



**September 20, 2022
Agenda Bill 22-54
Exhibit 1**

ORDINANCE NO. 2022-646

AN ORDINANCE OF THE CITY OF NEWCASTLE, WASHINGTON, ADOPTING RESIDENTIAL TENANT PROTECTIONS AMENDMENTS TO THE NEWCASTLE MUNICIPAL CODE, AMENDING TITLE 8 OF THE NEWCASTLE MUNICIPAL CODE TO ADOPT RESIDENTIAL TENANT PROTECTIONS INCREASING NOTICE FOR RENT INCREASES, CAPPING LATE FEES, CAPPING MOVE-IN FEES AND DEPOSITS, AUTHORIZING TENANT PAYMENT PLANS, PROHIBITING REQUIREMENT FOR SOCIAL SECURITY NUMBER IN SCREENING MATERIALS, AND AUTHORIZING ALTERATION OF RENT DUE DATE DUE TO TENANT’S FIXED INCOME; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, over the past several years rents in Newcastle and King County have increased, and vacancies for affordable rental housing are at low levels, making it difficult for tenants, especially those with low incomes, to locate affordable rental housing; and

WHEREAS, the King County Regional Affordable Housing Task Force issued its *Final Report and Recommendations for King County*, December 2018 (rev. March 2019) (“*Affordable Housing Task Force Final Report*”), which identifies that renting rather than owning a home increases the chances of being severely cost burdened,¹ and recognizes an existing affordable housing crisis in King County;² and

WHEREAS, the *Affordable Housing Task Force Final Report* includes a regional plan with goals, strategies and a five-year action plan to address the affordable housing crisis, and Goal 4 of the action plan is to “[p]reserve access to affordable homes for renters by supporting tenant protections to increase housing stability and reduce risk of homelessness;”³ and

WHEREAS, a report by the Seattle Women’s Commission and the Housing Justice Project of the King County Bar Association, entitled *Losing Home The Human Cost of Eviction in Seattle* (Sept. 2018) (“*Losing Home Report*”)⁴ identifies that: 1) national research shows eviction is one of the leading causes of homelessness; 2) research data shows that 51.7% of tenants evicted

¹ King County Regional Affordable Housing Task Force, *Final Report and Recommendations for King County*, December 2018 (rev. March 2019) at 15.

² *Id.* at 7.

³ *Id.* at 8.

⁴ *Losing Home Report* lead authors: Tara Cookson, PhD, Margaret Diddams, PhD, Xochitl Maykovich, and Edmund Witter.

were people of color; 3) tenants face steep financial costs resulting from eviction; and 4) 86.5% of eviction filings were for nonpayment of rent and of these, 52% were for one month or less;⁵ and

WHEREAS, the Losing Home Report states that “[b]ecause evictions disproportionately impact marginalized communities and have long-lasting harm on individuals as well as the broader community, it is imperative for local and state governments to take immediate action to address evictions;”⁶ and

WHEREAS, in the face of the affordable housing crisis, several other cities, such as Kenmore, Kirkland, Redmond, Seattle, Auburn, Burien, Kent, Tukwila, and Federal Way and King County have adopted residential tenant protections; and

WHEREAS, A Regional Coalition for Housing (ARCH) was created by interlocal agreement to help coordinate the efforts of Eastside cities to provide affordable housing; and

WHEREAS, the ARCH Interlocal agreement (ILA) establishes a common purpose among ARCH members of acting cooperatively to formulate affordable housing goals and policies; and

WHEREAS, recent Census data estimated that 25,870 renter households in ARCH member jurisdictions are cost-burdened, paying more than 30 percent of income toward housing costs, and 12,550 renter households are severely cost-burdened, paying more than 50 percent of income toward housing costs; and

WHEREAS, local rental assistance programs are finite and have exhausted or nearly exhausted available resources for renters, and such programs are often limited to tenants who have received eviction notices; and

WHEREAS, residents of affordable rental housing created by ARCH member jurisdictions' policies and programs are subject to annual rent increases, based on changes in the area median income (AMI) as published by the Department of Housing and Urban Development (HUD); and

WHEREAS, residents of naturally occurring affordable housing that exists in Newcastle are not protected by ARCH restrictive covenants governing annual rent increases and cost burden analysis; and

WHEREAS, the residents of ARCH-monitored housing and naturally occurring affordable housing in Newcastle will be subject to significant expected rent increases in 2022, which are anticipated to exacerbate cost burdens and create economic displacement and other negative impacts; and

⁵ Losing Home Report at 7.

⁶ Losing Home Report at 7.

WHEREAS, the ARCH ILA establishes an Executive Board with responsibility for providing recommendations to ARCH member jurisdictions regarding local and regional affordable housing policies; and

WHEREAS, at its April 14, 2022, meeting, the ARCH Executive Board adopted Resolution 2022-01 providing for recommendations to ARCH members to adopt the following tenant protections: 1) increased notice of rent increases; 2) cap on late fees; and 3) cap on move-in fees and deposits, and an allowance to pay in installments; and

WHEREAS, the 2020 American Community Survey (ACS) data estimates renters occupy approximately 22 percent of the housing units located in Newcastle and many of those renters are cost burdened or severely cost burdened; and

WHEREAS, at its June 21 and September 20, 2022, regular meetings, the City Council considered adoption of the following tenant protections: 1) increase notice of rent increases, 2) cap on late fees, 3) cap on move in fees and deposits, 3) right to payment plans, 4) prohibit failure to provide a social security number as a screening tool, and 5) authorization to alter rent due dates due to tenant's fixed income; and

WHEREAS, the City Council finds that adoption of the proposed tenant protections aligns with, and is consistent with the purpose of, the following goals and policies from the Newcastle Comprehensive Plan:

Housing Element, Goal 1 (HO-G1) The City should provide a range of housing types to encourage an adequate choice of living accommodation for those desiring to live in Newcastle, regardless of income level and household composition.

Housing Element, Policy 7 (HO-P7) The City shall encourage housing developments that provide a mix of housing types and densities, including housing that is affordable to low and moderate-income households.

Housing Element, Policy 9 (HO-P9) The City should continue to provide financial (e.g. funding, fee waivers, land donation) or technical assistance to establish affordable housing for low and moderate-income households.

Housing Element, Policy 12 (HO-P12) Develop plans and strategies that address Newcastle's proportionate amount of the countywide need for housing affordable to households with moderate, low and very low incomes, including those with special needs.

Housing Element, Policy 23 (HO-P23) The City should support housing options, programs, and services that allow seniors to stay in their homes or neighborhoods; and promote awareness of Universal Design improvements that increase housing accessibility.

Housing Element, Policy 24 (HO-P24) The City shall facilitate the development of housing for seniors through regulatory standards and other strategies recognizing smaller household sizes and lower operational impacts.

Housing Element, Policy 25 (HO-P25) The City should support regional efforts to prevent homelessness and a range of housing options for homeless persons and families, as well as programs to achieve long-term financial independence; and

WHEREAS, the City Council finds that exemptions for landlords who own **X** or fewer units in Newcastle from the proposed residential tenant protections aligns with the following goals and policies from the Newcastle Comprehensive Plan:

Economic Development Policy 7 (ED-P7) The City should continue to work on regulatory reform, including measures that can expedite permitting for business development within the CBC/LBC that is consistent with the Comprehensive Plan and Master Plan, as well as for home business proposals that are in compliance with codes and standards.

Housing Element Policy 13 (HO-P13) The City shall monitor the cumulative impact of fees, off site mitigation, and permit processes, and revise regulations and fees as needed to minimize costs to housing development without unduly compromising environmental protection, public safety, design, and public review; and

WHEREAS, the Growth Management Act of the State of Washington (GMA) contains goals and requirements pertaining to comprehensive planning and the proposed amendments in this ordinance are consistent with the GMA, and the City Council has been guided by the GMA planning goals in its adoption of this ordinance; and

WHEREAS, the City Council finds the proposed tenant protections are consistent with the purpose of the Newcastle Municipal Code (NMC) and desires to amend Title 8 of the NMC by creating a new **Chapter 8.06, Residential Tenant Protections**, to adopt the proposed residential tenant protections, and finds that due to significant changes in housing factors and demographics the adoption of the proposed residential tenant protections is in the best interests of the residents of Newcastle and will promote the public health, safety, and welfare of the City; and

WHEREAS, the City's adoption of tenant protections is categorically exempt from Washington State Environmental Protection Act (SEPA) threshold determinations as per Washington Administrative Code (WAC) Section 197-11-800(19)(b), Procedural Actions (the proposal, amendment or adoption of legislation, rules, regulations, resolutions or ordinances, or of any plan or program) involving text amendments resulting in no substantive changes respecting use or modification of the environment; and

WHEREAS, this Ordinance is adopted pursuant to the City's police powers and regulatory authority derived from Wash. Const. art. XI, Section 11.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEWCASTLE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Statement of Purpose. The purpose of this ordinance is to provide residential tenant protections, consisting of amendments to several sections of Title 8 of NMC.

Section 2. Findings and Conclusions. The City Council adopts the recitals in the above-listed whereas clauses as the findings of fact and conclusions that support the proposed tenant protections amendment.

Section 3. Amendment. The City Council amends Title 8 of the Newcastle Municipal Code, Health and Safety, by creating a new Chapter 8.06, Residential Tenant Protections, as set forth in Exhibit 1 to this Ordinance, attached hereto and incorporated by reference as if set forth in full.

Section 4. Corrections. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 5. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

Section 6. Effective Date. This ordinance shall be published in the City's newspaper of record and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NEWCASTLE, WASHINGTON, at a public meeting thereof this 20th day of September 2022.

Linda Newing, Mayor

APPROVED AS TO FORM

Curtis Chambers, City Attorney

ATTEST

Paul J. White, City Clerk

Adopted:
Published:
Effective:

EXHIBIT 1 to ORD. 22-646
Tenant Protections

1. Amendment: Title 8 of the Newcastle Municipal Code is amended to add Chapter 8.06 and to read as follows:

**Chapter 8.06
RESIDENTIAL TENANT PROTECTIONS**

Section:

- 8.06.010 Definitions.**
- 8.06.020 Applicability.**
- 8.06.030 Notice of Rent Increase.**
- 8.06.040 Move in fees and security deposits – limits – exceptions – payments by tenants.**
- 8.06.050 Late fees – limits.**
- 8.06.060 Late fees – specification of dates – notice – accommodation request not a basis for landlord’s refusal to enter rental agreement.**
- 8.06.070 Requirement of social security number by landlord not required but may be requested –tenant not agreeing to provide social security number not a basis for landlord’s refusal to enter rental agreement – allowed information for screening – allowed landlords actions – liability of landlord for violation.**
- 8.06.080 Provisions in violation of restrictions null and void; exemption.**
- 8.06.090 Rental agreement that waives tenant’s remedies prohibited – Exception.**
- 8.06.100 Violation of chapter by landlord – liability.**

8.06.010 Definitions.

The definitions of this section apply throughout this chapter unless the context clearly requires otherwise. The definitions of RCW 59.18.030 under the Residential Landlord-Tenant Act (RLTA) also apply to this chapter unless otherwise defined in this section.

A. "Dwelling" or "dwelling unit" has the same meaning as RCW 59.18.030(10), as may be amended. At the time of passage of the ordinance codified in this chapter, the RLTA defined "dwelling unit" to mean a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, including but not limited to single-family residences and units of multiplexes, apartment buildings, and mobile homes.

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B. “Landlord” has the same meaning as RCW 59.18.030(16), as may be amended, and excluding the living arrangements identified in RCW 59.18.040. At the time of passage of the ordinance codified in this chapter, the 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.

C. “Rental agreement” or “lease” has the same meaning as RCW 59.18.030(30), as may be amended. 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.

D. “Subsidized housing” has the same meaning as RCW 59.18.030(33), as may be amended. At the time of the passage of the ordinance codified in this chapter, the RLTA defined “subsidized housing” as rental housing for very low-income or low-income households that is a dwelling unit operated directly by a public housing authority or its affiliate, or that is insured, financed, or assisted in whole or in part through one of the following sources: (a) A federal program or state housing program administered by the department of commerce or the Washington state housing finance commission; (b) A federal housing program administered by a city or county government; (c) An affordable housing levy authorized under RCW [84.52.105](#); or (d) The surcharges authorized in RCW [36.22.178](#) and [36.22.179](#) and any of the surcharges authorized in chapter [43.185C](#) RCW.

E. “Tenant” has the same meaning as RCW 59.18.030(34), as may be amended, and excluding the living arrangements identified in RCW 59.18.040, and RCW 59.20.030(24), as may be amended. 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, and RCW 59.20.030 defined “tenant” as any person, except a transient, who rents a mobile home lot.

8.06.020 Applicability.

A. NMC 8.06.030 through NMC 8.06.100 apply to tenancies governed by Chapter 59.18 RCW (RLTA) and Chapter 59.20 RCW (Manufactured/Mobile Home Landlord-Tenant Act) and are in addition to the provisions provided in said chapters.

B. NMC 8.06.030 through NMC 8.06.100 do not apply to persons who own X or fewer rental dwelling units in the City of Newcastle.

8.06.030 Notice of rent increase.

A. Any *rental agreement* or renewal of a *rental agreement* shall include, or shall be deemed to include, a provision requiring not less than:

1. one hundred twenty (120) days' written notice for rent increases greater than three percent (3%); or
2. one hundred eighty (180) days' written notice for rent increases greater than ten percent (10%).

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

8.06.040 Move in fees and security deposits – limits – exceptions – payments by tenants.

A. All move in fees and security deposits charged by a *landlord* before a *tenant* takes possession of a *dwelling unit* shall not exceed one month's rent, except in *subsidized housing* where the amount of rent is set based on the income of the tenant. The exception for *subsidized housing* shall not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437f, commonly known as the choice voucher program.

B. *Tenants* entering *rental agreements* with terms lasting six or more months may choose to pay their move in fees and security deposits in six equal monthly installments over the first six months occupying the *dwelling unit*.

C. *Tenants* entering *rental agreements* with terms lasting fewer than six months or month-to-month *rental agreements*, may choose to pay move in fees and security deposits in two equal monthly installments over the first two months occupying the *dwelling unit*.

D. A landlord is not required to permit a tenant to pay in installments if the total amount of the deposits and nonrefundable fees do not exceed twenty-five percent of the first full month's rent and payment of the last month's rent is not required at the inception of tenancy.

8.06.050 Late fees - limits.

Late fees or costs due to nonpayment of rent charged to a *tenant* shall not exceed one and one-half percent (1.5%) of the *tenant's* monthly rent.

8.06.060 Late fees - specification of dates - notice - accommodation request not a basis for landlord's refusal to enter rental agreement.

A. *Rental agreements* shall include or shall be deemed to include a provision stating that when late fees may be assessed after rent becomes due, the *tenant* may propose that the due date be altered to a different date of the month. Additionally, the provision shall specify that, according to RCW 59.18.170(3), a *landlord* shall agree to such a proposal if it is submitted in writing and the *tenant* can demonstrate that his or her primary source of income is a regular, monthly source of governmental assistance that is not received until after the date rent is due in the *rental agreement*.

B. A *landlord* shall not refuse to enter into a *rental agreement* with a prospective tenant because the prospective tenant requests the accommodations specified in Subsection A.

8.06.070 Requirement of social security number by landlord not required but may be requested - tenant not agreeing to provide social security number not a basis for landlord's refusal to enter into rental agreement - allowed information for screening - allowed landlord actions - liability of landlord for violation.

A. A *landlord* shall not require a social security number for the purposes of screening a prospective tenant, as allowed under RCW 59.18.257. A *landlord* may request a social security number and screen prospective tenants. A *landlord* shall not refuse to enter into a *rental agreement* with a prospective tenant because the prospective tenant does not agree to provide a social security number. A *landlord* may utilize information including, but not limited to, previous names, addresses, personal references and work history to screen prospective tenants. A *landlord* shall maintain the right to take adverse action because of inaccurate, unfavorable or unavailable screening results.

B. A *landlord* found in violation of subsection A. of this section shall be liable to such a prospective tenant in a private right of action for the greater of double the tenant's economic and noneconomic damages or one month of rent of the dwelling unit at issue, and reasonable litigation costs and attorneys' fees.

8.06.080 Provisions in violation of restrictions null and void - Exemption.

A. Any provisions in violation of NMC 8.06.030 through NMC 8.06.070 in a *rental agreement* are null and void and of no lawful force and effect.

B. Nothing in this chapter shall be interpreted or applied so as to create any conflict with federal law. In the event of any conflict, federal requirements shall supersede the requirements of this chapter.

8.06.090 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.

8.06.100 Violation of chapter by landlord - liability.

A *landlord* found in violation of any of the provisions in this chapter, unless otherwise provided in this chapter, shall be liable to such a *tenant* in a private right of action for the greater of double the *tenant's* economic and noneconomic damages or three times the monthly rent of the *dwelling unit* at issue, and reasonable litigation costs and attorneys' fees.

**CITY OF _____
WASHINGTON**

September 20, 2022
Agenda Bill 22-54
Exhibit 2

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF _____, WASHINGTON,
CREATING A NEW CHAPTER ___ OF THE _____ MUNICIPAL
CODE TO ADOPT TENANT PROTECTIONS INCREASING NOTICE
FOR RENT INCREASES, CAPPING LATE FEES, CAPPING MOVE IN
FEES AND DEPOSITS, AND AUTHORIZING TENANT PAYMENT
PLANS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, over the past several years rents in East King County have increased, and vacancies for affordable rental housing are at low levels, making it difficult for tenants, especially those with low incomes, to locate affordable rental housing; and

WHEREAS, the King County Regional Affordable Housing Task Force issued its *Final Report and Recommendations for King County*, December 2018 (rev. March 2019) (“*Affordable Housing Task Force Final Report*”), which identifies that renting rather than owning a home increases the chances of being severely cost burdened,¹ and recognizes an existing affordable housing crisis in King County;² and

WHEREAS, the *Affordable Housing Task Force Final Report* includes a regional plan with goals, strategies and a five-year action plan to address the affordable housing crisis, and Goal 4 of the action plan is to “[p]reserve access to affordable homes for renters by supporting tenant protections to increase housing stability and reduce risk of homelessness”;³ and

WHEREAS, A Regional Coalition for Housing (ARCH) was created by interlocal agreement to help coordinate the efforts of Eastside cities to provide affordable housing; and

WHEREAS, the ARCH Interlocal Agreement (ILA) establishes a common purpose among ARCH members of acting cooperatively to formulate affordable housing goals and policies; and

WHEREAS, recent Census data estimated that 25,870 renter households in ARCH member jurisdictions are cost-burdened, paying more than 30% of income toward housing costs, and 12,550 renter households are severely cost-burdened, paying more than 50% of income toward housing costs; and

WHEREAS, local rental assistance programs are finite and have exhausted or nearly exhausted available resources for renters, and such programs are often limited to tenants who have received eviction notices; and

¹ King County Regional Affordable Housing Task Force, *Final Report and Recommendations for King County*, December 2018 (rev. March 2019) at 15.

² *Id.* at 7.

³ *Id.* at 8.

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WHEREAS, residents of affordable rental housing created by ARCH member jurisdictions' policies and programs are subject to annual rent increases, based on changes in the area median income (AMI) as published by the Department of Housing and Urban Development (HUD); and

WHEREAS, such residents will be subject to significant expected rent increases in 2022, which are anticipated to create significant cost burdens, economic displacement and other negative impacts;

WHEREAS, the ARCH ILA establishes an Executive Board with responsibility for providing recommendations to ARCH member jurisdictions regarding local and regional affordable housing policies; and

WHEREAS, at its April 14, 2022 meeting, the ARCH Executive Board adopted Resolution 2022-01 providing for recommendations to ARCH members to adopt the following tenant protections: 1) increases notice of rent increases; 2) cap on late fees; 3) cap on move in fees and deposits, and allow payment in installments; and

WHEREAS, the City Council desires to create a new Chapter ___ of the ___ Municipal Code to adopt the recommended tenant protections, and finds that such adoption is in the best interests of the residents of _____ and will promote the public health, safety and welfare of the City; and

WHEREAS, this Ordinance is adopted pursuant to the City's police powers and regulatory authority derived from Wash. Const. art. XI, Section 11;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF _____, WASHINGTON ORDAINS AS FOLLOWS:

Section 1. Findings. The City Council adopts the recitals set forth above as findings in support of this Ordinance, which are incorporated by reference as if set forth in full.

Section 2. New Chapter ___ of Municipal Code. The City Council hereby creates Chapter ___ of the _____ Municipal Code as set forth in Exhibit 1 to this Ordinance, attached hereto and incorporated by reference as if set forth in full.

Section 3. Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the ordinance, or the application of the provision to other persons or circumstances, shall not be affected or affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 4. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ___ DAY OF _____ 2022.

AGENDA ITEM #11.1.

CITY OF _____

Mayor

ATTEST:

_____, City Clerk

Approved as to form:

_____, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
ORDINANCE NO.:
DATE OF PUBLICATION:
EFFECTIVE DATE:

EXHIBIT 1 to ORD. _____
Tenant Protections

1. New Chapter _____ of Municipal Code: A new Chapter _____ of the _____ Municipal Code is hereby created to read as follows:

Chapter _____
TENANT PROTECTIONS

Sections:

- _____.010 **Definitions.**
- _____.020 **Applicability.**
- _____.030 **Notice of Rent Increase.**
- _____.040 **Move in fees and security deposits – limits – exceptions – payments by tenants.**
- _____.050 **Late fees – limits.**
- _____.060 **Provisions in violation of restrictions null and void; exemption.**
- _____.070 **Rental agreement that waives tenant’s remedies prohibited – Exception.**
- _____.080 **Violation of chapter by landlord – liability.**

- _____.010 **Definitions.**

The definitions of this section apply throughout this chapter unless the context clearly requires otherwise. The definitions of RCW 59.18.030 under the Residential Landlord-Tenant Act (RLTA) also apply to this chapter unless otherwise defined in this section.

A. "Dwelling" or "dwelling unit" has the same meaning as RCW 59.18.030(10), as may be amended. At the time of passage of the ordinance codified in this chapter, the RLTA defined "dwelling unit" to mean a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, including but not limited to single-family residences and units of multiplexes, apartment buildings, and mobile homes.

B. "Landlord" has the same meaning as RCW [59.18.030](#)(16), as may be amended, and excluding the living arrangements identified in RCW [59.18.040](#). At the time of passage of the ordinance codified in this chapter, the 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.

C. "Rental agreement" or "lease" has the same meaning as RCW [59.18.030](#)(30), as may be amended. 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.

D. "Subsidized housing" has the same meaning as RCW 59.18.030(33), as may be amended. At the time of the passage of the ordinance codified in this chapter, the RLTA defined "subsidized housing" as rental housing for very low-income or low-income households that is a dwelling unit operated directly by a public housing authority or its affiliate, or that is insured, financed, or

assisted in whole or in part through one of the following sources: (a) A federal program or state housing program administered by the department of commerce or the Washington state housing finance commission; (b) A federal housing program administered by a city or county government; (c) An affordable housing levy authorized under RCW [84.52.105](#); or (d) The surcharges authorized in RCW [36.22.178](#) and [36.22.179](#) and any of the surcharges authorized in chapter [43.185C](#) RCW.

E. “Tenant” has the same meaning as RCW 59.18.030(34), as may be amended, and excluding the living arrangements identified in RCW [59.18.040](#), and RCW 59.20.030(24), as may be amended. 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, and RCW 59.20.030 defined “tenant” as any person, except a transient, who rents a mobile home lot.

___ .020 Applicability.

___ .030 through ___ .080 apply to tenancies governed by Chapter 59.18 RCW (RLTA) and Chapter 59.20 RCW (Manufactured/Mobile Home Landlord-Tenant Act) and are in addition to the provisions provided in said chapters.

___ .030 Notice of rent increase.

A. Any *rental agreement* or renewal of a *rental agreement* shall include, or shall be deemed to include, a provision requiring not less than:

1. one hundred twenty (120) days’ written notice for rent increases greater than three percent (3%); or
2. one hundred eighty (180) days’ written notice for rent increases greater than ten percent (10%).

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

___ .040 Move in fees and security deposits – limits – exceptions – payments by tenants.

A. All move in fees and security deposits charged by a *landlord* before a *tenant* takes possession of a *dwelling unit* shall not exceed one month’s rent, except in *subsidized housing* where the amount of rent is set based on the income of the tenant. The exception for *subsidized housing* shall not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437f, commonly known as the housing choice voucher program.

B. *Tenants* entering *rental agreements* with terms lasting six or more months may choose to pay their move in fees and security deposits in six equal monthly installments over the first six months occupying the *dwelling unit*.

C. *Tenants* entering *rental agreements* with terms lasting fewer than six months or month-to-month *rental agreements*, may choose to pay move in fees and security deposits in two equal monthly installments over the first two months occupying the *dwelling unit*.

____.050 Late fees - limits.

Late fees or costs due to nonpayment of rent charged to a *tenant* shall not exceed one and one-half percent (1.5%) of the *tenant's* monthly rent.

____.060 Provisions in violation of restrictions null and void - Exemption.

A. Any provisions in violation of _____.030 through _____.050 in a *rental agreement* are null and void and of no lawful force and effect.

B. Nothing in this chapter shall be interpreted or applied so as to create any conflict with federal law. In the event of any conflict, federal requirements shall supersede the requirements of this chapter.

____.070 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.

____.80 Violation of chapter by landlord - liability.

A *landlord* found in violation of any of the provisions in this chapter, unless otherwise provided in this chapter, shall be liable to such a *tenant* in a private right of action for the greater of double the *tenant's* economic and noneconomic damages or three times the monthly rent of the *dwelling unit* at issue, and reasonable litigation costs and attorneys' fees.

Approved as to form:

_____, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
ORDINANCE NO.:
DATE OF PUBLICATION:
EFFECTIVE DATE: