn Center City Code, Section 12-912D provides for a three-month tenant protection period for affordable housing unit tenants after an affordable housing building is transferred to a new owner. Under Section 12-912D, affordable housing unit tenants are entitled to relocation assistance from the new owner if, during the tenant protection period, the new owner:
 - (i) Without cause, terminates or does not renew the tenant's lease;
 - (ii) Raises the rent and the tenant submits a written notice of termination of their lease;
 - (iii) Requires existing affordable housing unit tenants to comply with new residency screening criteria and the owner or tenant terminates or does not renew the tenant's lease; or
 - (iv) Imposes, without the tenant's consent, a material change in the terms of the lease and the owner or tenant terminates or does not renew the tenant's lease.
 - (3) Whether there will be any rent increase during the tenant protection period, the amount of the rent increase, and the date the rent increase will take effect;
 - (4) Whether the new owner will require existing affordable housing unit-tenants to comply with new residency screening criteria during the tenant protection period and, if so, a copy of the new screening criteria;
 - (5) Whether the new owner will, without the tenant's consent, impose a material change in the terms of the lease during the tenant protection period and, if so, the language of the material change and an explanation of its effect;

- (6) Whether the new owner will, without cause, terminate or not renew the tenant's lease during the tenant protection period, and if so, the date the lease will terminate and the amount of relocation assistance that will be provided;
- (7) The date the tenant protection period will expire; and
- (8) Whether the new owner, within 30 days following the tenant protection period, intends to: increase rent; require existing affordable housing unit tenants to comply with new residency screening criteria; impose a material change in the terms of the lease; or, without cause, terminate or not renew affordable housing unit leases.

- b. Language Requirement. Each notice required by this Section shall contain an advisory that reads as follows: "This is important information about your housing. If you do not understand it, have someone translate it for you now, or request a translation from your landlord." This advisory must be stated in the notice in the following languages: English, Spanish, Somali, and Hmong. Upon written request by a tenant that identifies the tenant's native language, the owner must provide a written translation of the notice in that language.
- c. Affidavit. The new owner shall prepare and execute an affidavit of having provided the notice required by this Section that, at a minimum, identifies each tenant to which the notice was provided, the date on which it was provided, and the method of delivery. A copy of the notice provided shall be attached to the affidavit.
- d. Copy of Notices to City. The new owner shall provide a copy of the notices and of the affidavit required by this Section to the City within three days of having provided the notice to the tenants.
- e. Copy of Rent Roll to City. If the new owner claims the building or the unit does not meet the definition of an affordable housing building or an affordable housing unit, the owner shall, upon request, provide the City a copy of the rent roll, including the amount of lease rents paid by tenants.

3. Relocation Assistance.

- a. When Required. A new owner of an affordable housing building must pay relocation assistance to affordable housing unit tenants if any of the following occur during the tenant protection period:
 - (1) The new owner, without cause, terminates or does not renew the tenant's lease;

- (2) The new owner raises the rent and the tenant submits a written notice of termination of their lease;
 - (3) The new owner requires existing tenants to comply with new residency screening criteria and the owner or tenant terminates or does not renew the tenant's lease; or
 - (4) The new owner imposes, without the tenant's consent, a material change in the terms of the lease and the owner or tenant terminates or does not renew the tenant's lease.
 - b. When Paid. The new owner shall, when required, pay relocation assistance to the tenant of an affordable housing unit within 30 days after receiving tenant's written notice of termination of the lease or within 30 days after the owner notifies the tenant that the lease will be terminated or not renewed.
 - c. Affidavit. The new owner shall prepare and execute an affidavit that, at a minimum, indicates the date of the notice of termination, identifies each tenant to which relocation assistance was paid, the amount paid, the check number for each payment, the payment date, and the address used to mail the payment.
4. Pre-Eviction Filing Notice. Except as provided otherwise in this subsection, an owner of an affordable housing unit shall provide at least 30 days' written notice to a tenant prior to filing an eviction action on the basis of either: (a) an alleged non-payment of rent; or (b) an alleged material breach of a lease.
- a. Notices for Non-payment of Rent. For an allegation of any non-payment of rent, the notice shall, at a minimum, include the following information:
 - (1) The name, mailing address, and telephone number of the person authorized to receive rent and fees on behalf of the owner;
 - (2) The total amount of money due and owing to the owner by the tenant;
 - (3) A specific accounting of the money due and owing to the owner by the tenant, including any past due rents, any late fees, and any other charges; and
 - (4) The deadline by which the total amount due and owing to the owner by the tenant shall be paid to avoid an eviction action, which shall be no earlier than 30 days from the date on which the notice is delivered.

- b. Notices for Material Breach of a Lease. For an allegation of a material breach of a lease, the notice shall, at a minimum, include the following information:
- (1) The name, mailing address, and telephone number of the owner;
 - (2) A description of the specific conduct that the owner alleges is a violation of the lease, including the dates of the violations and the persons who committed the alleged violations;
 - (3) Identification of the specific clause of the lease alleged to have been violated;
 - (4) Notification that the tenant has the right to correct the alleged breach;
 - (5) Notification of how the tenant may correct the alleged breach;
 - (6) The deadline by which the alleged breach shall be corrected to avoid an eviction action, which shall be no earlier than 30 days from the date on which the notice is delivered; and
 - (7) A copy of the lease attached to the notice.
- c. Exception for Expedited Eviction Actions. For an expedited eviction action filed pursuant to Minnesota Statutes, section 504B.321, subdivision 2, the owner shall provide the notice required by Section 12-912D(4)(d) at least three days in advance of filing the eviction action.
- d. Additional Notice Requirements. All notices under this subsection shall also include the following information:
- (1) Notification that the tenant may be evicted if they do not pay the past due rent or correct the alleged breach of lease by the deadline, as applicable;
 - (2) Information about accessing rental assistance by calling 211 or visiting <https://www.211unitedway.org/>; and
 - (3) Information about accessing legal help by visiting the Law Help Website at <https://www.lawhelpmn.org/>.
- e. Delivery of Notice. The owner, or an agent for the owner, shall deliver any notice required by this subsection personally or by first-class mail to the address of the affordable housing unit. Such notice may, in addition to but not in place of personal delivery or delivery by first-class mail, be

delivered to any email or other electronic means to the tenant at the tenant's email address or electronic account.

- f. Enforcement. In addition to any other remedy available at equity or law, failure to comply with the provisions of this subsection may result in adverse rental license actions, the imposition of administrative fines, or other penalties as provided in law.
- g. Waiver Not Allowed. The parties to a written or oral lease of an affordable housing unit shall not waive or modify the requirements imposed by this subsection. Any such waiver provision that may exist in a lease is not enforceable.

5. Just Cause Notice of Nonrenewal of Lease to Tenants.

- a. Just Cause Notice. An owner of an affordable housing unit shall not issue a notice of nonrenewal of tenancy, refuse to renew, or issue a notice to quit unless the owner is able to establish one or more of the following grounds for such action:
 - (1) Non-payment of Rent. The tenant fails to pay all monies owed to an owner after receiving a written notice of non-payment from the owner;
 - (2) Material Non-Compliance. The tenant fails to cure a material breach of the lease after receiving a written notice from the owner;
 - (3) Refusal to Renew. The tenant refuses to renew or extend the lease after the owner requests in writing that the tenant do so;
 - (4) Occupancy by Property Owner or Family Member. The owner, in good faith, seeks to recover possession of the unit so that the owner or a family member may occupy the unit as that person's principal residence;
 - (5) Building Demolishment or Conversion. The owner either:
 - (i) Elects to demolish the building in which the affordable housing unit is located, convert it to a cooperative, provided the owner complies with the provisions of Minnesota Statutes, chapter 515B, or convert it to non-residential use, provided that the owner shall obtain all permits necessary to demolish or change the use before terminating any tenancy;
 - (ii) The owner seeks, in good faith, to recover the unit to sell it in accordance with a condominium conversion, provided the

owner complies with the provisions of Minnesota Statutes, chapter 515B; or

- (iii) The unit is being converted to a unit subsidized under a local, state, or federal housing program and the tenant does not qualify to rent the unit under that program;
 - (6) Rehabilitation and Renovation. The owner seeks, in good faith, to recover possession of the unit that will render the unit uninhabitable for the duration of rehabilitation or renovation;
 - (7) Complying with a Government Order to Vacate. The owner is complying with a government agency's order to vacate, order to abate, or any other order that necessitates the vacating of the unit as a result of a violation of City Code or any other provision of law including, but not limited to, Section 12-911 related to conduct, disorderly activities, or nuisances; or
 - (8) Occupancy Conditioned on Employment. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated.
- b. Owner Responsibilities. Any lease for an affordable housing unit shall include just cause notice language as follows:
- “The landlord under this lease shall not unilaterally terminate or attempt to terminate the tenancy of any tenant unless the landlord can prove that just cause exists. The reasons for termination or nonrenewal of tenancy listed in the City of Brooklyn Center's Just Cause Notice (Section 12-912D(5)), and no others, shall constitute just cause under this provision.”
- c. Nonrenewal Notice Requirements. An owner providing a notice of nonrenewal of a tenancy to a tenant of an affordable housing unit shall: (1) comply with all notice requirements under the lease and applicable law; (2) include in such notice a written statement of the reasons for the nonrenewal and the facts in support of those reasons, and (3) maintain documentation totaling the number of notices of nonrenewal issued by the owner.
- d. City Right to Inspection of Nonrenewal Notices. Within ten days of any request by the City, the owner of an affordable housing building shall provide to the City copies of its documentation totaling the number of notices of nonrenewal issued by the owner.
- e. Application. This Section applies to every lease, written or oral, for an affordable housing unit.

- f. Waiver Not Allowed. The parties to a written or oral lease of an affordable housing unit shall not waive or modify the requirements imposed by this subsection. Any such waiver provision that may exist in a lease is not enforceable.
6. Private Enforcement of Tenant Protection Ordinance. Any tenant or former tenant of an affordable housing unit harmed by an owner's violation of this Section 12-912D may bring an action against the owner in district court. Such person shall be entitled to all remedies available at law or in equity including, but not limited to, damages and injunctive relief. Any plaintiff that prevails in such action may be awarded reasonable attorney's fees and expenses.
7. Notice of Violation. A tenant of an affordable housing unit who believes the new owner of the affordable housing building has not provided the tenant the protections required under this Section 12-912D may submit a notice of violation to the City. The purpose of the notice is to inform the City of an alleged violation of this Section to assist the City in determining whether to impose an administrative penalty provided for in this Section, not issue a rental license to the new owner as provided in Section 12-901(8), or to take action on the rental license as provided in Section 12-910. The City is not required to take any particular action in response to a notice of violation and any enforcement action it does take shall be on behalf of the City, not the tenant. Filing a notice of violation does not prohibit the tenant from pursuing any remedy available to the tenant under law.
8. Penalties.
 - a. Administrative Penalty. Failure to provide the notice of transfer or to pay relocation assistance when required under this Section is an administrative offense for which a citation may be issued and a civil penalty imposed as provided in Chapter 18 of this Code.
 - b. Separate Offenses. A violation of this Section as to each dwelling unit shall constitute a separate offense.

Section 12-913. TYPE IV PROVISIONAL LICENSES.

1. Eligibility. Rental properties that meet the provisional licensing criteria as described in Section 12-901 are eligible only for provisional licenses.
2. Monthly Report. The City will provide by mail to each licensee a monthly report of any police and fire calls and incidents and applicable property Code violations as described in Section 12-901.
3. Mitigation Plan. The applicant for a provisional license must submit for

CHAPTER 12 – BUILDING MAINTENANCE AND OCCUPANCY ORDINANCE

Section 12-101. PURPOSE. The purpose of this Chapter is to protect the public health, safety, and the general welfare of the people of the City. These general objectives include, among others, the following:

1. To protect the character and stability of all buildings and property within the City.
2. To correct and prevent conditions that adversely affect or are likely to adversely affect the life, safety, general welfare and health, including the physical, mental and social well-being of persons occupying buildings within Brooklyn Center.
3. To provide minimum standards for cooking, heating, and sanitary equipment necessary to the health and safety of occupants of buildings.
4. To provide minimum standards for light and ventilation, necessary to health and safety.
5. To prevent the overcrowding of dwellings by providing minimum space standards per occupant for each dwelling unit.
6. To provide minimum standards for the maintenance of existing buildings, and to thus prevent slums and blight.
7. To preserve the value of land and buildings throughout the City.

With respect to rental disputes, and except as otherwise specifically provided by the terms of this Chapter, it is not the intention of the City Council to intrude upon the fair and accepted contractual relationship between tenant and landlord. The City Council does not intend to intervene as an advocate of either party, nor to act as an arbiter, nor to be receptive to complaints from tenant or landlord that are not specifically and clearly relevant to the provisions of this Chapter. In the absence of such relevancy with regard to rental disputes, it is intended that the contracting parties exercise such legal sanctions as are available to them without the intervention of City government. Neither in enacting this Chapter is it the intention of the City Council to interfere or permit interference with legal rights to personal privacy.

Section 12-102. APPLICABILITY OF ORDINANCE. Every building, as well as its premises, and all occupied premises within Brooklyn Center shall conform to the requirements of this Chapter, irrespective of when such building may have been constructed, altered, or repaired.

Section 12-201. DEFINITIONS. The following definitions shall apply in the interpretation and enforcement of this Chapter where not otherwise defined within a Section:

1. Approved – acceptable to the jurisdiction having authority and meeting all applicable Codes.

2. Accessory Structure – a structure subordinate to the main or principal building that is not used nor authorized to be used for living or sleeping by human occupants and that is located on or partially on the premises.
3. Affordable Housing Building - a multifamily rental dwelling, as defined in Section 12-201(26), having three or more dwelling units and where any of the units rent for an amount that is affordable to households at or below 80% of area median income, as median income is most recently determined by the United States Department of Housing and Urban Development for the Minneapolis-St. Paul-Bloomington, Minnesota-Wisconsin Metropolitan Statistical Area, as adjusted for household size and number of bedrooms.
4. Affordable Housing Unit – a rental unit in an affordable housing building that rents for an amount that is affordable to households at or below 80% of area median income, as median income is most recently determined by the United States Department of Housing and Urban Development for the Minneapolis-St. Paul-Bloomington, Minnesota-Wisconsin Metropolitan Statistical Area, as adjusted for household size and number of bedrooms.
5. Building – any structure used or intended for supporting or sheltering any use or occupancy.
6. Child – any person under the age of eighteen (18).
7. Child Care Facility – a facility licensed by the Minnesota Department of Human Services to provide child care for six or more children at one time. This term also includes, but is not limited to, facilities having programs for children known as nursery schools, day nurseries, child care centers, play groups, day care centers, cooperative day care centers and Head Start programs.
8. ~~Cause – the tenant or a member of the tenant’s household violates a provision of the City’s rental housing provisions including, but not limited to, Section 12-915 Crime Free/Drug Free Housing Lease Addendum, or materially violates a term of the lease related to one or more of the following:~~
 - a. ~~Nonpayment of rent;~~
 - b. ~~Malicious destruction of the affordable housing unit or the affordable housing building;~~
 - c. ~~Disturbance of the peace verified by the police department; or~~
 - d. ~~A violation of any of the covenants in Minnesota Statutes, section 504B.171.~~

- ~~9.8.~~ Compliance Official – the City Manager and the Manager’s designated agents authorized to administer and enforce this Chapter.
- ~~10.9.~~ Designated Predatory Offender – any person who has been categorized as a Level III predatory offender under Minnesota Statutes, Section 244.052, a successor statute, or a similar statute from another state in which that person’s risk assessment indicates a high risk of re-offense.
- ~~11.10.~~ Disorderly Activities – any activities listed in Section 12-911.
- ~~12.11.~~ Dwelling – a building, or portion thereof, designed or used predominantly for residential occupancy of a continued nature, including one-family dwellings, two- family dwellings, and multiple family dwellings; but not including hotels and motels.
- ~~13.12.~~ Dwelling Unit – a single residential accommodation that is arranged, designed, used or, if vacant, intended for use exclusively as a domicile for one family. Where a private garage is structurally attached, it shall be considered as part of the building in which the dwelling unit is located.
- ~~14.13.~~ Family – any of the following definitions shall apply:
- Persons related by blood, marriage, or adoption, together with their domestic servants or gratuitous guests, maintaining a common household in a dwelling unit;
 - Group or foster care of not more than six (6) wards or clients by an authorized person or persons, related by blood, marriage, or adoption, together with their domestic servants or gratuitous guests, all maintaining a common household in a dwelling unit approved and certified by the appropriate public agency;
 - A group of not more than five (5) persons not related by blood, marriage or adoption maintaining a common household in a dwelling unit.
- ~~15.14.~~ Garbage – putrescible animal and vegetable wastes resulting from the handling, preparation, cooking, and consumption of food.
- ~~16. — Just Cause — any of the bases listed under Section 12-912D(5) upon which an owner of an affordable housing building may terminate tenancy.~~
- ~~17.15.~~ Lease – an oral or written agreement creating a tenancy in real property.
- ~~18.16.~~ Material Change – a change in the terms of a lease, either through an amendment of an existing lease or the adoption of a new lease, that significantly limits or restricts the tenants use and enjoyment of an affordable housing unit or the affordable housing building.

- ~~19~~.17. Multiple Family Dwelling – a dwelling or portion thereof containing three or more dwelling units.
- ~~20~~.18. Nonresidential Building – all buildings or structures other than dwellings or dwelling units.
- ~~21~~.19. Occupant – any person (including owner or operator) occupying any structure, building or part thereof, dwelling, dwelling unit, rooming unit, or premise.
- ~~22~~.20. Operator – the owner or agent who has charge, care, control, or management of a building or part thereof.
- ~~23~~.21. Owner – a person, agent, firm, or corporation having a legal or equitable interest in the property. In any corporation or partnership, the term owner includes general partners and corporate officers.
- ~~24~~.22. Permanent Residence – a place where a person abides, lodges, or resides for 14 or more consecutive days.
- ~~25~~.23. Person – an individual, firm, partnership, association, corporation or joint venture or organization of any kind.
- ~~26~~.24. Plumbing – all of the following supplied facilities and equipment in a building: gas pipes, gas burning equipment, water pipes, steam pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents, and any other similar fixtures and the installation thereof, together with all connections to water, sewer and gas lines.
- ~~27~~.25. Premises – a platted lot or part thereof or unplatted parcel of land, either unoccupied or occupied by any structure thereon.
- ~~28~~.26. Public Playground – an area designated primarily for children’s play including a school building playground, a child care building playground, a play area of a public park, or an area that contains permanent play equipment.
- ~~29~~.27. Refuse – all putrescible and nonputrescible waste solids including garbage and rubbish.
- ~~30~~.28. Reinspection – a follow-up inspection that is a) conducted to determine if a Code violation has been corrected; b) needed because a licensee, owner, or other responsible party fails to attend a scheduled inspection; c) needed because a scheduled inspection does not occur or is prevented due to any act of a licensee, owner, or responsible party; or d) any inspection other than the initial inspection for a license application where one or more violations are found.

- ~~31.29.~~ Relocation Assistance – a payment to the tenant of an affordable housing unit in the amount equal to three months of the current monthly lease rent.
- ~~32.30.~~ Repair – to restore to a sound and acceptable state of operation, serviceability or appearance.
- ~~33.31.~~ Rental Dwelling – the term “rental dwelling” means any occupied dwelling or dwelling unit that is not occupied by the owner of record regardless of compensation. The term includes any dwelling or dwelling unit occupied by a relative of the owner.
- ~~34.32.~~ Rubbish – nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, cardboard, tin cans, grass and shrubbery clippings, wood, glass, brick, plaster, bedding, crockery and similar materials.
- ~~35.33.~~ Safety – the condition of being reasonably free from danger and hazards that may cause accidents or disease.
- ~~36.34.~~ School – any public or nonpublic elementary school, middle school, or secondary school as those terms are defined in Minnesota Statutes, Section 120A.05.
- ~~37.35.~~ Single Family Attached – includes a townhome, rowhouse, duplex, or similar dwelling unit.
- ~~38.36.~~ Structure – that is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.
- ~~39.37.~~ Supplied – paid for, furnished by, provided by or under the control of the owner, operator, or agent of a building.
- ~~40.38.~~ Temporary Residence – a place where a person abides, lodges, or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the person’s permanent address, or a place where the person routinely abides, lodges, or resides for a period of four or more consecutive or non-consecutive days in any month and which is not the person’s permanent residence.
- ~~41.39.~~ Tenant – any person occupying any dwelling or having possession of a space within a dwelling who has the legal right to occupy the dwelling unit, where a legal owner does not reside.
- ~~42.40.~~ Tenant Protection Period – the period that commences on the date when a written notice of the transfer of ownership is sent to each affordable housing unit tenant pursuant to Section 12-912D(2) and ends on the last day of the third

full calendar month following the date on which the notice was sent. In no case shall the tenant protection period be less than 90 days.

43.41. Transfer of Ownership – any transfer of ownership of an affordable housing building by an owner to another person, agent, firm, or corporation that becomes the new owner.

44.42. Meaning of Certain Words – whenever the words "dwelling", "dwelling unit", "premises", "building", or "structure" are used in this Chapter, they shall be construed as though they were followed by the words "or any part thereof".

Section 12-912D. TENANT PROTECTIONS.

1. Purpose. It is the purpose of this Section to provide housing stability and protection to tenants in affordable rental housing units who are facing displacement when there is a transfer of ownership of an affordable housing building. This Section requires, upon such a transfer, notice to the tenants and the City and the payment of tenant relocation assistance when affordable housing is converted and tenants are required, through direct or indirect means, to move without adequate time to find new housing. This Section is to be interpreted broadly to ensure the tenants of affordable housing units are afforded the protections intended by this Section.
2. Transfer of Ownership.
 - a. Notice. Within 30 days after the transfer of ownership of an affordable housing building, the new owner shall give written notice to each affordable housing unit tenant of the building that the property is under new ownership. The notice must, at a minimum, include the following information:
 - (1) The name, mailing address, and telephone number of the new owner;
 - (2) The following statement: Brooklyn Center City Code, Section 12-912D provides for a three-month tenant protection period for affordable housing unit tenants after an affordable housing building is transferred to a new owner. Under Section 12-912D, affordable housing unit tenants are entitled to relocation assistance from the new owner if, during the tenant protection period, the new owner:
 - (i) Without cause, terminates or does not renew the tenant's lease;

- (ii) Raises the rent and the tenant submits a written notice of termination of their lease;
 - (iii) Requires existing affordable housing unit tenants to comply with new residency screening criteria and the owner or tenant terminates or does not renew the tenant's lease; or
 - (iv) Imposes, without the tenant's consent, a material change in the terms of the lease and the owner or tenant terminates or does not renew the tenant's lease.
- (3) Whether there will be any rent increase during the tenant protection period, the amount of the rent increase, and the date the rent increase will take effect;
 - (4) Whether the new owner will require existing affordable housing unit-tenants to comply with new residency screening criteria during the tenant protection period and, if so, a copy of the new screening criteria;
 - (5) Whether the new owner will, without the tenant's consent, impose a material change in the terms of the lease during the tenant protection period and, if so, the language of the material change and an explanation of its effect;
 - (6) Whether the new owner will, without cause, terminate or not renew the tenant's lease during the tenant protection period, and if so, the date the lease will terminate and the amount of relocation assistance that will be provided;
 - (7) The date the tenant protection period will expire; and
 - (8) Whether the new owner, within 30 days following the tenant protection period, intends to: increase rent; require existing affordable housing unit tenants to comply with new residency screening criteria; impose a material change in the terms of the lease; or, without cause, terminate or not renew affordable housing unit leases.

- b. Language Requirement. Each notice required by this Section shall contain an advisory that reads as follows: "This is important information about your housing. If you do not understand it, have someone translate it for you now, or request a translation from your landlord." This advisory must be stated in the notice in the following languages: English, Spanish, Somali, and Hmong. Upon written request by a tenant that identifies the

tenant's native language, the owner must provide a written translation of the notice in that language.

- c. Affidavit. The new owner shall prepare and execute an affidavit of having provided the notice required by this Section that, at a minimum, identifies each tenant to which the notice was provided, the date on which it was provided, and the method of delivery. A copy of the notice provided shall be attached to the affidavit.
- d. Copy of Notices to City. The new owner shall provide a copy of the notices and of the affidavit required by this Section to the City within three days of having provided the notice to the tenants.
- e. Copy of Rent Roll to City. If the new owner claims the building or the unit does not meet the definition of an affordable housing building or an affordable housing unit, the owner shall, upon request, provide the City a copy of the rent roll, including the amount of lease rents paid by tenants.

3. Relocation Assistance.

- a. When Required. A new owner of an affordable housing building must pay relocation assistance to affordable housing unit tenants if any of the following occur during the tenant protection period:
 - (1) The new owner, without cause, terminates or does not renew the tenant's lease;
 - (2) The new owner raises the rent and the tenant submits a written notice of termination of their lease;
 - (3) The new owner requires existing tenants to comply with new residency screening criteria and the owner or tenant terminates or does not renew the tenant's lease; or
 - (4) The new owner imposes, without the tenant's consent, a material change in the terms of the lease and the owner or tenant terminates or does not renew the tenant's lease.
- b. When Paid. The new owner shall, when required, pay relocation assistance to the tenant of an affordable housing unit within 30 days after receiving tenant's written notice of termination of the lease or within 30 days after the owner notifies the tenant that the lease will be terminated or not renewed.
- c. Affidavit. The new owner shall prepare and execute an affidavit that, at a minimum, indicates the date of the notice of termination, identifies each

tenant to which relocation assistance was paid, the amount paid, the check number for each payment, the payment date, and the address used to mail the payment.

4. ~~Pre-Eviction Filing Notice. Except as provided otherwise in this subsection, an owner of an affordable housing unit shall provide at least 30 days' written notice to a tenant prior to filing an eviction action on the basis of either: (a) an alleged non-payment of rent; or (b) an alleged material breach of a lease.~~
 - a. ~~Notices for Non-payment of Rent. For an allegation of any non-payment of rent, the notice shall, at a minimum, include the following information:~~
 - (1) ~~The name, mailing address, and telephone number of the person authorized to receive rent and fees on behalf of the owner;~~
 - (2) ~~The total amount of money due and owing to the owner by the tenant;~~
 - (3) ~~A specific accounting of the money due and owing to the owner by the tenant, including any past due rents, any late fees, and any other charges; and~~
 - (4) ~~The deadline by which the total amount due and owing to the owner by the tenant shall be paid to avoid an eviction action, which shall be no earlier than 30 days from the date on which the notice is delivered.~~
 - b. ~~Notices for Material Breach of a Lease. For an allegation of a material breach of a lease, the notice shall, at a minimum, include the following information:~~
 - (1) ~~The name, mailing address, and telephone number of the owner;~~
 - (2) ~~A description of the specific conduct that the owner alleges is a violation of the lease, including the dates of the violations and the persons who committed the alleged violations;~~
 - (3) ~~Identification of the specific clause of the lease alleged to have been violated;~~
 - (4) ~~Notification that the tenant has the right to correct the alleged breach;~~
 - (5) ~~Notification of how the tenant may correct the alleged breach;~~
 - (6) ~~The deadline by which the alleged breach shall be corrected to avoid an eviction action, which shall be no earlier than 30 days from the date on which the notice is delivered; and~~
 - (7) ~~A copy of the lease attached to the notice.~~
 - c. ~~Exception for Expedited Eviction Actions. For an expedited eviction action filed pursuant to Minnesota Statutes, section 504B.321, subdivision 2, the owner shall~~

provide the notice required by Section 12-912D(4)(d) at least three days in advance of filing the eviction action.

d. ~~Additional Notice Requirements.~~ All notices under this subsection shall also include the following information:

(1) ~~Notification that the tenant may be evicted if they do not pay the past due rent or correct the alleged breach of lease by the deadline, as applicable;~~

(2) ~~Information about accessing rental assistance by calling 211 or visiting <https://www.211unitedway.org/>; and~~

(3) ~~Information about accessing legal help by visiting the Law Help Website at <https://www.lawhelpmn.org/>.~~

e. ~~Delivery of Notice.~~ The owner, or an agent for the owner, shall deliver any notice required by this subsection personally or by first-class mail to the address of the affordable housing unit. Such notice may, in addition to but not in place of personal delivery or delivery by first-class mail, be delivered to any email or other electronic means to the tenant at the tenant's email address or electronic account.

f. ~~Enforcement.~~ In addition to any other remedy available at equity or law, failure to comply with the provisions of this subsection may result in adverse rental license actions, the imposition of administrative fines, or other penalties as provided in law.

g. ~~Waiver Not Allowed.~~ The parties to a written or oral lease of an affordable housing unit shall not waive or modify the requirements imposed by this subsection. Any such waiver provision that may exist in a lease is not enforceable.

5. ~~Just Cause Notice of Nonrenewal of Lease to Tenants.~~

a. ~~Just Cause Notice.~~ An owner of an affordable housing unit shall not issue a notice of nonrenewal of tenancy, refuse to renew, or issue a notice to quit unless the owner is able to establish one or more of the following grounds for such action:

(1) ~~Non-payment of Rent.~~ The tenant fails to pay all monies owed to an owner after receiving a written notice of non-payment from the owner;

(2) ~~Material Non-Compliance.~~ The tenant fails to cure a material breach of the lease after receiving a written notice from the owner;

(3) ~~Refusal to Renew.~~ The tenant refuses to renew or extend the lease after the owner requests in writing that the tenant do so;

- ~~(4) — Occupancy by Property Owner or Family Member. The owner, in good faith, seeks to recover possession of the unit so that the owner or a family member may occupy the unit as that person’s principal residence;~~
- ~~(5) — Building Demolishment or Conversion. The owner either:~~
 - ~~(i) — Elects to demolish the building in which the affordable housing unit is located, convert it to a cooperative, provided the owner complies with the provisions of Minnesota Statutes, chapter 515B, or convert it to non-residential use, provided that the owner shall obtain all permits necessary to demolish or change the use before terminating any tenancy;~~
 - ~~(ii) — The owner seeks, in good faith, to recover the unit to sell it in accordance with a condominium conversion, provided the owner complies with the provisions of Minnesota Statutes, chapter 515B; or~~
 - ~~(iii) — The unit is being converted to a unit subsidized under a local, state, or federal housing program and the tenant does not qualify to rent the unit under that program;~~
- ~~(6) — Rehabilitation and Renovation. The owner seeks, in good faith, to recover possession of the unit that will render the unit uninhabitable for the duration of rehabilitation or renovation;~~
- ~~(7) — Complying with a Government Order to Vacate. The owner is complying with a government agency’s order to vacate, order to abate, or any other order that necessitates the vacating of the unit as a result of a violation of City Code or any other provision of law including, but not limited to, Section 12-911 related to conduct, disorderly activities, or nuisances; or~~
- ~~(8) — Occupancy Conditioned on Employment. The tenant’s occupancy is conditioned upon employment on the property and the employment relationship is terminated.~~
- ~~b. — Owner Responsibilities. Any lease for an affordable housing unit shall include just cause notice language as follows:~~

~~“The landlord under this lease shall not unilaterally terminate or attempt to terminate the tenancy of any tenant unless the landlord can prove that just cause exists. The reasons for termination or nonrenewal of tenancy listed in the City of Brooklyn Center’s Just Cause Notice (Section 12-912D(5)), and no others, shall constitute just cause under this provision.”~~
- ~~e. — Nonrenewal Notice Requirements. An owner providing a notice of nonrenewal of a tenancy to a tenant of an affordable housing unit shall: (1) comply with all notice requirements under the lease and applicable law; (2) include in such notice a written statement of the reasons for the nonrenewal and the facts in support of those~~

~~reasons, and (3) maintain documentation totaling the number of notices of nonrenewal issued by the owner.~~

~~d. City Right to Inspection of Nonrenewal Notices. Within ten days of any request by the City, the owner of an affordable housing building shall provide to the City copies of its documentation totaling the number of notices of nonrenewal issued by the owner.~~

~~e. Application. This Section applies to every lease, written or oral, for an affordable housing unit.~~

~~f. Waiver Not Allowed. The parties to a written or oral lease of an affordable housing unit shall not waive or modify the requirements imposed by this subsection. Any such waiver provision that may exist in a lease is not enforceable.~~

6. Private Enforcement of Tenant Protection Ordinance. Any tenant or former tenant of an affordable housing unit harmed by an owner's violation of this Section 12-912D may bring an action against the owner in district court. Such person shall be entitled to all remedies available at law or in equity including, but not limited to, damages and injunctive relief. Any plaintiff that prevails in such action may be awarded reasonable attorney's fees and expenses.

7.6. Notice of Violation. A tenant of an affordable housing unit who believes the new owner of the affordable housing building has not provided the tenant the protections required under this Section 12-912D may submit a notice of violation to the City. The purpose of the notice is to inform the City of an alleged violation of this Section to assist the City in determining whether to impose an administrative penalty provided for in this Section, not issue a rental license to the new owner as provided in Section 12-901(8), or to take action on the rental license as provided in Section 12-910. The City is not required to take any particular action in response to a notice of violation and any enforcement action it does take shall be on behalf of the City, not the tenant. Filing a notice of violation does not prohibit the tenant from pursuing any remedy available to the tenant under law.

8.7. Penalties.

a. Administrative Penalty. Failure to provide the notice of transfer or to pay relocation assistance when required under this Section is an administrative offense for which a citation may be issued and a civil penalty imposed as provided in Chapter 18 of this Code.

b. Separate Offenses. A violation of this Section as to each dwelling unit shall constitute a separate offense.

Section 12-913. TYPE IV PROVISIONAL LICENSES.

1. Eligibility. Rental properties that meet the provisional licensing criteria as described in Section 12-901 are eligible only for provisional licenses.
2. Monthly Report. The City will provide by mail to each licensee a monthly report of any police and fire calls and incidents and applicable property Code violations as described in Section 12-901.
3. Mitigation Plan. The applicant for a provisional license must submit for Compliance Official review and approval a mitigation plan for the license period. The mitigation plan shall describe steps proposed by the applicant to reduce the number of police and fire calls and/or the property Code issues described in Section 12-901 and 12-911 to a level that qualifies for a Type I, II, or III license. The mitigation plan may include such steps as changes in tenant screening procedures, changes in lease terms, security measures, rules and regulations for tenant conduct, security personnel, and time frame to implement all phases of the Crime Free Housing Program. The Compliance Official may require modifications to the proposed mitigation plan to ensure it effectively addresses the issues that resulted in the applicant not being eligible for a different type of license. An applicant may appeal the Compliance Official's decision regarding the mitigation plan by filing a written appeal within 10 days of the date of the decision. The appeal must state the reasons for the appeal, the alleged error, and the relief being sought from the appeal.
4. Council Consideration. The Council shall act on whether to approve the application. Approval of the license shall be conditioned on compliance with the mitigation plan as approved by the Compliance Official. If the applicant filed a timely appeal of the Compliance Official's decision regarding the mitigation plan, the Council shall hear the appeal and may uphold, overturn, or amend the Compliance Official's decision.
5. Compliance with Mitigation Plan. The licensee shall comply with the mitigation plan as approved or as modified by the Council as a result of an appeal. Failure to implement and comply with the mitigation plan shall constitute sufficient grounds for a license action under Section 12-910.

Section 12-914. CRIME FREE HOUSING PROGRAM. For the purpose of this Chapter, the Crime Free Housing Program shall mean the nationally recognized program, unless otherwise indicated. The phases of the program include, but are not limited to, the conditions set forth below.

1. Phase I. For license categories other than Type I, an owner, manager, or local agent responsible for the operation of the rental property must complete the Phase I training of the Crime Free Housing Program or a similar course approved by the City Manager. Certification as a rental property manager may also satisfy this requirement. Phase I includes the following:

- a. Attend an eight-hour crime-free housing course presented by police, fire, public housing and others.
 - b. Use a written lease including the Minnesota Crime Free Housing Lease Addendum.
 - c. Check the criminal background of all prospective tenants and, upon request, provide a copy of Third Party Background Check procedures for Tenants.
 - d. Actively pursue the eviction of tenants who violate the terms of the lease and/or the Crime Free Lease Addendum.
2. Phase II. Includes Phase I plus the following:
- a. Complete a Security Assessment and complete the security improvements recommended. This phase will certify that the rental property has met the security requirements for the tenant's safety.
3. Phase III. Includes Phases I and II plus the following:
- a. For properties with more than four units, conduct resident training annually for the residents where crime watch and crime prevention techniques are discussed.
 - b. For properties with more than four units, hold regular resident meetings.
 - c. For a property that has received consecutive Type IV rental licenses, the applicant, owner, or local agent is required to schedule and attend an inspection consultation at the property.

Section 12-915. CRIME FREE/DRUG FREE HOUSING LEASE ADDENDUM REQUIREMENTS. All tenant leases, except for state licensed residential facilities, shall contain the Crime Free/Drug Free Housing Lease Addendum in a form approved by the City. The Crime Free/Drug Free provisions are in addition to all other terms of the lease and do not limit or replace any other provisions. These lease provisions shall be incorporated into every new and renewed lease for a tenancy beginning April 1, 2010. Failure of a licensee to enforce a single violation of the terms of the addendum shall constitute sufficient grounds for action on a license under Section 12-910.

Section 12-916. TENANT BACKGROUND CHECKS.

- 1. All licensees will conduct criminal background checks on all prospective tenants 18 years and older and any subsequent persons 18 years or older residing in the dwelling unit. The criminal background check must include the following:
 - a. A statewide (Minnesota) criminal history check of all tenants who are 18 years of age or older and persons subsequently residing in the dwelling unit who are 18 years of age or older (collectively referred to in this Section as "tenants") covering at least the last three years; the check must be done "in

person” or by utilizing the most recent update of the state criminal history files;

- b. A statewide criminal history check from the tenant’s previous state of residence if the tenant is moving directly from the previous state;
- c. A criminal history check of any tenant in his or her previous states of residence covering the last three years if they have not resided in Minnesota for three years or longer;
- d. A criminal history check of any tenant must be conducted in all seven counties in the metro Twin City area covering at least the last three years including all misdemeanor, gross misdemeanor, and felony convictions;
- e. Licensees will retain criminal history check information for at least one year after the date of the check or, if the subject of the check becomes a tenant of the licensed premises, one year after the subject of the check has ceased to be a tenant. Such information shall be available for inspection upon request by the City Manager or the City Manager’s designee; and
- f. Licensees must have written screening criteria that is provided to the applicant.

Section 12-1001. ENFORCEMENT AND INSPECTION AUTHORITY. The City Manager and the Manager’s designated agents shall be the Compliance Official who shall administer and enforce the provisions of this Chapter and who is hereby authorized to cause inspections on a scheduled basis for rental dwelling units, and other buildings when reason exists to believe that a violation of this Chapter has been or is being committed. Inspections shall be conducted during reasonable times, and the Compliance Official shall present evidence of official capacity to the occupant in charge of a respective dwelling unit.

Section 12-1002. INSPECTION ACCESS. Pursuant to Minnesota Statutes, Section 504B.211, the owner, manager, or local agent is responsible for scheduling the inspection and notifying any existing tenant of the inspection. The owner, manager, or local agent, must provide access to the requesting City authorized agent at the scheduled inspection time or as requested. Any owner, occupant, or other person in charge of a building may refuse to permit free access and entry to the structure or premises under that person’s control for inspection pursuant to this Chapter, whereupon the Compliance Official may seek a court order authorizing such inspection.

Section 12-1101. UNFIT FOR HUMAN HABITATION.

- 1. Any building or portion thereof, that is damaged, decayed, dilapidated, insanitary, unsafe, vermin or rodent infested, or that lacks provision for basic illumination, ventilation or sanitary facilities to the extent that the defects create a hazard to the health, safety or welfare of the occupants or of the public may be declared unfit for human habitation. Whenever any building or premises has been declared unfit for

human habitation, the Compliance Official shall order same vacated within a reasonable time and shall post a placard on same indicating that it is unfit for human habitation, and any operating license previously issued for such dwelling units shall be revoked.

2. It shall be unlawful for such building or portion thereof to be used for human habitation until the defective conditions have been corrected and written approval has been issued by the Compliance Official. It shall be unlawful for any person to deface or remove the declaration placard from any such building.

Section 12-1103. HAZARDOUS BUILDING DECLARATION. In the event that a building has been declared unfit for human habitation and the owner has not remedied the defects within a prescribed reasonable time, the building may be declared a hazardous building and treated consistent with the provisions of Minnesota Statutes.

Section 12-1201A. COMPLIANCE ORDER. COMPLIANCE ORDER. Whenever the Compliance Official determines that any building or portion thereof, or the premises surrounding any of these, fails to meet the provisions of this Chapter, a compliance order shall be issued setting forth the violations of the Chapter and ordering the owner, occupant, operator, or agent to correct such violations at the expense of the owner, occupant, operator or agent. This compliance order shall:

1. Be in writing.
2. Describe the location and nature of the violations of this Chapter.
3. Establish a reasonable time for the correction of such violation, not to exceed 10 days, and notify of appeal recourse.
4. Be served upon the owner or agent or occupant, as the case may require. Such notice shall be deemed to be properly served upon such owner or agent, or upon any such occupant, if a copy thereof is:
 - a. Served upon owner, agent or occupant personally; or
 - b. Sent by 1st class mail to his/her last known address; or
 - c. Upon failure to effect notice through (a) and (b) as set out in this Section, posted at a conspicuous place in or about the building, or portion thereof, that is affected by the notice.

Violations may be cited by the City and prosecuted, and license suspension, revocation or non-renewal may be undertaken by the City whether or not a compliance order has been issued.

Section 12-1201B. ACTION PLAN. The Compliance Official may require an action plan to be completed by the licensee, manager, or local agent in a designated time frame that indicates the steps taken to correct identified violations and the measures to be taken to ensure ongoing compliance with City Ordinances and applicable Codes.

Section 12-1202. RIGHT OF APPEAL. When it is alleged by any person to whom a compliance order is directed that such compliance order is based upon erroneous interpretation of this Chapter, such person may appeal the compliance order to the City Council sitting as a board of appeals. Such appeals must be in writing, must specify the grounds for the appeal, must be accompanied by a filing fee as set forth per council resolution, in cash or cashier's check, and must be filed with the department of planning and inspection within five (5) business days after service of the compliance order. The filing of an appeal shall stay all proceedings in furtherance of the action appealed from, unless such a stay would cause imminent peril to life, health, or property.

Section 12-1203. BOARD OF APPEALS DECISION. Upon at least five (5) business days notice to the appellant of the time and place for hearing the appeal, and within thirty (30) days after said appeal is filed, the board of appeals shall hold a hearing thereon, taking into consideration any advice and recommendation from the advisory housing commission. The board of appeals may reverse, modify, or affirm, in whole or in part, the compliance order and may order return of all or part of the filing fee if the appeal is upheld.

Section 12-1204. RESTRICTIONS ON TRANSFER OF OWNERSHIP. It shall be unlawful for the owner of any building, or portion thereof, upon whom a pending compliance order has been served to sell, transfer, mortgage, lease or otherwise dispose thereof to another person until the provisions of the tag or compliance order have been complied with, unless such owner shall furnish to the grantee, lessee, or mortgagee a true copy of any notice of violation or compliance order and shall obtain and possess a receipt of acknowledging. Anyone securing an interest in the building, or portion thereof, who has received notice of the existence of a violation tag or compliance order shall be bound by same without further service of notice and shall be liable to all penalties and procedures provided by this Chapter.

Section 12-1205. FAILURE TO CORRECT COMPLIANCE ORDERS. Any person who fails to comply with a compliance order and any person who fails to comply with a modified compliance order within the time set therein, upon conviction therefor shall be guilty of a misdemeanor, punishable in accordance with state law. Nothing in this Chapter however is deemed to limit other remedies or civil penalties available to the City under this Code or state law. Each day of such failure to comply shall constitute a separate punishable offense.

Section 12-1206. EXECUTION OF COMPLIANCE ORDERS BY PUBLIC AUTHORITY. Upon failure to comply with a compliance order within the time set therein and no appeal having been taken, or upon failure to comply with a modified compliance order within the time set therein, the criminal penalty established hereunder notwithstanding, the City may, upon not less than ten (10) days' notice to the landowner, cause the cited deficiency to be remedied as set forth in the compliance order. The cost of such remedy shall be a lien against the subject real estate and may be levied and collected as a special assessment in the manner provided by Minnesota Statutes, Chapter 429, but the assessment shall be payable in a single installment.

Section 12-1301. ALTERNATIVE SANCTIONS. Notwithstanding the availability of the foregoing compliance procedures and the penalties, whenever the Compliance Official determines that any building, or portion thereof, or the premises surrounding any of these fails to meet the

requirements set forth in this Chapter, the Compliance Official may issue a violation tag summoning the responsible person into court or request the issuance of a criminal complaint and arrest warrant.