



## Memorandum

Date: November 22, 2022

To: City Council

From: Brad Medrud, Planning Manager

Subject: Tumwater Housing Action Plan –Tenant Protections – Ordinances No. O2022-010  
*Unfair Housing Practices* and O2022-012 *Rental Housing Code*

---

### I. Issue

After the City Council adopted Resolution No. R2018-016 in the summer of 2018, the City has undertaken a number of actions to address homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues.

As part of this work, the City reviewed actions and measures to take to support tenant protections as a way to make it easier for City residents who rent to access housing and stay housed.

In September 2021, the City Council adopted the *Tumwater Housing Action Plan*, which informs the City's Comprehensive Plan policies and development regulations, guide implementation strategies, and provide actions to help the City meet its housing needs.

At its March 22, 2022 worksession, the City Council discussed potential actions to address tenant protections that the City could undertake alone or on a regional basis. At the conclusion of that discussion, the City Council asked staff to prepare the three following priority items for further consideration:

- 1) Ordinances to address tenant protections in Title 5 *Business Taxes, Licenses and Regulations*;
- 2) An ordinance to establish a rental registration program in Title 5 *Business Taxes, Licenses and Regulations* to communicate with tenants and landlords about rental regulations with the potential of using the program in the future for regular inspections of rental units; and
- 3) A scope for a contract with the Dispute Resolution Center for tenant and landlord conflict resolution services.

This memorandum discusses the two ordinances that address tenant protections in Title 5 *Business Taxes, Licenses and Regulations* (O2022-010 *Unfair Housing Practices* and O2022-012 *Rental Housing Code*).

The General Government Committee received a briefing on the ordinances on October 12, 2022. The General Government Committee recommended changing the state required 60-day notice to a 90-day written notice in TMC 5.75.090 for when a landlord terminated a tenancy for no cause. With the change, the General Government Committee recommended approval of the two ordinances. The two ordinances are scheduled for a City Council worksession on November 22, 2022 with City Council consideration to follow on December 6, 2022.

An ordinance to establish a rental registration program and a contract for services with the Dispute Resolution Center are expected to be discussed by the General Government Committee at their meeting on December 14, 2022.

The General Government Committee

## **Contents**

I.	Issue.....	1
II.	Background.....	2
III.	Actions by Other Jurisdictions.....	3
IV.	Addressing Proposed Tenant Protections.....	3
V.	Additional Notice Required .....	22
	Appendix 1. City of Olympia Rental Housing Ordinance .....	23
	Appendix 2. City of Auburn Ordinances and Regulations.....	24
	Appendix 3. City of Auburn– Rental Housing Policy (ACC 5.23) .....	26
	Appendix 4. City of Burien– Rental Housing Policy (BMC 5.63) .....	37
	Appendix 5. City of Kenmore– Notice of Rent Increase (KMC 8.55) .....	48
	Appendix 6. City of Tacoma – Rental Housing Code (TMC 1.95) .....	50

## **II. Background**

In the spring of 2022, staff integrated *Tumwater Housing Action Plan* actions and City work group measures for City Council consideration in a suggested order of priority items to address the Action #9 in Resolution No. R2018-016.

The priority item list included actions and potential measures amendments to the Tumwater Municipal Code as well as actions and potential measures addressed through education and communication efforts led by the City. For most of the actions and potential measures, staff recommended that the City Council discuss developing a communications strategy to let landlords and tenants know what the City is doing, a schedule for staff to develop and run the

programs, and funding through the 2023-24 biennial budgeting process for staffing and other costs.

As part of the communications strategy for the adoption of such actions and potential measures, staff suggested that there should be conversations with tenants, housing advocates, such as Together! and Homes First, and property owners, landlords, and real estate management companies, to review and provide comment on the implementation of the actions and potential measures considered. The updated draft list of actions and potential measures could also be sent to housing staff at Thurston County and the cities of Lacey and Olympia to get their thoughts and to renew suggestions for regional action.

### **III. Actions by Other Jurisdictions**

Staff reviewed tenant protection actions taken by five other Washington state cities and included some thoughts in the discussion below. Regulations and other materials can be found in the staff report appendices or included in the discussion packet.

- City of Olympia – A summary of the City of Olympia’s 2022 amendment to OMC 5.82 of the code can be found in Appendix 1.
- City of Auburn – A summary of the City of Auburn’s tenant protection related ordinances can be found in Appendix 2 and its Rental Housing Policy (ACC 5.23) can be found in Appendix 3.
- City of Burien – The City of Burien’s Rental Housing Code (BMC 5.63) can be found in Appendix 4.
- City of Kenmore – The City of Kenmore’s Notice of Rent Increase (KMC 8.55) can be found in Appendix 5.
- City of Tacoma – The City of Tacoma’s Rental Housing Code (TMC 1.95) can be found in Appendix 6. In addition, the City of Tacoma’s Rental Housing Code Information page is a good source of information:

<https://www.cityoftacoma.org/cms/one.aspx?pagelid=163295>.

### **IV. Addressing Proposed Tenant Protections**

The following are the *Tumwater Housing Action Plan* action and City work group measures that are addressed by the two tenant protection ordinances (O2022-010 *Unfair Housing Practices and O2022-012 Rental Housing Code*). Under each of the measures, there is a discussion of the applicable sections of Chapter 59.18 *RCW Residential Landlord-Tenant Act (RLTA)* and sections of applicable regulations from other jurisdictions, followed by the proposed City code language.

Some of the *Tumwater Housing Action Plan* actions and City work group measures would involve registration of property owners providing rental units as a first step to gather information on

number of units and contacts for education and updates on City programs. Such a list will be needed to make existing and proposed regulations effective.

An ordinance to establish a rental registration program and a contract for services with the Dispute Resolution Center are expected to be discussed by the General Government Committee at their meeting on December 14, 2022

***Action 2.e. Identify and implement appropriate tenant protections that improve household stability.***

- Such tenant projections could include code amendments as part of a new “Rental Housing Code” chapter in TMC Title 5 *Business Taxes, Licenses and Regulations* (Ordinance No. O2022-012 *Rental Housing Code*) that would address the following:

***Measure 2: Require landlords to distribute certain housing related information, including rights and responsibilities to tenants***

Notes

- City would need to develop set of standard required information
- Intended result would be better landlord and tenant education
- Best if cross jurisdictional

Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)

**RCW 59.18.060(12)(a)** touches on this with respect to the landlord’s duties to provide written notice disclosing fire safety and protection. It reads as follows:

*(12)(a) Provide a written notice to all tenants disclosing fire safety and protection information. The landlord or his or her authorized agent must provide a written notice to the tenant that the dwelling unit is equipped with a smoke detection device as required in RCW **43.44.110**. The notice shall inform the tenant of the tenant's responsibility to maintain the smoke detection device in proper operating condition and of penalties for failure to comply with the provisions of RCW **43.44.110**(3). The notice must be signed by the landlord or the landlord's authorized agent and tenant with copies provided to both parties. Further, except with respect to a single-family residence, the written notice must also disclose the following:*

*(i) Whether the smoke detection device is hard-wired or battery operated;*

*(ii) Whether the building has a fire sprinkler system;*

*(iii) Whether the building has a fire alarm system;*

*(iv) Whether the building has a smoking policy, and what that policy is;*

*(v) Whether the building has an emergency notification plan for the occupants and, if so, provide a copy to the occupants;*

*(vi) Whether the building has an emergency relocation plan for the occupants and, if so, provide a copy to the occupants; and*

*(vii) Whether the building has an emergency evacuation plan for the occupants and, if so, provide a copy to the occupants.*

*(b) The information required under this subsection may be provided to a tenant in a multifamily residential building either as a written notice or as a checklist that discloses whether the building has fire safety and protection devices and systems. The checklist shall include a diagram showing the emergency evacuation routes for the occupants.*

*(c) The written notice or checklist must be provided to new tenants at the time the lease or rental agreement is signed;*

**RCW 59.18.060(13)** discusses DOH information that landlord is required to provide. It reads as follows:

*(13) Provide tenants with information provided or approved by the department of health about the health hazards associated with exposure to indoor mold. Information may be provided in written format individually to each tenant, or may be posted in a visible, public location at the dwelling unit property. The information must detail how tenants can control mold growth in their dwelling units to minimize the health risks associated with indoor mold. Landlords may obtain the information from the department's website or, if requested by the landlord, the department must mail the information to the landlord in a printed format. When developing or changing the information, the department of health must include representatives of landlords in the development process. The information must be provided by the landlord to new tenants at the time the lease or rental agreement is signed;*

#### Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.030 *Distribution of information required.*
- City of Burien – BMC 5.63.030 *Distribution of information required.*
- City of Tacoma – TMC 1.95.030 *Distribution of information required.*

Proposed City Code Language

**5.75.030 Distribution of information required.**

**A. Distribution of resources by landlord.**

1. *At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the City, with a City of Tumwater informational website address designated by the City for the purpose of providing housing related information, including rights and responsibilities to tenants.*
2. *In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the housing related information, including rights and responsibilities to tenants that can be found on the website identified above.*

**B. Distribution of information packets by landlord.**

1. *The Director shall obtain and update as necessary, summaries of the Unfair Housing Practices chapter (TMC 5.70), the Rental Housing Code chapter (TMC 5.75), the state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.*
2. *A landlord shall provide a copy of the summaries prepared by the Director to every tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.*
3. *Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.*
4. *For existing tenants, landlords shall distribute copies of the summaries to existing tenants within thirty (30) days after the summaries are made available by the City.*
5. *The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting the tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City on an annual basis and when the City*

*updates its housing regulations, which may be in electronic form unless a tenant otherwise requests written summaries.*

*6. The packet prepared by the Director is informational only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or misinterpretation of the applicable laws.*

*C. Notice of resources. A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030.*

**Measure 3: *Require that deposits, as well as recurring and one time fees be in written agreements***

Notes

- Required in RLTA (RCW 59.18.260) for deposits or securities for leases one year and longer
- RCW 59.18.280-285 addresses the requirement for deposits and fees to be in writing
- It is unclear if recurring fees are included and this might be an area the City would want to address specifically

Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)

**RCW 59.18.260** reads as follows:

*If any moneys are paid to the landlord by the tenant as a deposit or as security for performance of the tenant's obligations in a lease or rental agreement, the lease or rental agreement shall be in writing and shall include the terms and conditions under which the deposit or portion thereof may be withheld by the landlord upon termination of the lease or rental agreement. If all or part of the deposit may be withheld to indemnify the landlord for damages to the premises for which the tenant is responsible, the rental agreement shall be in writing and shall so specify. No deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the commencement of the tenancy. The checklist or statement shall be signed*

*and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement. No such deposit shall be withheld on account of normal wear and tear resulting from ordinary use of the premises. The tenant has the right to request one free replacement copy of the written checklist. If the landlord collects a deposit without providing a written checklist at the commencement of the tenancy, the landlord is liable to the tenant for the amount of the deposit, and the prevailing party may recover court costs and reasonable attorneys' fees. This section does not limit the tenant's right to recover moneys paid as damages or security under RCW 59.18.280.*

**RCW 59.18.065** requires that:

*...when there is a written rental agreement for the premises, the landlord shall provide an executed copy to each tenant who signs the rental agreement. The tenant may request one free replacement copy during tenancy.*

**RCW 59.18.285** addresses nonrefundable fees as follows:

*No moneys paid to the landlord which are nonrefundable may be designated as a deposit or as part of any deposit. If any moneys are paid to the landlord as a nonrefundable fee, the rental agreement shall be in writing and shall clearly specify that the fee is nonrefundable. If the landlord fails to provide a written rental agreement, the landlord is liable to the tenant for the amount of any fees collected as nonrefundable fees. If the written rental agreement fails to specify that the fee is nonrefundable, the fee must be treated as a refundable deposit under RCW 59.18.260, 59.18.270, and 59.18.280.*

#### Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.040 *Deposit requirements, notice of rent increase requirements and installment payments permitted.*
- City of Burien – BMC 5.63.040 *Deposit requirements and installment payments permitted.*
- City of Olympia – Proposed OMC 5.832.050 *Pet Damage Deposits* and proposed OMC 5.832.050 *Limits to Move in Fees.*
- City of Tacoma – TMC 1.95.040 *Deposit requirements and installment payments permitted.*



Proposed City Code Language

**5.75.050 Notice of recurring fees.**

*Recurring fees that are not deposits addressed by RCW 59.18.280, RCW 59.18.283, and RCW 59.18.285 shall be included in the written rental agreement. If any moneys are paid to the landlord as a recurring fee and non-refundable, the rental agreement shall be in writing and shall clearly specify that the fee is recurring and non-refundable. If the landlord fails to provide a written rental agreement, the landlord is liable to the tenant for the amount of any fees collected as recurring fees and non-refundable. If the written rental agreement fails to specify that the fee is non-refundable, the fee must be treated as a refundable deposit under RCW 59.18.260, RCW 59.18.270, and RCW 59.18.280.*

**Measure 4:** *Make landlord failure to comply with required termination notice a renter defense to an unlawful detainer action and the landlord subject to liability and penalties*

Notes

- Right to counsel for indigent tenants per RCW 59.18.640
- City would need to provide education packet and require information
- Civil penalties would likely be available a deterrent
- Would likely be applicable only if a court case is filed
- RCW 59.18.240 addresses retaliation by landlord and the City would probably want to have a similar Tumwater specific provision

Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)

Not sure if this is of interest here, but RCW **59.18.090** addresses landlord's failure to remedy defective condition – tenant's choice of actions:

*If, after receipt of written notice, and expiration of the applicable period of time, as provided in RCW **59.18.070**, the landlord fails to remedy the defective condition within a reasonable time the tenant may:*

*(1) Terminate the rental agreement and quit the premises upon written notice to the landlord without further obligation under the rental agreement, in which case he or she shall be discharged from payment of rent for any period following the quitting date, and shall be entitled to a pro rata refund of any prepaid rent, and shall receive a full and specific*

*statement of the basis for retaining any of the deposit together with any refund due in accordance with RCW **59.18.280**;*

*(2) Bring an action in an appropriate court, or at arbitration if so agreed, for any remedy provided under this chapter or otherwise provided by law; or*

*(3) Pursue other remedies available under this chapter.*

You may also want to review **RCWs 59.18.100 and 59.18.110**. They address other Landlord failures to carry out duties, but may not necessarily be specific to what was discussed in the meeting.

**RCW 59.18.240** discusses prohibited reprisals or retaliatory actions by landlord:

*So long as the tenant is in compliance with this chapter, the landlord shall not take or threaten to take reprisals or retaliatory action against the tenant because of any good faith and lawful:*

*(1) Complaints or reports by the tenant to a governmental authority concerning the failure of the landlord to substantially comply with any code, statute, ordinance, or regulation governing the maintenance or operation of the premises, if such condition may endanger or impair the health or safety of the tenant; or*

*(2) Assertions or enforcement by the tenant of his or her rights and remedies under this chapter.*

*"Reprisal or retaliatory action" shall mean and include but not be limited to any of the following actions by the landlord when such actions are intended primarily to retaliate against a tenant because of the tenant's good faith and lawful act:*

*(a) Eviction of the tenant;*

*(b) Increasing the rent required of the tenant;*

*(c) Reduction of services to the tenant; and*

*(d) Increasing the obligations of the tenant.*

#### Applicable Regulations from Other Jurisdictions

- City of Tacoma – TMC 1.95.090(A)(2) *Compliance and enforcement.*

Proposed City Code Language

See section in **red** below.

**5.75.130 Compliance and enforcement.**

**A. Compliance.**

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tumwater entered into after \_\_\_\_\_, 2022, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.

2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and RCW 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant's good faith and their lawful rights to organize.

3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380).

a. In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to give a one hundred and twenty (120) day or ninety (90) day "no cause" notice to a monthly or periodic tenant as provided in TMC 5.75.090, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law.

b. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.

4. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.

**B. Rebuttable Presumption.**

1. If a landlord provides a ninety (90) day notice to vacate under TMC 5.75.090(C), and within ninety (90) days after the tenant vacates the dwelling unit, the landlord commences activity to demolish or substantially rehabilitate or change the use of the dwelling unit, the City shall presume

*that the landlord intended to avoid the one hundred and twenty (120) day notice to terminate requirement in TMC 5.75.090(B).*

*2. To overcome the presumption in subsection B.1, the landlord must demonstrate by a preponderance of evidence that the termination was either due to proper cause or, in the case of substantial rehabilitation, that the tenant left the dwelling uninhabitable such that substantial rehabilitation was necessary to rent the dwelling.*

*C. Powers and duties of the Director.*

*1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.*

*D. Violations.*

*1. If a violation of this chapter occurs, the Director shall follow the civil enforcement of code process in TMC 1.10.*

**Measure 5: Prohibit waiving of city requirements**

Notes

- Same waiver protections for municipal requirements as RLTA (RCW 59.18.230)
- RCW 59.18.230 addresses the prohibition of waivers in leases and the City would probably want to have a similar Tumwater specific provision.

Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)

**RCW 59.18.230 was revised in 2022.** It now reads as follows:

*(1)(a) Any provision of a lease or other agreement, whether oral or written, whereby any section or subsection of this chapter is waived except as provided in RCW **59.18.360** and shall be deemed against public policy and shall be unenforceable. Such unenforceability shall not affect other provisions of the agreement which can be given effect without them.*

*(b) Any agreement, whether oral or written, between a landlord and tenant, or their representatives, and entered into pursuant to an unlawful detainer action under this chapter that requires the tenant to pay any amount in violation of RCW **59.18.283** or the statutory judgment amount limits under RCW **59.18.410** (1) or (2), or waives any rights of the tenant under RCW **59.18.410** or any other rights afforded under this chapter except as provided in RCW **59.18.360** is void and unenforceable. A landlord*

*may not threaten a tenant with eviction for failure to pay nonpossessory charges limited under RCW 59.18.283.*

*(2) No rental agreement may provide that the tenant:*

*(a) Agrees to waive or to forgo rights or remedies under this chapter; or*

*(b) Authorizes any person to confess judgment on a claim arising out of the rental agreement; or*

*(c) Agrees to pay the landlord's attorneys' fees, except as authorized in this chapter; or*

*(d) Agrees to the exculpation or limitation of any liability of the landlord arising under law or to indemnify the landlord for that liability or the costs connected therewith; or*

*(e) And landlord have agreed to a particular arbitrator at the time the rental agreement is entered into; or*

*(f) Agrees to pay late fees for rent that is paid within five days following its due date. If rent is more than five days past due, the landlord may charge late fees commencing from the first day after the due date until paid. Nothing in this subsection prohibits a landlord from serving a notice to pay or vacate at any time after the rent becomes due.*

*(3) A provision prohibited by subsection (2) of this section included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by him or her to be prohibited, the tenant may recover actual damages sustained by him or her, statutory damages not to exceed ~~((five hundred dollars))~~\$500, costs of suit, and reasonable attorneys' fees.*

*(4) The common law right of the landlord of distress for rent is hereby abolished for property covered by this chapter. Any provision in a rental agreement creating a lien upon the personal property of the tenant or authorizing a distress for rent is null and void and of no force and effect. Any landlord who takes or detains the personal property of a tenant without the specific written consent of the tenant to such incident of taking or detention, and who, after written demand by the tenant for the return of his or her personal property, refuses to return the same promptly shall be liable to the tenant for the value of the property retained, actual damages, and if the refusal is intentional, may also be liable for damages of up to ~~((five hundred dollars))~~\$500 per day but not to exceed ~~((five thousand dollars))~~\$5,000, for each day or part of a day that the tenant is deprived of his or her property. The prevailing party may recover his or her costs of suit and a reasonable attorneys' fee.*

*In any action, including actions pursuant to chapters **7.64** or **12.28** RCW, brought by a tenant or other person to recover possession of his or her personal property taken or detained by a landlord in violation of this section, the court, upon motion and after notice to the opposing parties, may waive or reduce any bond requirements where it appears to be to the satisfaction of the court that the moving party is proceeding in good faith and has, prima facie, a meritorious claim for immediate delivery or redelivery of said property.*

Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.070(B) *Just cause eviction.*
- City of Burien – BMC 5.63.070(2) *Just cause eviction.*
- City of Kenmore – KMC 8.55.040 *Rental agreement that waives tenant's remedies prohibited – Exception.*
- City of Tacoma – TMC 1.95.090(A)(3)(b) *Compliance and enforcement.*

Proposed City Code Language

See section in **red** below.

**5.75.130 Compliance and enforcement.**

**A. Compliance.**

1. *Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tumwater entered into after \_\_\_\_\_, 2022, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.*
2. *A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and RCW 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant's good faith and their lawful rights to organize.*
3. *Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380).*
  - a. *In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to give a one hundred and twenty (120) day or ninety*

*(90) day “no cause” notice to a monthly or periodic tenant as provided in TMC 5.75.090, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law.*

*b. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.*

*4. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.*

*B. Rebuttable Presumption.*

*1. If a landlord provides a ninety (90) day notice to vacate under TMC 5.75.090(C), and within ninety (90) days after the tenant vacates the dwelling unit, the landlord commences activity to demolish or substantially rehabilitate or change the use of the dwelling unit, the City shall presume that the landlord intended to avoid the one hundred and twenty (120) day notice to terminate requirement in TMC 5.75.090(B).*

*2. To overcome the presumption in subsection B.1, the landlord must demonstrate by a preponderance of evidence that the termination was either due to proper cause or, in the case of substantial rehabilitation, that the tenant left the dwelling uninhabitable such that substantial rehabilitation was necessary to rent the dwelling.*

*C. Powers and duties of the Director.*

*1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.*

*D. Violations.*

*1. If a violation of this chapter occurs, the Director shall follow the civil enforcement of code process in TMC 1.10.*

**Measure 7: Require notification a set number of days prior to a no-cause termination**

**Part 1**

**Notes**

- State law requires a 60-day notice period to end tenancy by landlords unless specific conditions are met per ESHB 1236

- Would 90 days be more useful and when would be the best situations?
- For month to month, 120-day notice required for change to condominium, demolition, or substantial rehabilitation by landlord
- RCW 59.18.200 and RCW 59.18.650 cover eviction notice. I think this takes care of our concerns. No additional action required.

Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)

This is addressed in **RCW 59.18.200(2)** as follows:

*(2)(a) Whenever a landlord plans to change to a policy of excluding children, the landlord shall give a written notice to a tenant at least 90 days before the tenancy ends to effectuate such change in policy. Such 90-day notice shall be in lieu of the notice required by subsection (1) of this section. However, if after giving the 90-day notice the change in policy is delayed, the notice requirements of subsection (1) of this section shall apply unless waived by the tenant.*

*(b) Whenever a landlord plans to change any apartment or apartments to a condominium form of ownership, the landlord shall provide a written notice to a tenant at least 120 days before the tenancy ends, in compliance with RCW **64.34.440**(1), to effectuate such change. The 120-day notice is in lieu of the notice required in subsection (1) of this section. However, if after providing the 120-day notice the change to a condominium form of ownership is delayed, the notice requirements in subsection (1) of this section apply unless waived by the tenant.*

*(c)(i) Whenever a landlord plans to demolish or substantially rehabilitate premises or plans a change of use of premises, the landlord shall provide a written notice to a tenant at least 120 days before the tenancy ends. This subsection (2)(c)(i) does not apply to jurisdictions that have created a relocation assistance program under RCW **59.18.440** and otherwise provide 120 days' notice.*

Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.070 *Just cause eviction*.
- City of Burien – BMC 5.63.
- City of Tacoma – TMC 1.95.070 *Notice to vacate requirements*.



Proposed City Code Language

- The General Government Committee recommended changing the state required 60-day notice to a 90-day notice at their October 12, 2022 briefing. See section in red below.

**5.75.090 Notice to vacate requirements.**

A. *The notice requirements provided in this subsection apply when premises are rented with monthly or other periodic tenancy.*

B. *Requirement for notice to tenant when tenant displaced. When a tenant is to be displaced, a landlord may only terminate the tenancy by providing a tenant with written notice of at least one hundred and twenty (120) days preceding the end of the month or period of tenancy. For any notice provided under this subsection, the landlord shall also provide at the same time the information required under TMC 5.75.030.*

C. *Requirement for notice to tenant for no cause termination. Unless provided otherwise under federal or state law applicable to low-income or affordable housing programs or under subsection B above, a landlord may only terminate a tenancy for no cause by providing the tenant written notice of at least **ninety (90) days** preceding the end of the month or period of tenancy. Notices that are exempt from this subsection include, but are not limited to, three-day notice to pay or vacate, three-day notice for waste or nuisance, or ten-day notice to comply with the terms of the rental agreement or vacate.*

D. *Notice requirements, generally.*

1. *Notices provided in this section shall comply with RCW 59.12.040 and RCW 59.18.650, as they exist and as they hereinafter are amended.*

2. *The notice shall list the name of the tenant and the dwelling unit number.*

3. *Proof of any service under this section must be made by the affidavit or declaration of the person providing the notice. When a copy of the notice is sent through the mail as provided in this section, service shall be deemed complete when such copy is deposited in the United States mail.*

E. *The notices required herein do not apply when:*

1. *A landlord terminates for nonpayment of rent or for other cause allowed by the state RLTA, chapter 59.18 RCW, or the Forcible Entry and Forcible and Unlawful Detainer Act, chapter 59.12 RCW; or*

2. *A landlord is required to repair the dwelling unit due to a violation of the “International Property Maintenance Code”, TMC 15.18, or other city regulations or is found to be either derelict or unfit.*

## **Part 2**

### **Notes**

- Need to review state law for exemptions for military families on evictions.

### **Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)**

**RCW 59.18.200(b)** states,

*(b) Any tenant who is a member of the armed forces, including the national guard and armed forces reserves, or that tenant's spouse or dependent, may end a rental agreement with less than 20 days' written notice if the tenant receives permanent change of station or deployment orders that do not allow a 20-day written notice.*

And **RCW 59.18.220** outlines armed forces exceptions to end of tenancy as follows:

*(1) Except as limited under RCW **59.18.650**, in cases where premises are rented for a specified time, by express or implied contract, the tenancy shall be deemed expired at the end of such specified time upon notice consistent with RCW **59.18.650**, served in a manner consistent with RCW **59.12.040**.*

*(2) Any tenant who is a member of the armed forces, including the national guard and armed forces reserves, or that tenant's spouse or dependent, may end a tenancy for a specified time if the tenant receives permanent change of station or deployment orders. Before ending the tenancy, the tenant, or that tenant's spouse or dependent, shall provide written notice of 20 days or more to the landlord, which notice shall include a copy of the official military orders or a signed letter from the service member's commanding officer confirming any of the following criteria are met:*

*(a) The service member is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;*

*(b) The service member is prematurely or involuntarily discharged or released from active duty;*

*(c) The service member is released from active duty after having leased the rental premises while on active duty status and the rental premises is 35*

*miles or more from the service member's home of record prior to entering active duty;*

*(d) After entering into a rental agreement, the commanding officer directs the service member to move into government provided housing;*

*(e) The service member receives temporary duty orders, temporary change of station orders, or active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period not less than 90 days; or*

*(f) The service member has leased the property, but prior to taking possession of the rental premises, receives change of station orders to an area that is 35 miles or more from the location of the rental premises.*

#### Applicable Regulations from Other Jurisdictions

- None.

#### Proposed City Code Language

- No changes proposed.

### ***Measure 8: Require notification a set number of days prior to any rent increase***

#### Notes

- See City of Kenmore example below:

#### **8.55.020 Regulations.**

For any rental agreement or renewal of a rental agreement for a residential rental unit in the City of Kenmore entered into after September 1, 2019, the landlord shall include or shall be deemed to include a provision requiring a minimum of 90 days' prior written notice whenever the periodic or monthly housing costs to be charged a tenant are to increase by 10 percent or more over the periodic or monthly rental rate charged the same tenant for the same rental unit and same services for any period or month during the preceding 12-month period.

- 60-day notice for increase in rent in RCW 59.18.140 added by ESHB 1440 in 2019
- City of Olympia recently updated there notice time as follows:
  - 120 days notice required for rent increases over 5% (Effective four month after adoption of Olympia's ordinance in August 2022)

- 180 days notice required for rent increases over 10% (Effective six month after adoption of Olympia’s ordinance in August 2022)
- Staff supports adding the City of Olympia recent changes.
- Should be limit on the frequency of rent increases? Maybe the formula of giving notice takes care of that. If a landlord really wants a 30% rent increase, they could do a series of smaller increases over time, or could just do the 180 day notice and have it done.
- RCW 59.18.140 addresses notice of rent increase and no additional action required.

Chapter 59.18 RCW Residential Landlord-Tenant Act (RLTA)

**RCW 59.18.140(3)(a) and (b)** state:

*(3)(a) Except as provided in (b) of this subsection, a landlord shall provide a minimum of sixty days' prior written notice of an increase in the amount of rent to each affected tenant, and any increase in the amount of rent may not become effective prior to the completion of the term of the rental agreement.*

*(b) If the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty days' prior written notice of an increase in the amount of rent to each affected tenant. An increase in the amount of rent may become effective upon completion of the term of the rental agreement or sooner upon mutual consent.*

Applicable Regulations from Other Jurisdictions

- City of Auburn – ACC 5.23.040 *Deposit requirements, notice of rent increase requirements and installment payments permitted.*
- City of Kenmore – KMC 8.55.020 *Regulations.*
- City of Tacoma – TMC 1.95.060 *Notice to increase rent requirements.*
- City of Olympia – OMC 5.82 *Rental housing code.*

Proposed City Code Language

**5.75.070 Notice to increase rent requirements.**

A. *Special circumstances.*

1. *A landlord is required to provide a minimum of one hundred and twenty (120) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by more than five (5) percent of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.*

2. *A landlord is required to provide a minimum of one hundred and eighty (180) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by more than ten (10) percent of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.*

3. *Pursuant to RCW 59.18.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty (30) days prior written notice of an increase in the amount of rent to each affected tenant.*

4. *Any notice of a rent increase required by this section must be served in accordance with RCW 59.12.040.*

*B. Circumstances not addressed by TMC 5.75.070(A).*

1. *A landlord is required to provide a minimum of sixty (60) days prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by five (5) percent or less of the rent over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.*

2. *Notice of any rental increase of five (5) percent or less may be served in accordance with RCW 59.12.040.*

Additional Notes

- Tenant protections can mean putting a burden on small owners, who often are unable to afford to subsidize their rental property. Staff recommends starting this program with larger rental properties.
- This action is expected to require a high level of effort to implement and have a medium effect on housing supply.
- A City communications strategy will be needed.

- Discuss with Elisa Sparkman with the Thurston County Housing Action Team, the County Healthy Homes Program, and Christa at the City of Olympia.
- This action will require City Council consideration of an ordinance to amend TMC Title 5 *Business Taxes, Licenses and Regulations* and funding for staffing through the 2023-24 biennial budgeting process.

**V. Additional Notice Required**

Pursuant to EHB 2971, passed by the 2016 state legislature and codified at RCW 64.06.080 and RCW 43.110.030(2)(e), the Municipal Research and Service Center is directed to provide the following on its website:

- A summary of all requirements imposed by cities, towns, and counties on landlords or sellers of real property to provide information to a buyer or tenant "pertaining to the subject property or to the surrounding area"; and
- An internet link to the ordinances, resolutions, or policies imposing those requirements.

For that reason, City should provide to Municipal Research and Service Center a summary of any pertinent ordinance, resolution, or policy that impose requirements on sellers or landlords to disclose designated information to purchasers or renters; and an internet link to the ordinance, resolution, or policy.

## **Appendix 1. City of Olympia Rental Housing Ordinance**

Olympia City Council passed an ordinance (OMC 5.82) on August 16, 2022 that provides additional protections for Olympia renters. The ordinance includes the following provisions:

- Limits pet deposits to 25% of one month's rent and allows tenants the ability to pay the deposit over 3 consecutive monthly payments (Effective September 20, 2022)
- Limits move-in costs to one month's worth of rent (move in costs can include a security deposit and/or last month's rent) (Effective September 20, 2022)
- Requires 120 days' notice for rent increases over 5% (Effective December 19, 2022)
- Requires 180 days' notice for rent increases over 10% (Effective February 17, 2023)

Note that these provisions do not apply to subsidized housing properties where the amount of rent is calculated based on tenant income, but do apply to landlords who rent to tenants who use a Section 8 Housing Choice voucher.

## **Appendix 2. City of Auburn Ordinances and Regulations**

Auburn City Code **Chapter 18.04** - Definitions for Communal Residence, Family, Foster Care Homes, Group Residence Facilities, Renting of Rooms, Assisted Living Facilities, Convalescent Homes, Supportive Housing

Auburn City Code **Chapter 18.07.020** - Permitted Use Table for Residential Zones

Auburn City Code **Chapter 18.31.130** - Communal Residence Standards

**Ordinance 6560** - 2015 Communal Residence Code Amendments

Auburn City Code **Chapter 5.22** - Rental Housing Business License Requirements

---

The following is what is required by the City of Auburn as of 2020 at three different phases of the rental process:

1. At time of application the landlord must provide the tenant with their written rental criteria and the website address designated by the City for the purpose of obtaining information on:
  - Local code enforcement action relating to the property
  - Website address to the Washington Secretary of State for the purposes of registering to vote or changing address if already registered to vote.
2. When a rental agreement/lease is offered, the landlord must provide the tenant with a written copy of the summaries prepared by the City, which includes information on the following:
  - Rental Housing Code (ACC 5.23)
  - Auburn Building and Property Maintenance Code
  - Washington State Residential Landlord-Tenant Act (RLTA) (RCW 59.18)
  - Forcible Entry and Forcible Unlawful Detainer (RCW 59.12)
3. During tenancy, landlords must provide tenants with a notice of resources prepared by the City when the landlord serves any notice to a tenant under RCW 59.12.030 which include:
  - 14-day pay or vacate
  - 3-day for waste or nuisance
  - 10-day comply or vacate
  - Notice to terminate tenancy

Landlords are required to provide copies of summaries to existing tenants within 30 days of them being made available by the City of Auburn. The initial distribution of information to tenants



must be in written form and landlords must obtain tenant’s signature documenting receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City, and may do so in electronic form unless a tenant otherwise requests written summaries.

### **Appendix 3. City of Auburn– Rental Housing Policy (ACC 5.23)**

#### **Chapter 5.23**

#### **RENTAL HOUSING POLICY**

##### Sections:

- 5.23.010 Purpose and intent.
- 5.23.020 Definitions.
- 5.23.030 Distribution of information required.
- 5.23.040 Deposit requirements, notice of rent increase requirements and installment payments permitted.
- 5.23.050 Notice requirement generally – Reasonable accommodation request.
- 5.23.060 Notice of proposed sale of low-income housing.
- 5.23.070 Just cause eviction.
- 5.23.080 Compliance and enforcement.

##### **5.23.010 Purpose and intent.**

The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the city limits of Auburn. It is the city's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Auburn. The regulations contained in this chapter balance the needs of the landlord, tenant, and the city while creating a partnership to ensure safe, healthy, and thriving rental housing in Auburn. The city recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Auburn residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions. (Ord. 6786 § 1, 2020.)

##### **5.23.020 Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

- A. "Assisted housing development" means a multifamily rental housing development that both receives government assistance and is defined as federally assisted housing in RCW 59.28.020, or that receives other federal, state, or local government assistance and is subject to use restrictions.
- B. "Days" means calendar days unless otherwise provided.
- C. "Director" means the director of community development of the city of Auburn department of community development, or the director of community development's designee.

D. “Dwelling unit” means a structure or part of a structure used as a home, residence, or sleeping place by one, two, or more persons maintaining a common household, including, but not limited to, single-family residences and multiplexes, apartment buildings, and mobile homes.

E. “Immediate family member” includes the spouse or domestic partner, dependent children, and other dependent relatives.

F. “Landlord” means a landlord as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the Residential Landlord Tenant Act of 1973 (“RLTA”) in effect at the time the rental agreement is executed. As of the effective date of the ordinance codified in this chapter, the RLTA defines “landlord” as “the owner, lessor, or sub-lessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager.”

G. “Nonrefundable move-in fees” means nonrefundable payment paid by a tenant to a landlord to cover administrative, pet, or damage fees, or to pay for cleaning of the dwelling unit upon termination of the tenancy, but does not include payment of a holding fee authorized by RCW 59.18.253(2).

H. “Owner” means the owner of record as shown on the last King County tax assessment roll or such owner’s authorized agent.

I. “Rent” or “rental amount” means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys’ fees. Provided, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant’s obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

J. “Rental agreement” means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

K. “Security deposit” means a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement. “Security deposit” does not include a fee.

L. “Substantial rehabilitation” means extensive structural repair or extensive remodeling and requires a building, electrical, plumbing, or mechanical permit for the tenant’s dwelling unit at issue. Any “substantial rehabilitation” as provided herein requires displacement of a tenant.

M. “Tenant” means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement. (Ord. 6786 § 1, 2020.)

#### **5.23.030 Distribution of information required.**

A. *Distribution of Resources by Landlord.*

1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the city, with a city of Auburn informational website address designated by the city for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within city limits, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.
2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

*B. Distribution of Information Packets by Landlord.*

1. The director of community development shall prepare and update as necessary, summaries of this chapter, the Auburn Building and Property Maintenance Code (Chapter 15.20 ACC), state RLTA (Chapter 59.18 RCW), Forcible Entry and Forcible and Unlawful Detainer (Chapter 59.12 RCW), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.
2. A landlord shall provide a copy of the summaries prepared by the director of community development to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.
3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.
4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the city, distribute current copies of the summaries to existing tenants.
5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the city, and may do so in electronic form unless a tenant otherwise requests written summaries.
6. The packet prepared by the director of community development includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the director of community development liable for any misstatement or misinterpretation of the applicable laws.

C. *Notice of Resources.* A landlord is required to provide a copy of resource summary, prepared by the city, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030. (Ord. 6786 § 1, 2020.)

**5.23.040      Deposit requirements, notice of rent increase requirements and installment payments permitted.**

A. A landlord may not increase the rent or charge any nonrent charges except in accordance with this section, unless such increase or charge has been agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement:

1. A landlord may not increase the rent of a tenant by more than five percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 120 days before such increase shall take effect. Any rental increase of five percent or less may be served in accordance with state or other applicable law.

- a. Pursuant to RCW 58.19.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of thirty days' prior written notice of an increase in the amount of rent to each affected tenant. An increase in the amount of rent may become effective upon completion of the term of the rental agreement or sooner upon mutual consent.

- b. Any notice of a rent increase shall be served in accordance with RCW 59.12.040.

2. Any amount paid to the landlord by the tenant at the commencement of the tenancy charged for the purpose of procuring and obtaining a dwelling unit, including the deposit or as security for performance of the tenant's obligations in a lease or rental agreement, must not exceed the allowable monthly rent as permitted by this chapter. Any landlord under this section must offer to the tenant prior to entering into the rental agreement the opportunity to pay amounts as deposit or security for performance over six months upon moving into the unit. However, additional security deposits may be added for tenants that have pets; provided, that those deposits are reasonable and do not embed other types of deposits or fees.

3. Any fees for late payment of rent shall not exceed \$10.00 per month. No other fees may be charged for late payment of rent, including for the service of any notice required under state law, or any legal costs, including court costs and attorney's fees, unless such fee is agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement.

4. No other fees may be charged in connection with the lease or rental agreement unless such fee is agreed to in writing signed by landlord and tenant at the time of entering into the initial lease or rental agreement; provided, that the landlord may recoup from the tenant actual costs incurred by the landlord and caused by or attributable to the tenant if consistent with the written lease or rental agreement.

B. *Installment Payments, Generally.* Upon a tenant's written request, tenants may pay security deposits, nonrefundable move-in fees, and/or last month's rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and nonrefundable move-in fees in installments if (1) the total amount of the security deposit and nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's dwelling unit; and (2) payment of last month's rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties.

C. *Fixed-Term Tenancies for Three Months or Longer.* For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.

D. *Month-to-Month or Two-Month Tenancy.* For any rental agreement term that establishes a tenancy from month-to-month or two months, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy.

E. A tenant's failure to pay a security deposit, nonrefundable move-in fees, and last month's rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a 14-day notice pursuant to RCW 59.12.030(4), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant.

F. Paying in installments does not apply to a landlord obtaining a tenant screening report, which report cost paid by the tenant shall be limited to the standard and actual cost of the tenant screening report.

G. No security deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement.

H. A landlord must place any required security deposit in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.

I. Nothing in this chapter prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by Chapter 59.18 RCW. (Ord. 6786 § 1, 2020.)

**5.23.050 Notice requirement generally – Reasonable accommodation request.**

A landlord shall review and comply with all reasonable accommodation requests received from a tenant related to the service of any notice required by this chapter. (Ord. 6786 § 1, 2020.)

**5.23.060 Notice of proposed sale of low-income housing.**

A. Owners of a multifamily rental housing building having five or more housing units, any one of which rents for an amount that is affordable to households at or below 80 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development, shall notify the director of community development of the owner's intent to sell the building. The notice shall be in writing and include the owner's name, phone number, and the address of the rental housing building that will be listed for sale. The notice shall be mailed no later than 60 days prior to the building being listed with any real estate service or advertised for sale either in a printed newspaper or website. For the purposes of this subsection, a building is "listed" when an owner has signed a listing agreement with a real estate agent. Owners of multifamily buildings having five or more housing units who are otherwise required by law or agreement to notify the director of community development of the owner's intent to sell or transfer the building and who have provided such notice are exempt from the notice requirement of this subsection. The following exceptions apply:

1. Properties that are transferred to family members, transferred through will, or that are not listed for sale; or
2. Properties where 20 percent or fewer of the units are studio apartments and that is what is triggering the notice provisions of this section. (Ord. 6786 § 1, 2020.)

**5.23.070 Just cause eviction.**

A. Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW 59.18.290), owners may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380). Owners of housing units shall not evict or attempt to evict any tenant, refuse to renew or continue a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of any tenant unless the owner can prove in court that just cause exists. Owners may not evict residential tenants from rental housing units if the units are not licensed with the city of Auburn as required by Chapter 5.22 ACC, regardless of whether just cause for eviction may exist. An owner is in compliance with licensing requirement if the rental housing unit is licensed with the city of Auburn pursuant to Chapter 5.22 ACC before entry of a court order authorizing eviction or before a writ of restitution is granted. A court may grant a continuance in an eviction action in order to give the owner time to license the rental housing unit. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this section:

1. The tenant fails to comply with a 14-day notice to pay rent or vacate pursuant to RCW 59.12.030(3); a 10-day notice to comply or vacate pursuant to RCW 59.12.030(4); or a three-day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to Chapter 7.43 RCW), or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5);
2. The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12-month period;
3. The tenant fails to comply with a 10-day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under RCW 59.18.130;
4. The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a 10-day notice to comply or vacate three or more times in a 12-month period;
5. The owner seeks possession so that the owner or a member of his or her immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The director of community development may reduce the time required to give notice to no less than 60 days if the director of community development determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. There is a rebuttable presumption of a violation of this subsection if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subsection as the cause for eviction;
6. The owner elects to sell a dwelling unit subject to the provisions of this chapter and gives the tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month to month, with the last day of a monthly period. The director of community development may reduce the time required to give notice to no less than 60 days if the director of community development determines that providing 90 days' notice will result in a personal hardship to the owner. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the purposes of this subsection, an owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price with a realty agency or advertising it for sale at a reasonable price in a newspaper of general circulation. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:



- a. Within 30 days after the tenant has vacated, the owner does not list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise it for sale at a reasonable price in a newspaper of general circulation, or
  - b. Within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the market, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;
7. The tenant's occupancy is conditioned upon employment on the property and the employment relationship is terminated;
8. The owner seeks to do substantial rehabilitation in the building and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain at least one permit necessary for the rehabilitation before terminating the tenancy;
9. The owner elects to demolish the building, convert it to a cooperative, or convert it to a nonresidential use and gives the tenant at least 120 days' written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain a permit necessary to demolish or change the use before terminating any tenancy or converting the building to a condominium;
10. The owner seeks to discontinue use of a housing unit unauthorized by ACC Title 18 after receipt of a notice of violation;
11. The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit as required by ACC Titles 15 and 18, and:
  - a.
    - i. The number of such individuals was more than is lawful under the current version of ACC Title 15 or 18, and
    - ii. That number has not increased with the knowledge or consent of the owner, and
    - iii. The owner is either unwilling or unable to obtain a permit to allow the unit with that number of residents; and
  - b. The owner has served the tenants with a 30-day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; and
  - c. After expiration of the 30-day notice, the owner has served the tenants with and the tenants have failed to comply with a 10-day notice to comply with the limit on the number of occupants or vacate; and
  - d. If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided, that the owner may either terminate no more than

the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner's option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;

12. An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to ACC Title 15 and the emergency conditions identified in the order have not been corrected;

13. The owner seeks to discontinue sharing with a tenant of the owner's own housing unit, i.e., the unit in which the owner resides, seeks to terminate the tenancy of a tenant of an accessory dwelling unit that is accessory to the housing unit in which the owner resides, or seeks to terminate the tenancy of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit on the same lot. This subsection does not apply if the owner has received a notice of violation of the development standards of ACC Title 19;

14. A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the general facts supporting the allegation, and has assured that the department has recorded receipt of a copy of the notice of termination. For purposes of this subsection a person has "engaged in criminal activity" if he or she:

a. Engages in drug-related activity that would constitute a violation of Chapter 69.41, 69.50, or 69.52 RCW; or

b. Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.

B. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.

C. With any termination notices required by law, owners terminating or refusing to renew or continue a tenancy protected by this section shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons.

D. If a tenant who has received a notice of termination or nonrenewal of tenancy claiming subsection (A)(5), (A)(6) or (A)(13) of this section as the grounds for termination believes that the owner does not intend to carry out the stated reason for eviction and makes a complaint to the director of community development, then the owner must, within 10 days of being notified by the director of community development of the complaint, complete and file with the director of community development a certification stating the owner's intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.

E. In any action commenced to evict, refuse to renew or continue a tenancy after expiration of the rental agreement, or to otherwise terminate the tenancy of any tenant, it shall be a defense

to the action that there was no just cause for such eviction or termination as provided in this section.

F. It shall be a violation of this section for any owner to evict or attempt to evict any tenant, refuse to renew or continue a tenancy after expiration of the rental agreement, or otherwise terminate or attempt to terminate the tenancy of any tenant using a notice which references subsection (A)(5), (A)(6), (A)(8), (A)(11), (A)(12) or (A)(13) of this section as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy.

G. An owner who evicts or attempts to evict a tenant, refuses to renew or continue a tenancy after expiration of the rental agreement, or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsection (A)(5), (A)(6) or (A)(8) of this section as the grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right for action for damages up to \$2,000, costs of suit, or arbitration and reasonable attorney's fees. (Ord. 6786 § 1, 2020.)

#### **5.23.080 Compliance and enforcement.**

##### ***A. Powers and Duties of the Director of Community Development.***

1. The director of community development is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter.
2. The director of community development shall attempt to settle by agreement any alleged violation or failures to comply with the provisions of this chapter; provided, that nothing herein shall create a right or entitlement of a landlord to settlement by agreement.
3. The director of community development is authorized to request records from landlord and the landlord shall allow the director of community development access to such records, as well as a complete roster of tenants' names and contact information, when requested, with at least five business days' notice and at a mutually agreeable time, to investigate potential violations of the requirements of this chapter.

##### ***B. Violation.***

1. If a violation of this chapter occurs, the director of community development shall utilize the procedures outlined in Chapter 5.15 ACC.
2. The director of community development may waive or reduce the penalty if the landlord comes into compliance within 10 days of the notice of violation or shows that its failure to comply was due to reasonable cause and not willful neglect. If the director of community development finds a willful violation of this chapter, which resulted in a notice of violation outlined above, the director of community development may issue a penalty that shall be \$1,000.
3. Any civil penalties paid by the landlord shall be kept by the city and may be utilized to help offset payments that are due by the tenant.

4. Any tenant claiming injury from any violation of this chapter shall be entitled to bring an action in King County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter, and shall be entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief. A tenant who prevails in any action to enforce this chapter shall be awarded his or her costs, reasonable attorneys' fees, and expenses.

a. A landlord who violates this chapter shall be liable for penalties of up to two times the monthly rent of the dwelling unit at issue.

b. Failure of a landlord to comply with any of the provisions of this chapter shall provide the tenant with a defense in any legal action brought by the landlord to recover possession of the dwelling unit.

*C. Administrative Review by the Director.*

1. *General.* A person to whom a notice of violation or penalty is assessed may request an administrative review of the notice of violation or penalty.

2. *How to Request Administrative Review.* A person may request an administrative review of the notice of violation or penalty by filing a written request with the director of community development within 10 days from the date the notice of violation or penalty was issued. The request shall state, in writing, the reasons the director of community development should review the notice of violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the director of community development shall review the information provided. The city has the burden to prove a violation exists by a preponderance of the evidence.

3. *Decision of Director.* After considering all of the information provided, the director of community development shall determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the notice of violation or penalty. The director of community development's decision shall be delivered, in writing, to the person to whom the notice of violation was issued by personal delivery or first-class mail.

*D. Appeals to the Hearing Examiner of Director's Decision.* Appeal of the director's decision shall be made within 10 days from the date of the director's decision by filing a written notice of appeal, clearly stating the grounds that the appeal is based upon, with the hearing examiner, which appeal shall be governed by Chapters 2.46 and 5.15 ACC. (Ord. 6786 § 1, 2020.)

**The Auburn City Code is current through Ordinance 6849, passed February 22, 2022.**

Disclaimer: The city clerk's office has the official version of the Auburn City Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

## **Appendix 4. City of Burien– Rental Housing Policy (BMC 5.63)**

### **Chapter 5.63**

#### **RENTAL HOUSING POLICY**

##### Sections:

- 5.63.010 Purpose and intent.
- 5.63.020 Definitions.
- 5.63.030 Distribution of information required.
- 5.63.040 Deposit requirements and installment payments permitted.
- 5.63.050 Notice requirement generally – Reasonable accommodation request.
- 5.63.060 Notice of proposed sale of low-income housing.
- 5.63.070 Just cause eviction.
- 5.63.075 Housing ombudsman.
- 5.63.080 Compliance and enforcement.

##### **5.63.010 Purpose and intent.**

The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the city limits of Burien. It is the city's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Burien. The regulations contained in this chapter balance the needs of the landlord, tenant, and the city while creating a partnership to ensure safe, healthy, and thriving rental housing in Burien. The city recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Burien residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions. [Ord. 716 § 1 (Exh. A), 2019]

##### **5.63.020 Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

- (1) "Assisted housing development" means a multifamily rental housing development that both receives government assistance and is defined as federally assisted housing in RCW 59.28.020, or that receives other federal, state, or local government assistance and is subject to use restrictions.
- (2) "Days" means calendar days unless otherwise provided.

(3) “Director” means the city of Burien director of planning and community development, or the director’s designee.

(4) “Dwelling unit” means a structure or part of a structure used as a home, residence, or sleeping place by one, two, or more persons maintaining a common household, including, but not limited to, single-family residences and multiplexes, apartment buildings, and mobile homes.

(5) “Housing costs” means the compensation or fees paid or charged, usually periodically, for the use of any property, land, buildings, or equipment for residential purposes. For purposes of this chapter, housing costs include the basic rent charge, but do not include utility charges that are based on usage and that the tenant has agreed in the rental agreement to pay, unless the obligation to pay those charges is itself a change in the terms of the rental agreement.

(6) “Immediate family member” includes the spouse or domestic partner, dependent children, and other dependent relatives.

(7) “Landlord” means a landlord as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the Residential Landlord Tenant Act of 1973 (“RLTA”) in effect at the time the rental agreement is executed. As of the effective day of the ordinance codified in this chapter, the RLTA defines “landlord” as “the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.”

(8) “Nonrefundable move-in fees” means nonrefundable payment paid by a tenant to a landlord to cover administrative, pet, or damage fees, or to pay for cleaning of the dwelling unit upon termination of the tenancy, but does not include payment of a holding fee authorized by RCW 59.18.253(2).

(9) “Owner” means the owner of record as shown on the last King County tax assessment roll or such owner’s authorized agent.

(10) “Rent” or “rental amount” means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys’ fees. Provided, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant’s obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

(11) “Rental agreement” means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

(12) “Security deposit” means a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement. “Security deposit” does not include a fee.

(13) “Substantial rehabilitation” means extensive structural repair or extensive remodeling and requires a building, electrical, plumbing, or mechanical permit for the tenant’s dwelling unit at issue. Any “substantial rehabilitation” as provided herein requires displacement of a tenant.

(14) “Tenant” means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement. [Ord. 716 § 1 (Exh. A), 2019]

**5.63.030 Distribution of information required.**

**(1) Distribution of Resources by Landlord.**

(a) At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord’s written rental criteria and, once created by the city, with a city of Burien informational website address designated by the city for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within city limits, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.

(b) In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

**(2) Distribution of Information Packets by Landlord.**

(a) The director shall prepare, and update as necessary, summaries of this chapter, the Burien Building and Property Maintenance Code (Chapter 15.40 BMC), state RLTA (Chapter 59.18 RCW), Forcible Entry and Forcible and Unlawful Detainer (Chapter 59.12 RCW), and fair housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.

(b) A landlord shall provide a copy of the summaries prepared by the director to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.

(c) Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.

(d) For existing tenants, landlords shall, within 30 days after the summaries are made available by the city, distribute current copies of the summaries to existing tenants.

(e) The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant’s signature documenting tenant’s receipt of such information. If a tenant refuses to provide a signature documenting the tenant’s receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a

landlord shall provide existing tenants with updated summaries by the city, and may do so in electronic form unless a tenant otherwise requests written summaries.

(f) The packet prepared by the director includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the director liable for any misstatement or misinterpretation of the applicable laws.

(3) Notice of Resources. A landlord is required to provide a copy of a resource summary, prepared by the city, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030. [Ord. 716 § 1 (Exh. A), 2019]

**5.63.040      Deposit requirements and installment payments permitted.**

(1) Installment Payments, Generally. Upon a tenant's written request, tenants may pay security deposits, nonrefundable move-in fees, and/or last month's rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and nonrefundable move-in fees in installments if (a) the total amount of the security deposit and nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's dwelling unit; and (b) payment of last month's rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties.

(2) Fixed-Term Tenancies for Three Months or Longer. For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.

(3) Month-to-Month or Two-Month Tenancy. For any rental agreement term that establishes a tenancy from month to month or two months, the tenant may elect to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy.

(4) A tenant's failure to pay a security deposit, nonrefundable move-in fees, and last month's rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a 10-day notice pursuant to RCW 59.12.030(4), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant.



(5) Paying in installments does not apply to a landlord obtaining a tenant screening report, which report cost paid by the tenant shall be limited to the standard and actual cost of the tenant screening report.

(6) No security deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement.

(7) A landlord must place any required security deposit in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.

(8) Nothing in this chapter prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by Chapter 59.18 RCW. [Ord. 716 § 1 (Exh. A), 2019]

**5.63.050 Notice requirement generally – Reasonable accommodation request.**

A landlord shall review and comply with all reasonable accommodation requests received from a tenant related to the service of any notice required by this chapter. [Ord. 716 § 1 (Exh. A), 2019]

**5.63.060 Notice of proposed sale of low-income housing.**

Owners of a multifamily rental housing building having five or more housing units, any one of which rents for an amount that is affordable to households at or below 80 percent of area median income, as median income was most recently determined by the United States Department of Housing and Urban Development for the Seattle metropolitan statistical area, as adjusted for household size, shall notify the director of the owner's intent to sell the building. The notice shall be in writing and include the owner's name, phone number, and the address of the rental housing building that will be listed for sale. The notice shall be mailed no later than 60 days prior to the building being listed with any real estate service or advertised for sale either in a printed newspaper or website. For the purposes of this section, a building is "listed" when an owner has signed a listing agreement with a real estate agent. Owners of multifamily buildings having five or more housing units who are otherwise required by law or agreement to notify the director of the owner's intent to sell or transfer the building and who have provided such notice are exempt from the notice requirement of this subsection. [Ord. 716 § 1 (Exh. A), 2019]

**5.63.070 Just cause eviction.**

(1) Pursuant to provisions of the Washington State Residential Landlord-Tenant Act (RCW 59.18.290), owners may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380). Owners of housing units shall not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant unless the owner can

prove in court that just cause exists. Owners may not evict residential tenants from rental housing units if the units are not licensed with the city of Burien as required by Chapter 5.62 BMC, regardless of whether just cause for eviction may exist. An owner is in compliance with licensing requirement if the rental housing unit is licensed with the city of Burien pursuant to Chapter 5.62 BMC before entry of a court order authorizing eviction or before a writ of restitution is granted. A court may grant a continuance in an eviction action in order to give the owner time to license the rental housing unit. The reasons for termination of tenancy listed below, and no others, shall constitute just cause under this section:

(a) The tenant fails to comply with a 14-day notice to pay rent or vacate pursuant to RCW 59.12.030(3); a 10-day notice to comply or vacate pursuant to RCW 59.12.030(4); or a three-day notice to vacate for waste, nuisance (including a drug-related activity nuisance pursuant to Chapter 7.43 RCW), or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5);

(b) The tenant habitually fails to pay rent when due which causes the owner to notify the tenant in writing of late rent four or more times in a 12-month period;

(c) The tenant fails to comply with a 10-day notice to comply or vacate that requires compliance with a material term of the rental agreement or that requires compliance with a material obligation under RCW 59.18.130;

(d) The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a 10-day notice to comply or vacate three or more times in a 12-month period;

(e) The owner seeks possession so that the owner or a member of his or her immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the owner has given the tenant at least 90 days' advance written notice of the date the tenant's possession is to end. The director may reduce the time required to give notice to no less than 60 days if the director determines that delaying occupancy will result in a personal hardship to the owner or to the owner's immediate family. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. There is a rebuttable presumption of a violation of this subsection (1)(e) if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice of termination or eviction using this subparagraph as the cause for eviction;

(f) The owner elects to sell a dwelling unit subject to the provisions of this chapter and gives the tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month to month, with the last day of a monthly period. The director may reduce the time required to give notice to no less than 60 days if the director determines that providing 90 days' notice will result in a personal hardship to the owner. Personal hardship may include but is not limited to hardship caused by illness or accident, unemployment, or job relocation. For the

purposes of this subsection, an owner “elects to sell” when the owner makes reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price with a realty agency or advertising it for sale at a reasonable price in a newspaper of general circulation. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:

- (i) Within 30 days after the tenant has vacated, the owner does not list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise it for sale at a reasonable price in a newspaper of general circulation, or
  - (ii) Within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the market, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;
- (g) The tenant’s occupancy is conditioned upon employment on the property and the employment relationship is terminated;
- (h) The owner seeks to do substantial rehabilitation in the building and gives the tenant at least 120 days’ written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain at least one permit necessary for the rehabilitation before terminating the tenancy;
- (i) The owner elects to demolish the building, convert it to a cooperative, or convert it to a nonresidential use and gives the tenant at least 120 days’ written notice prior to the date set for vacating. To utilize this basis as the rationale for termination, the owner must obtain a permit necessary to demolish or change the use before terminating any tenancy or converting the building to a condominium;
- (j) The owner seeks to discontinue use of a housing unit unauthorized by BMC Title 19 after receipt of a notice of violation;
- (k) The owner seeks to reduce the number of individuals residing in a dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling unit as required by BMC Title 15; and
- (i) (A) The number of such individuals was more than is lawful under the current version of BMC Title 15; and
    - (B) That number has not increased with the knowledge or consent of the owner; and
    - (C) The owner is either unwilling or unable to obtain a permit to allow the unit with that number of residents; and
  - (ii) The owner has served the tenants with a 30-day notice, informing the tenants that the number of tenants exceeds the legal limit and must be reduced to the legal limit; and

(iii) After expiration of the 30-day notice, the owner has served the tenants with and the tenants have failed to comply with a 10-day notice to comply with the limit on the number of occupants or vacate; and

(iv) If there is more than one rental agreement for the unit, the owner may choose which agreements to terminate; provided, that the owner may either terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants, or, at the owner's option, terminate only those agreements involving the minimum number of occupants necessary to comply with the legal limit;

(l) An emergency order requiring that the housing unit be vacated and closed has been issued pursuant to BMC Title 15 and the emergency conditions identified in the order have not been corrected;

(m) The owner seeks to discontinue sharing with a tenant of the owner's own housing unit, i.e., the unit in which the owner resides, seeks to terminate the tenancy of a tenant of an accessory dwelling unit that is accessory to the housing unit in which the owner resides, or seeks to terminate the tenancy of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit on the same lot. This subsection does not apply if the owner has received a notice of violation of the development standards of BMC Title 19;

(n) A tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises, and the owner has specified in the notice of termination the crime alleged to have been committed and the general facts supporting the allegation, and has assured that the department has recorded receipt of a copy of the notice of termination. For purposes of this subsection a person has "engaged in criminal activity" if he or she:

(i) Engages in drug-related activity that would constitute a violation of Chapter 69.41, 69.50, or 69.52 RCW; or

(ii) Engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner.

(2) Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.

(3) With any termination notices required by law, owners terminating any tenancy protected by this section shall advise the affected tenant or tenants in writing of the reasons for the termination and the facts in support of those reasons.

(4) If a tenant who has received a notice of termination of tenancy claiming subsection (1)(e), (f) or (m) of this section as the ground for termination believes that the owner does not intend to carry out the stated reason for eviction and makes a complaint to the director, then the owner must, within 10 days of being notified by the director of the complaint, complete and file with the director a certification stating the owner's intent to carry out the stated reason for the eviction. The failure of the owner to complete and file such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction action based on this ground.

(5) In any action commenced to evict or to otherwise terminate the tenancy of any tenant, it shall be a defense to the action that there was no just cause for such eviction or termination as provided in this section.

(6) It shall be a violation of this section for any owner to evict or attempt to evict any tenant or otherwise terminate or attempt to terminate the tenancy of any tenant using a notice which references subsection (1)(e), (f), (h), (k), (l) or (m) of this section as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy.

(7) An owner who evicts or attempts to evict a tenant or who terminates or attempts to terminate the tenancy of a tenant using a notice which references subsection (1)(e), (f) or (h) of this section as the ground for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such tenancy shall be liable to such tenant in a private right of action for damages up to \$2,000, costs of suit, or arbitration and reasonable attorney's fees. [Ord. 716 § 1 (Exh. A), 2019]

**5.63.075 Housing ombudsman.**

(1) It is the intent of the city of Burien to establish, in addition to other remedies or rights of appeal of any person under local, state or federal law, an independent, impartial local office readily available to the public and empowered to investigate housing disputes; to direct tenants, landlords and persons to the right avenue of recourse and/or the proper venue for recourse for conflicts; to assist in resolving problems and grievances between a landlord and a tenant; to document and identify issues and problems with residential rental housing and landlord-tenant relationships; and to recommend needed changes to laws to the city of Burien city council.

(2) The office of housing ombudsman is hereby established in the city of Burien for the health, safety and welfare of citizens seeking or who have obtained residential housing, or who offer or provide residential housing in the city of Burien.

(3) The housing ombudsman shall report to the city manager. This arrangement helps to guarantee the independence of the housing ombudsman, who is not only providing a direct service to citizens but is performing a role in legislative oversight of the city of Burien housing ombudsman program by reporting to the city manager.

(4) The housing ombudsman shall be a person of recognized judgment, objectivity and integrity who is well equipped to analyze problems of law, administration and public policy.

(5) No person while serving as ombudsman:

(a) Shall engage in any other occupation, business, or profession likely to detract from the full-time performance of his or her duties as ombudsman; or

(b) Shall engage in any other occupation, business or profession likely to result in a conflict of interest or an appearance of impropriety or partiality.

(6) The housing ombudsman shall follow the policies, rules and procedures as adopted by the city of Burien for the office of housing ombudsman. [Ord. 716 § 1 (Exh. A), 2019]

**5.63.080 Compliance and enforcement.**

**(1) Powers and Duties of the Director.**

- (a) The director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter, provided that the director shall hold one or more public hearings prior to adoption of final rules and regulations.
- (b) The director shall attempt to settle by agreement any alleged violation or failures to comply with the provisions of this chapter; provided, that nothing herein shall create a right or entitlement of a landlord to settlement by agreement.
- (c) The director is authorized to request records from landlord and the landlord shall allow the director access to such records, as well as a complete roster of tenants' names and contact information, when requested, with at least five business days' notice and at a mutually agreeable time, to investigate potential violations of the requirements of this chapter.

**(2) Notice of Violation.**

- (a) If a violation of this chapter occurs, the director shall issue a notice of violation. A notice of violation shall include:
  - (i) The street address or a description of the building, structure, premises, or land in terms reasonably sufficient to identify its location where the violation occurred;
  - (ii) A description of the violation and a reference to the provisions of this chapter which have been violated;
  - (iii) A description of the action required to comply with the provisions of this chapter;
  - (iv) A statement that the landlord to whom a notice of violation is directed may request a hearing. Such request for hearing must be submitted in writing and must be received by the city clerk no later than 10 days after the notice of violation has been issued;
  - (v) A statement that penalties will accrue as provided in this chapter;
  - (vi) An advisory letter to provide the landlord with a timeline of the process and an invitation to conciliate.

- (b) The notice of violation shall be delivered, in writing, to the person to whom the notice of violation is issued by personal delivery or first-class mail.

**(3) Civil Penalties.**

- (a) Any person violating a provision of this chapter shall be subject to the penalties as outlined below.
  - (i) For a violation of distribution of information required (BMC 5.63.030), deposit requirements and installment payments (BMC 5.63.040), or notice requirement generally (BMC 5.63.050), a landlord shall be subject to the following penalties:
    - (A) For the first violation for each affected dwelling unit, \$500.00; and

(B) For each affected dwelling unit for each subsequent violation within a three-year period, \$1,000.

(ii) Unless otherwise stated in BMC 5.63.070(7), for a violation of just cause eviction (BMC 5.63.070) a landlord shall be subject to the following penalties:

(A) For each violation from the date the violation begins for the first 10 days of noncompliance, \$250.00 per day, per dwelling unit;

(B) For each violation for each day beyond 10 days of noncompliance until compliance is achieved, \$500.00 per day, per dwelling unit.

(b) The director may waive or reduce the penalty if the landlord comes into compliance within 10 days of the notice of violation or shows that its failure to comply was due to reasonable cause and not willful neglect. If the director finds a willful violation of this chapter, which resulted in a notice of violation outlined above, the director may issue a penalty that shall be \$1,000.

(c) Any civil penalties paid by the landlord shall be kept by the city.

(4) Administrative Review by the Director.

(a) General. A person to whom a notice of violation or penalty is assessed may request an administrative review of the notice of violation or penalty.

(b) How to Request Administrative Review. A person may request an administrative review of the notice of violation or penalty by filing a written request with the director within 10 days from the date the notice of violation or penalty was issued. The request shall state, in writing, the reasons the director should review the notice of violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the director shall review the information provided. The city has the burden to prove a violation exists by a preponderance of the evidence.

(c) Decision of Director. After considering all of the information provided, the director shall determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the notice of violation or penalty. The director's decision shall be delivered, in writing, to the person to whom the notice of violation was issued by personal delivery or first-class mail.

(5) Appeals to the Hearing Examiner of Director's Decision. Appeal of the director's decision shall be made within 10 days from the date of the director's decision by filing a written notice of appeal, clearly stating the grounds that the appeal is based upon, with the hearing examiner, which appeal shall be governed by Chapter 2.15 BMC. [Ord. 716 § 1 (Exh. A), 2019]

## **Appendix 5. City of Kenmore– Notice of Rent Increase (KMC 8.55)**

### **Chapter 8.55**

#### **NOTICE OF RENT INCREASE**

##### Section:

8.55.010 Definitions.

8.55.020 Regulations.

8.55.030 Provisions in violation of restrictions null and void.

8.55.040 Rental agreement that waives tenant’s remedies prohibited – Exception.

##### **8.55.010 Definitions.**

A. “Landlord” means a landlord as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the Residential Landlord-Tenant Act of 1973 (RLTA) in effect at the time the rental agreement is executed. At the time of passage of the ordinance codified in this chapter, RLTA defined landlord as “the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part,” and included any person designated as representative of the landlord, including, but not limited to, an agent, a resident manager, or a designated property manager.

B. “Rental agreement” means a rental agreement as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the RLTA in effect at the time the rental agreement is executed. At the time of the passage of the ordinance codified in this chapter, the RLTA defined rental agreement as “all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.”

C. “Rental unit” means a residential dwelling unit as defined in KMC 18.20.810, occupied or rented by a tenant.

D. “Tenant” means a tenant as defined in and within the scope of RCW 59.18.030 and 59.18.040 of the RLTA in effect at the time the rental agreement is executed. At the time of passage of the ordinance codified in this chapter, the RLTA defined “tenant” as “any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.” [Ord. 19-0484 § 2 (Exh. A).]

##### **8.55.020 Regulations.**

For any *rental agreement* or renewal of a *rental agreement* for a residential *rental unit* in the City of Kenmore entered into after September 1, 2019, the *landlord* shall include or shall be deemed to include a provision requiring a minimum of 90 days’ prior written notice whenever the periodic or monthly housing costs to be charged a *tenant* are to increase by 10 percent or more over the periodic or monthly rental rate charged the same *tenant* for the same *rental unit* and same services for any period or month during the preceding 12-month period. [Ord. 19-0484 § 2 (Exh. A).]



**8.55.030 Provisions in violation of restrictions null and void.**

Any provisions in violation of KMC 8.55.020 in a *rental agreement* are null and void and of no lawful force and effect. [Ord. 19-0484 § 2 (Exh. A).]

**8.55.040 Rental agreement that waives tenant’s remedies prohibited – Exception.**

A. No rental agreement, whether oral or written, may provide that the tenant waives or foregoes rights or remedies under this chapter, except as provided by subsection B of this section.

B. A landlord and tenant may agree, in writing, to waive specific requirements of this chapter if all of the following conditions have been met:

1. The agreement to waive specific provisions is in writing and identifies the specific provisions to be waived; and
2. The agreement may not appear in a standard form written lease or rental agreement; and
3. There is no substantial inequality in the bargaining position of the two parties; and
4. The attorney for the tenant has approved in writing the agreement as complying with subsections (B)(1), (2) and (3) of this section. [Ord. 19-0484 § 2 (Exh. A).]

## **Appendix 6. City of Tacoma – Rental Housing Code (TMC 1.95)**

### **CHAPTER 1.95 RENTAL HOUSING CODE**

#### Sections:

- 1.95.010 Purpose and Intent.
- 1.95.020 Definitions.
- 1.95.030 Distribution of information required.
- 1.95.040 Deposit requirements and installment payments permitted.
- 1.95.050 Notice requirement generally—reasonable accommodation request.
- 1.95.060 Notice to increase rent requirements.
- 1.95.070 Notice to vacate requirements.
- 1.95.080 Tenant relocation assistance
- 1.95.090 Compliance and enforcement.
- 1.95.100 Severability.

#### **1.95.010 Purpose and Intent.**

The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the City limits of Tacoma.

It is the City’s intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Tacoma. The regulations contained in this chapter balance the needs of the landlord, tenant, and the City while creating a partnership to ensure safe, healthy, and thriving rental housing in Tacoma. The City recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Tacoma residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

#### **1.95.020 Definitions.**

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

“Assisted housing development” means a multifamily rental housing development that either receives government assistance and is defined as federally assisted housing in RCW 59.28.020, or that receives other federal, state, or local government assistance and is subject to use restrictions.

“Change of use” means the conversion of any dwelling unit from a residential use to a nonresidential use; conversion from one type residential use to another type residential use, such

as a conversion to a retirement home, emergency shelter, transient hotel, or short-term rental as defined in Tacoma Municipal Code (“TMC”) 13.06.700; the removal of use restrictions, including those in an assisted housing development; provided that an owner displacing a tenant so that the owner or immediate family member can occupy the rental dwelling unit shall not constitute a change of use. Any “change of use” are provided herein requires displacement of a tenant.

“Days” means calendar days unless otherwise provided.

“Demolition” is defined under RCW 59.18.200, as it exists or is hereinafter amended, and means the destruction of premises or the relocation of the premises to another site that results in the displacement of an existing tenant.

“Director” means the Director of the City of Tacoma, Office of Equity and Human Rights, or the Director’s designee.

“Displacement” or “displaced” means the demolition, substantial rehabilitation, or change of use requiring existing tenants to vacate the dwelling unit, but shall not include the relocation of a tenant from one dwelling unit to another dwelling unit with the tenant’s consent.

“Dwelling unit” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means a structure or part of a structure used as a home, residence, or sleeping place by one, two, or more persons maintaining a common household, including, but not limited to, single-family residences and multiplexes, apartment buildings, and mobile homes.

“Immediate family member” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and includes state registered domestic partner, spouse, parents, grandparents, children, including foster children, siblings, and in-laws.

“Landlord” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.

“Non-refundable move-in fees” means non-refundable payment paid by a tenant to a landlord to cover administrative, pet, or damage fees, or to pay for cleaning of the dwelling unit upon termination of the tenancy, but does not include payment of a holding fee authorized by RCW 59.18.253(2).

“Owner” means one or more persons, or entities, jointly or severally, in whom is vested:

A. All or any part of the legal title to property; or

B. All or part of the beneficial ownership, and a right to present use and enjoyment of the property.

“Rent” or “rental amount” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. Except as provided in RCW

59.18.283(3), these terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees.

"Rental agreement" or lease is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

"Security deposit" means a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement. "Security deposit" does not include a fee.

"Substantial rehabilitation" is defined under RCW 59.18.200, as it exists or is hereinafter amended, and means extensive structural repair or extensive remodeling of premises that requires a permit such as a building, electrical, plumbing, or mechanical permit, and that results in the displacement of an existing tenant.

"Tenant" is defined under RCW 59.18.030, as it exists or is hereinafter amended, and any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28559 Ex. A; passed Nov. 20, 2018)

**1.95.030 Distribution of information required.**

**A. Distribution of resources by landlord.**

1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord's written rental criteria and, once created by the City, with a City of Tacoma informational website address designated by the City for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within City limits, findings or settlements related to housing discrimination against the landlord pursuant to TMC 1.29, Human Rights Commission, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.

2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

**B. Distribution of information packets by landlord.**

1. The Director shall prepare and update as necessary, summaries of this chapter, the Minimum Buildings and Structures Code (TMC 2.01), state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.

2. A landlord shall provide a copy of the summaries prepared by the Director to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.

3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.

4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the City, distribute current copies of the summaries to existing tenants.

5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City, and may do so in electronic form unless a tenant otherwise requests written summaries.

6. The packet prepared by the Director includes informational documents only, and nothing in the summaries therein shall be construed as binding on or affecting any judicial determination of the rights and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or misinterpretation of the applicable laws.

#### C. Notice of resources.

A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

### **1.95.040 Deposit requirements and installment payments permitted.**

#### A. Installment payments, generally.

Upon a tenant's written request, tenants may pay security deposits, non-refundable move-in fees, and/or last month's rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and non-refundable move-in fees in installments if (1) the total amount of the security deposit and nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's dwelling unit; and (2) payment of last month's rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties.

#### B. Fixed-term tenancies for three months or longer.

For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, non-refundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to

reimburse the landlord for the cost of obtaining a tenant screening report, in three consecutive, equal monthly installments that begin at the inception of the tenancy.

C. Month-to-month or two-month tenancy.

For any rental agreement term that establishes a tenancy from month-to-month or two months, the tenant may elect to pay the security deposit, non-refundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in two equal installments. The first payment is due at the inception of the tenancy, and the second payment is due on the first day of the second month or period of the tenancy.

D. A tenant's failure to pay a security deposit, non-refundable move-in fees, and last month's rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a 14-day notice pursuant to RCW 59.12.030(3).

E. Paying in installments does not apply to a landlord obtaining a tenant screening report, which report cost paid by the tenant shall be limited to the standard and actual cost of the tenant screening report.

F. No security deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement.

G. A landlord must place any required security deposit in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.

H. Nothing in this Chapter 1.95 prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by chapter 59.18 RCW.

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28559 Ex. A; passed Nov. 20, 2018)

**1.95.050 Notice requirement generally – reasonable accommodation request.**

A landlord shall review and comply with all reasonable accommodation requests, as required in TMC 1.29.120.D, received from a tenant related to the service of any notice required by this chapter.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

**1.95.060 Notice to increase rent requirements.**

A landlord is required to provide the minimum written notice, as outlined in Chapter 59.18.140 RCW, as it currently exists or is hereinafter amended, whenever the periodic or monthly housing

costs to be charged a tenant will increase by any amount charged the same tenant for the same housing unit.

(Ord. 28596 Ex. A; passed Jul. 9, 2019; Ord. 28559 Ex. A; passed Nov. 20, 2018)

**1.95.070 Notice to vacate requirements.**

A. The notice requirements provided in this subsection apply when premises are rented with monthly or other periodic tenancy and apply before the expiration of a fixed-term lease, unless the lease automatically converts to a month-to-month or periodic tenancy at the end of its expiration.

**B. Requirement for notice to tenant when tenant displaced.**

When a tenant is to be displaced, a landlord may only terminate the tenancy by providing a tenant with written notice of at least 120 days preceding the end of the month or period of tenancy. For any notice provided under this subsection, the landlord shall also serve at the same time the Tenant Relocation Information Packet and further comply with the Tenant Relocation Assistance requirements in TMC 1.95.080.B.

**C. Requirement for notice to tenant to terminate tenancy.**

Unless provided otherwise under subsection B above, termination of tenancy must comply with RCW 59.18.650, as it currently exists or hereinafter amended, and as outlined in this subsection.

1. A landlord may not evict a tenant, refuse to continue a tenancy, or end a periodic tenancy except for the causes enumerated in subsection (C)(7) below and as otherwise provided in this subsection.

2. If a landlord and tenant enter into a rental agreement that provides for the tenancy to continue for an indefinite period on a month-to-month or periodic basis after the agreement expires, the landlord may not end the tenancy except for the causes enumerated in subsection (C)(7) below; however, a landlord may end such a tenancy at the end of the initial period of the rental agreement without cause only if:

a. At the inception of the tenancy, the landlord and tenant entered into a rental agreement between six and 12 months; and

b. The landlord has provided the tenant before the end of the initial lease period at least 60 days' advance written notice ending the tenancy, served in a manner consistent with RCW 59.12.040.

3. If a landlord and tenant enter into a rental agreement for a specified period in which the tenancy by the terms of the rental agreement does not continue for an indefinite period on a month-to-month or periodic basis after the end of the specified period, the landlord may end such a tenancy without cause upon expiration of the specified period only if:

a. At the inception of the tenancy, the landlord and tenant entered into a rental agreement of 12 months or more for a specified period, or the landlord and tenant have continuously and without interruption entered into successive rental agreements of six months or more for a specified period since the inception of the tenancy;

- b. The landlord has provided the tenant before the end of the specified period at least 60 days' advance written notice that the tenancy will be deemed expired at the end of such specified period, served in a manner consistent with RCW 59.12.040; and
- c. The tenancy has not been for an indefinite period on a month-to-month or periodic basis at any point since the inception of the tenancy.
- 4. For all other tenancies of a specified period not covered under (2) or (3) of this subsection, and for tenancies of an indefinite period on a month-to-month or periodic basis, a landlord may not end the tenancy except for the causes enumerated in subsection (C)(7) below. Upon the end date of the tenancy of a specified period, the tenancy becomes a month-to-month tenancy.
- 5. Nothing prohibits a landlord and tenant from entering into subsequent lease agreements that are in compliance with the requirements in subsection (C)(7) below.
- 6. A tenant may end a tenancy for a specified time by providing notice in writing not less than 20 days prior to the ending date of the specified time.
- 7. The following reasons listed in this subsection constitute cause pursuant to subsection (C)(1) of this section:
  - a. When a tenant defaults in rent as outlined in RCW 59.18.650(2)(a), as it currently exists or is hereinafter amended, the landlord may serve a 14 day comply or vacate notice.
  - b. When a tenant substantially breaches a material lease or a tenant obligation as imposed by law outlined in RCW 59.18.650(2)(b), as it currently exists or is hereinafter amended, the landlord may serve a 10 day comply or vacate notice.
  - c. When a tenant received at least three days' notice to quit after committing waste, nuisance, illegal activity, or other repeated and unreasonable interference of the use and enjoyment of the premises as outlined in RCW 59.18.650.2(c), as it currently exists or is hereinafter amended, the landlord may serve a 3 day notice to vacate.
  - d. When the owner or immediate family member wants to occupy the unit as their primary residence, as outlined in RCW 59.18.650(2)(d), as it currently exists or is hereinafter amended, provided that there is a rebuttable presumption that the owner did not act in good faith if the owner or immediate family fails to occupy the unit as a principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit pursuant to a notice to vacate using this subsection 4 as the cause for the lease ending, the landlord may serve a 90 day notice to vacate.
  - e. When the owner elects to sell the dwelling unit, as outlined in RCW 59.18.610(2)(e), as it currently exists or is hereinafter amended, the landlord may serve a 90 day notice to vacate.
  - f. When the tenant continues in possession of the premises after the landlord serves the tenant a 120-day advance written notice pursuant to RCW 59.18.200(2)(c) as outlined in RCW 59.18.650(2)(f).



g. When the tenant continues in possession after the owner elects to withdraw the premises to pursue a conversion pursuant to RCW 64.34.440 or 64.90.655, as outlined in RCW 59.18.650(2)(g), and the landlord served a 120 day advanced written notice.

h. When the dwelling unit has been condemned or deemed uninhabitable by code enforcement, as outlined in TMC 2.01 and RCW 59.18.650(2)(h), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

i. When the owner or lessor wants a roommate to vacate, as outlined in RCW 59.18.650(2)(i), as it currently exists or is hereinafter amended, the landlord must serve a 20 day notice to vacate; except when the landlord rents to four or more tenants in the same dwelling unit.

j. When a tenant is part of a transitional housing program that has expired, as outlined in RCW 59.18.650(2)(j), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

k. When he or she does not comply with signing a new rental agreement, as outlined in RCW 59.18.650(2)(k), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

l. When a tenant makes intentional, knowing, and material misrepresentations or omissions to their application at the inception of the tenancy, as outlined in RCW 59.18.650(2)(l), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

m. When the owner has an economic or business reason, as outlined in RCW 59.18.650(2)(m), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.

n. When a tenant has committed four or more substantial breaches of rental period or lease agreement within the preceding 12-month period, as outlined in RCW 59.18.650(2)(n), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.

o. When a tenant does not comply with registering or disclosing the tenant is a sex offender at the time of application, as outlined in RCW 59.18.650(2)(o), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.

p. When a tenant has made unwanted sexual advances or other acts of sexual harassment directed at the property owner, property manager, property employee, or another tenant, as outlined in RCW 59.18.650(2)(p), as it currently exists or is hereinafter amended, the landlord must serve a 20-day notice to vacate.

q. When a tenant does not comply with applying or signing a rental agreement after the original tenant has vacated the unit, as outlined in RCW 59.18.650(3) as it currently exists or is hereinafter amended, the landlord must serve the tenant with a 30 day notice to apply or vacate.

#### D. Notice requirements, generally.

1. Notices provided in this section shall comply with RCW 59.12.040, as it exists or as hereinafter amended.

2. For any notice provided under this subsection, the landlord shall require the tenant to vacate the dwelling unit at the end of the month or period of tenancy.

3. The notice shall list the name of the tenant and the dwelling unit number.

4. Proof of any service under this section must be made by the affidavit or declaration of the person providing the notice. When a copy of the notice is sent through the mail as provided in this section, service shall be deemed complete when such copy is deposited in the United States mail.

E. Tenant meeting.

A tenant who receives a 120-day notice as provided herein may request an in person meeting with the landlord to discuss the upcoming termination. If such request is made, the landlord shall schedule, notify tenants in writing, and hold such a meeting within 20 days of such request, at a time and location reasonably convenient for the parties. A landlord may schedule and hold one meeting for multiple tenants and requests. A landlord holding such meeting at a reasonable time and location shall meet the requirements herein, regardless of whether the impacted tenants attend.

F. The notices required herein do not apply when:

A landlord is required to repair the dwelling unit due to a violation of the Minimum Building and Structures Code, TMC 2.01.050, and is found to be either derelict or unfit.

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28645 Ex. A; passed Dec. 17, 2019: Ord. 28559 Ex. A; passed Nov. 20, 2018)

**1.95.080 Tenant relocation assistance.**

A. Tenant relocation assistance for condemned or unlawful dwelling.

Landlords are required to comply with the relocation assistance and related requirements pursuant to RCW 59.18.085, Rental of condemned or unlawful dwelling – Tenant’s remedies – Relocation assistance – Penalties.

B. Tenant relocation assistance for low-income tenants when residential property demolished, substantially rehabilitated, or upon the change of use.

1. When tenant relocation assistance applies.

This section shall apply to low-income tenants when a notice is required under TMC 1.95.070.B, except as otherwise expressly required by state or federal law, and with the exception of displacement of tenants from the following:

a. Any dwelling unit demolished or vacated because of damage caused by an event beyond the landlord’s control, including that caused by fire, civil commotion, malicious mischief, vandalism, tenant waste, natural disaster, or other destruction;

b. Any dwelling unit ordered vacated or demolished pursuant to TMC 2.01.050, Minimum Building and Structures Code, because of damage within the landlord’s control;

- c. Any dwelling unit owned or managed by the Tacoma Housing Authority;
- d. Any dwelling unit located inside the boundaries of a major educational institution which is owned by the institution and which is occupied by students, faculty, or staff of the institution;
- e. Any dwelling unit for which relocation assistance is required to be paid to the tenants pursuant to another state, federal, or local law; and
- f. Any dwelling unit functioning as emergency or temporary shelter for homeless persons (whether or not such persons have assigned rooms or beds, and regardless of duration of stay for any occupant) operated by a nonprofit organization or public agency owning, leasing, or managing such dwelling unit.

## 2. Tenant Relocation Information Packet.

When a landlord intends to displace a tenant, prior to the landlord providing the notice outlined in TMC 1.95.070.B, the landlord shall obtain from the City one Tenant Relocation Information Packet for each dwelling unit where tenants will be displaced. The Tenant Relocation Information Packet shall contain the following:

- a. A Relocation Assistance Certification Form with instructions for its submission to the Director; and
- b. A description of the relocation benefits potentially available to eligible tenants.

## 3. Delivery of Tenant Relocation Information Packet.

When a landlord serves the notice required under TMC 1.95.070.B, the landlord shall also deliver a Tenant Relocation Information Packet to each dwelling unit where the tenants will be displaced.

4. Within 20 days of providing the Tenant Relocation Information Packet to tenants, the landlord shall provide the Director with a list of names of the legal tenants and number of dwelling units for the dwelling units at issue.

## 5. Tenant eligibility for relocation assistance.

Low income tenants who are parties to a rental agreement for the dwelling unit may be eligible for relocation assistance only if the tenant to be displaced resides in a dwelling unit at issue when the landlord delivers the Tenant Relocation Assistance Packet. As used in this section, “low-income tenants” means tenants whose combined total income per dwelling unit is at or below 50 percent of the median income, adjusted for family size, in Pierce County.

## 6. Tenant income verification.

a. Within 20 days after the date of delivery of the Tenant Relocation Information Packet, each displaced legal tenant of a dwelling unit wanting to apply for relocation assistance must submit to the Director a signed and completed Relocation Assistance Certification Form certifying the names and addresses of all occupants of the dwelling unit, the total combined annual income of the legal occupants of the dwelling unit for the previous calendar year, the total combined income of all of the adult occupants for the current calendar year, and any other information that the Director may require to determine eligibility for this program. A tenant who, with good cause,

is unable to return the certification form within 20 days may, within 20 days after the date of delivery of the Tenant Relocation Information Packet, submit to the Director a written request for an extension of time which details the facts supporting the claim of “good cause.” If the request is submitted within the 20-day period and the facts constitute good cause in accordance with rules adopted pursuant to this chapter, the deadline for submission of the Relocation Assistance Certification Form may be extended by the Director another 20 days. The Director shall review the request and notify the tenant and landlord if an extension has been granted within ten business days.

b. If information submitted by a tenant on a Relocation Assistance Certification Form is incomplete or appears to be inaccurate, the Director may require the tenant to submit additional information to establish eligibility for relocation assistance.

c. Any tenant who fails or declines the opportunity to submit the Relocation Assistance Certification Form, who refuses to provide the information in a timely manner as required, or who is found to have intentionally misrepresented any material information regarding income or eligibility to relocation benefits, shall not be eligible for relocation assistance under this chapter.

#### 7. Relocation assistance verification.

Within 14 days of the Director’s receipt of the signed Relocation Assistance Certification Forms from all tenants who are parties to a rental agreement in a dwelling unit, or within 14 days of the expiration of the same tenants’ 20-day period for submitting signed Relocation Assistance Certification Forms to the Director, whichever occurs first, the Director shall send to each dwelling unit household who submitted a signed certification form and to the landlord, by both regular United States mail and certified mail, return receipt requested, a notice stating whether the dwelling unit’s certification form indicates eligibility for relocation assistance.

#### 8. Relocation assistance payments.

a. Low-income tenants who are displaced, who comply with the requirements of this chapter, and are determined to be eligible by the Director, may receive a total relocation assistance payment of \$2,000 for their eligible dwelling unit. The amount of relocation assistance shall be adjusted annually on or before January 1 by the percentage amount of change in the housing component of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics. The relocation assistance payment shall be in addition to the refund from the landlord of any deposits or other sums to which the tenant is lawfully qualified to receive.

b. The landlord that is displacing a tenant is responsible for payment of one-half of the total amount of relocation assistance due to eligible tenants pursuant to this chapter and the City is responsible for one-half the relocation assistance due to eligible tenants pursuant to this chapter.

c. A tenant may be eligible to obtain a relocation assistance payment only after receipt of a notice from the Director of eligibility for tenant relocation assistance or, if an appeal was taken as outlined herein, after receipt of a final unappealed decision from the Hearing Examiner or a court that the tenant is eligible for relocation assistance.

d. An eligible tenant may obtain the relocation assistance payment by completing a request for relocation assistance. The Director shall notify the landlord obligated to pay such relocation assistance of the request. Within 21 days after submission of the tenants' request to the Director, the landlord and the City shall provide eligible tenants who will be displaced with their portion of the relocation assistance. A landlord must submit written proof to the City that it provided the eligible tenants with the required payment within five business days of such payment.

#### 9. Appeal.

a. Either the tenant or the landlord may file an appeal with the Hearing Examiner, pursuant to TMC Chapter 1.23, of the Director's determination of the tenant's eligibility for relocation assistance or to resolve a dispute between the parties relating to unlawful detainer actions during relocation. An appeal regarding eligibility for relocation assistance shall be filed within ten days after the landlord or tenant receives the Director's notice of tenant eligibility. All requests for an appeal shall be in writing and shall clearly state specific objections and the relief sought, and shall be filed with the City Clerk. A record shall be established at the hearing before the Hearing Examiner. Appeals shall be considered de novo. The Hearing Examiner shall issue a decision within 30 days of a request for a hearing by either the tenant or landlord.

b. Judicial review of an administrative hearing decision relating to relocation assistance may be made by filing a petition in Pierce County Superior Court within ten days of the Hearing Examiner's decision. Judicial review shall be confined to the record of the administrative hearing and the court may reverse the decision only if the administrative findings, inferences, conclusions, or decision is:

- (1) In violation of constitutional provisions;
- (2) In excess of the authority or jurisdiction of the administrative hearing officer;
- (3) Made upon unlawful procedure or otherwise is contrary to law; or
- (4) Arbitrary and capricious.

10. If the City makes no appropriation to support this relocation assistance program in this subsection TMC 1.95.080.B, then neither the landlord nor the City shall be subject to the relocation assistance requirements for low-income tenants, and tenants shall not be entitled to relocation assistance as otherwise provided.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

#### **1.95.090 Compliance and enforcement.**

##### **A. Compliance.**

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tacoma entered into after February 1, 2019, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.

2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant's good faith and lawful rights to organize.

3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380).

a. In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to:

(1) Give notice to terminate a monthly or periodic tenancy as provided in Section 1.95.070, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law; or

(2) Provide relocation assistance in a timely manner as provided in Sections 1.95.080 or 1.95.090.

b. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.

4. Any rental agreement with illegal lease provisions as outlined in RCW 59.18.230, as it currently exists or hereinafter amended, or requires a tenant to provide more than a 20-day notice to terminate tenancy, is subject to civil penalties.

#### 5. Joint and Several Responsibility and Liability.

Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.

#### B. Rebuttable Presumption.

1. If a landlord provides an authorized notice to vacate under TMC 1.95.070, and within 90 days after the tenant vacates the dwelling unit, the landlord commences activity to demolish or substantially rehabilitate or change the use of the dwelling unit, the City shall presume that the landlord intended to avoid the 120-day notice to terminate requirement in TMC 1.95.070.B.

2. To overcome the presumption in subsection B.1, the landlord must demonstrate by a preponderance of evidence that either the termination was due to proper cause or, in the case of substantial rehabilitation, that the tenant left the dwelling uninhabitable such that substantial rehabilitation was necessary to rent the dwelling.

#### C. Powers and duties of the Director.

1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter, provided that the Director shall hold one or more public hearings prior to adoption of final rules and regulations.

2. The Director shall attempt to settle by agreement any alleged violation or failures to comply with the provisions of this chapter; provided that nothing herein shall create a right or entitlement of a landlord to settlement by agreement.

3. The Director is authorized to request records from landlord and the landlord shall allow the Director access to such records, as well as a complete roster of tenants names and contact information, when requested, with at least five business days' notice and at a mutually agreeable time, to investigate potential violations of the requirements of this chapter.

#### D. Notice of Violation.

1. If a violation of this chapter occurs, the Director shall issue a Notice of Violation. A Notice of Violation shall include:

a. The street address or a description of the building, structure, premises, or land in terms reasonably sufficient to identify its location where the violation occurred;

b. A description of the violation and a reference to the provisions of this chapter which have been violated;

c. A description of the action required to comply with the provisions of this chapter;

d. A statement that the landlord to whom a Notice of Violation is directed may request a hearing. Such request for hearing must be submitted in writing and must be received by the City Clerk no later than ten days after the Notice of Violation has been issued;

e. A statement that penalties will accrue as provided in this chapter;

f. An Advisory Letter to provide the Landlord with a timeline of the process and an invitation to conciliate.

2. The Notice of Violation shall be delivered, in writing, to the person to whom the Notice of Violation is issued by personal delivery or first-class mail.

#### E. Civil Penalties.

1. Any person violating a provision of this chapter shall be subject to the penalties as outlined below.

a. For a violation of Distribution of information required (TMC 1.95.030), Deposit requirements and installment payments (TMC 1.95.040), Notice requirement generally (TMC 1.95.050), or Notice to increase rent requirements (TMC 1.95.060), a landlord shall be subject to the following penalties:

(1) For the first violation for each affected dwelling unit, \$500; and

(2) For each affected dwelling unit for each subsequent violation within a three year period, \$1,000.

b. For a violation of a Notice to vacate (TMC 1.95.070), Tenant Relocation Assistance (TMC 1.95.080), Retaliation prohibited (TMC 1.95.090.A.2), and illegal rental agreement provisions (TMC 1.95.090.A.4), a landlord shall be subject to the following penalties:

(1) For each violation from the date the violation begins for the first ten days of noncompliance, \$250 per day, per dwelling unit;

(2) For each violation for each day beyond ten days of noncompliance until compliance is achieved, \$500 per day, per dwelling unit.

3. If the tenants have already relocated, but a violation of the notices required pursuant to Section 1.95.070 can be demonstrated by the City by a preponderance of the evidence, then any person violating any provision of this chapter shall be subject to a penalty in the amount of \$1,000 per dwelling unit for which the violation occurred.

4. The Director may waive or reduce the penalty if the landlord comes into compliance within ten days of the Notice of Violation or shows that its failure to comply was due to reasonable cause and not willful neglect. If the Director finds a willful violation of this chapter, which resulted in a Notice of Violation outlined above, the Director may issue a Penalty that shall be \$1,000.

5. Any civil penalties paid by the landlord shall be kept by the City.

#### F. Administrative Review by Director.

##### 1. General.

A person to whom a Notice of Violation or penalty is assessed may request an administrative review of the Notice of Violation or penalty.

##### 2. How to request administrative review.

A person may request an administrative review of the Notice of Violation or penalty by filing a written request with the Director within ten days from the date the Notice of Violation or penalty was issued. The request shall state, in writing, the reasons the Director should review the Notice of Violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the Director shall review the information provided. The City has the burden to prove a violation exists by a preponderance of the evidence.

##### 3. Decision of Director.

After considering all of the information provided, the Director shall determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the Notice of Violation or penalty. The Director's decision shall be delivered, in writing, to the person to whom the notice of violation was issued by personal delivery or first class mail.

#### G. Appeals to the Hearing Examiner of Director's Decision.

Appeal of the Director's decision shall be made within ten days from the date of the Director's decision by filing a written notice of appeal, clearly stating the grounds that the appeal is based upon, with the Hearing Examiner, which appeal shall be governed by TMC 1.23.

(Substitute Ord. 28780; passed Sept. 21, 2021: Ord. 28559 Ex. A; passed Nov. 20, 2018)

#### **1.95.100 Severability.**



If any provision or section of this chapter shall be held to be void or unconstitutional, all other parts, provisions, and sections of this chapter not expressly so held to be void or unconstitutional shall continue in full force and effect.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)