

Terri Brncic – Council Candidate

- 1. With housing affordability an ever-increasing challenge across Colorado, rent control has come up in discussions. This is evidenced by this year's proposal at the state legislature. Have you researched the topic of rent control? If so, do you think that it is something that makes sense for Boulder?**

I do not believe that rent control is an effective tool for creating affordable housing. I am from San Francisco and have had the opportunity to experience rent control first hand. Landlords and investors are rational participants in the housing market and will always optimize for profit. In the case of rent control (at least in SF), this meant that they opted to move-in, buy-out or convert to condo their properties in order to avoid the rent control requirements. This took rental housing stock off the market and, if/when they did rebuild, it was largely into higher-end rental properties with even less affordability than before. Also, rent control incentivizes landlords to turnover their leases as frequently as possible in order to maximize rent adjustments. This is achieved by neglecting property maintenance and tenant concerns and ultimately leads to less stability in the market.

In my opinion, a better solution for rental affordability is using a benefit recapture model similar to that applied to ADU variances. In exchange for a non-standard benefit that will accrue to the property owner, they agree to a rental affordability covenant that will transfer some of this benefit back to the renter. I think this model would have worked particularly well in concert with the recent occupancy limits change. In exchange for a 4th or 5th tenant, the landlord would agree to reduced rent on the incremental tenant additions. This would ensure that the majority of the benefit of increased occupancy would flow directly to the renters and result in targeted rental reductions.

- 2. Who is responsible for tenant behavior whether good or bad? The tenant, the police, the university (if student), the landlord? How is responsibility determined? How can you ensure that any remedies are fair to all involved?**

A lease is a legal contract between landlord and tenant. Therefore, I believe the tenant is primarily responsible for their own behavior. They are expected to abide by the provisions of the lease and respect the rights of their neighbors and the property. Using the City of Boulder Landlord-Tenant handbook as a resource during the lease initiation process ensures that proper expectations are set and that both parties are aware of local laws. In order to avoid ambiguity regarding responsibility determinations, it is critical that lease agreements are written in accordance with local and state regulations and that they address all key provisions. Responsibility for failures to abide by the lease terms should be determined based on legal precedents and local laws and regulations. To ensure fair remedies, it is important that landlords and tenants communicate and address issues early on to prevent them from escalating. Both parties should know the law and be informed about their rights. Landlords should seek to maintain consistent enforcement of lease provisions so that there are no questions regarding fairness or equity.

- 3. With the passage of HB23-1255 that prohibits growth caps, thus repealing the growth cap in Boulder, how do you intend to support both staff and citizens in streamlining the building process?**

First and foremost, we need better training at the Planning Department with an emphasis on customer service and collaborative problem-solving. We need to reorient the thinking in the department to recognize that Boulder residents and businesses are their “customers” and should be approached with a solutions mindset rather than an adversarial one.

I also think the City needs to be more mindful of the impact of its frequent code changes. While it is important that Boulder be at the forefront of innovative and sustainable planning policy, these changes need to be balanced against the added cost and time burden imposed on housing development. We need to find a middle ground that will help us achieve our sustainability goals while also considering the implications on affordable and attainable housing.

For our residential and commercial real estate developers, I think we need to look at our planning and permitting processes as an opportunity to drive better outcomes in affordability. Perhaps the City could offer fast track permitting options in exchange for enhanced affordability features. Speed of redevelopment is clearly a big motivator and so the City should leverage this component to drive better outcomes all around.

- 4. Just recently there was a bill introduced in the legislature entitled HB23-1171 Just Cause Eviction. If passed it would have prohibited the landlords ability to “Non – renew” a tenant. A non-renewal is simply the landlord not offering the tenant the ability to renew at the end of a lease term. Notice is given. This bill did not pass. We would like to hear your thoughts on the ability of a landlord to “non-renew”?**

Just-Cause Evictions are a really important tool in a rent control environment to prevent landlords from churning leases to take advantage of vacancy rent adjustments. However, as a landlord here in Boulder and SF, I don't see any justification for this type of provision in a market where rent increases are unregulated. A lease is a relationship between a landlord and tenant. Both parties are incentivized to maintain the lease arrangement - for the landlord, to maximize cash flows and for the tenant, to retain stable housing. Since landlords have latitude to raise rent upon renewal, there is very little incentive to non-renew without cause unless the landlord is seeking an alternative use for the property - in which case, they should have the full discretion to use their property as they see fit.

That said, I think it is important that there are clear provisions in the lease that provide guardrails in the event of a non-renewal. In particular, requiring the landlord to provide adequate notice and to provide transparency around the reasons for non-renewal in order to prevent discriminatory practices.