

ORDINANCE NO. ____

AN ORDINANCE of the City Council of the City of SeaTac, Washington, adopting a new Title 4, Rental Housing, and a new Chapter 4.05 within Title 4, Rental Housing Protections, amending Chapter 1.15 Code Enforcement, providing for severability, and establishing an effective date.

WHEREAS, the SeaTac Comprehensive Plan Housing and Human Services element establishes Policy 3.5A, which reads: “*Use City programs to support physical and social stability in established residential neighborhoods.*”; and

WHEREAS, the City Council adopted the SeaTac Housing Action Plan on September 14, 2021, by Resolution No. 21-010, and the SeaTac Housing Action Plan establishes Objective 5, which reads: “*Help residents and businesses stay in SeaTac, and prevent disruption to communities*”; and

WHEREAS, the SeaTac Housing Action Plan indicates that approximately fifty percent of the SeaTac residential community occupies rental housing, and that average rents in SeaTac increased by forty-eight percent between 2012 and 2020 while area median income only increased by twenty-nine percent in the same time period; and

WHEREAS, SeaTac, together with the King County region, is facing an affordable housing crisis and several other cities, such as Auburn, Burien, Federal Way, Kenmore, Kent, Redmond, Seattle, Tukwila, and King County have adopted tenant protections; and

WHEREAS, the City Council finds and declares that this ordinance is necessary to stabilize rental housing within SeaTac; and

WHEREAS, the City Council desires to reduce the risk of displacement of residents by adopting rental housing regulations for inclusion in the SeaTac Municipal Code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEATAC, WASHINGTON, DO ORDAIN as follows:

Section 1. **Adopting a New Title 4, Rental Housing, and Chapter 4.05, Rental Housing Protections within the SeaTac Municipal Code (SMC).** There is adopted a new SeaTac Municipal Code Title 4, Rental Housing, and a new SeaTac Municipal Code Chapter 4.05, Rental Housing Protections to read as set forth attached hereto as Exhibit “A”, incorporated by this reference as if fully set forth herein.

Section 2. **Amending SMC 1.15.025, Code Enforcement.** SMC 1.15.025 is amended to read as follows:

A. Violations of the following titles and chapters of the SeaTac Municipal Code shall be remedied in accordance with SMC 1.15.045 through 1.15.075 by way of correction agreement and/or notice of infraction:

1. Chapter 5.05 SMC, regarding business licenses and regulations;
2. Chapter 5.10 SMC, relating to solicitors and canvassers;
3. Chapter 7.15 SMC, regarding property maintenance;
4. Chapter 7.25 SMC, regarding junk vehicles and vehicle storage;
5. Chapter 7.40 SMC, relating to garbage code; and
6. Repeat violations of any City code.

B. Violations of the following titles and chapters of the SeaTac Municipal Code shall be remedied in accordance with SMC 1.15.120 through 1.15.160, the notice and order procedures:

1. Chapter 4.05, relating to rental housing protections;
2. Chapter 11.05 SMC, relating to road standards;
- ~~23.~~ Chapter 11.10 SMC, relating to right-of-way use;
- ~~34.~~ Chapter 12.10 SMC, relating to storm water management;
- ~~45.~~ SMC Title 13, related to buildings and construction, unless otherwise specified; and
- ~~56.~~ SMC Title 15, Zoning Code violations, unless provided otherwise.

However, repeat violations of Chapter 11.05, 11.10 or 12.10 SMC or SMC Title 13 or 15 may be remedied in accordance with SMC 1.15.065 through 1.15.075, notice of infraction procedures.

C. Monetary Penalties – General. Any person violating any provision or regulation of the SeaTac Municipal Code may be subject to the assessment of civil penalties pursuant to this chapter. The monetary penalty for each violation per day or portion thereof shall be as follows:

1. For nonresidential violations:
 - a. First day of each violation, one hundred dollars (\$100.00);
 - b. Second day of each violation, two hundred dollars (\$200.00);
 - c. Third day of each violation, three hundred dollars (\$300.00);
 - d. Fourth day of each violation, four hundred dollars (\$400.00);
 - e. Each additional day of violation beyond four days, five hundred dollars (\$500.00) per day.
2. For residential violations, the penalty is one hundred dollars (\$100.00) per day of violation.
3. Payment of a monetary penalty does not relieve the person to whom the penalty was issued or assessed against of the duty to correct the violation.

D. Monetary Penalties – Environmentally Sensitive Areas. The code compliance provisions for environmentally sensitive areas as codified under Chapter 15.700 SMC are intended to encourage compliance and to protect environmentally sensitive areas and the general public from harm and to further the remedial purposes of this title. To achieve this, persons responsible for code compliance will not only be required to restore damaged or altered environmentally sensitive areas, insofar as that is possible and beneficial, but will also be required to pay a civil monetary penalty for the redress of ecological, recreation, and economic values lost or damaged due to their unlawful action.

1. The provisions of this section are in addition to and not in lieu of any other penalty, sanction or right of action provided by law for other related violations.
2. In addition to any other persons who may be responsible for violations occurring within or on environmentally sensitive areas, the owner of the land upon which the violation occurred shall be jointly and severally liable for the restoration of the site and the payment of any civil monetary penalty imposed.
3. Any person in violation of the environmentally sensitive areas under Chapter 15.700 SMC shall be subject to both the civil monetary penalties set forth in subsection (C) of this section and an amount reasonably determined by the City to be equivalent to:
 - a. The economic benefit that the person responsible for the violation derives from the violation, as measured by the greater of the resulting increase in market value of the property or the value received by the person responsible for the violation; and/or
 - b. Savings of construction costs realized by the person responsible for the violation as a result of performing any act in violation of Chapter 15.700 SMC; and/or
 - c. Reasonable value of property damaged.

Section 3. **Corrections.** Upon approval of the City Attorney’s Office, the City Clerk and the Code Reviser are authorized to make necessary corrections without altering intent, including the correction of clerical errors, references to other local, state, or federal laws, codes, rules, or regulations; or Ordinance numbering and section/subsection numbering.

Section 4. **Severability.** Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 5. **Effective Date.** This Ordinance shall be in full force and effect thirty (30) days after passage and publication as required by law.

ADOPTED this _____ day of _____, 2023, and signed in authentication thereof on this _____ day of _____, 2023.

CITY OF SEATAC

Jake Simpson, Mayor

ATTEST:

Kristina Gregg, City Clerk

Approved as to Form:

Mary E. Mirante Bartolo, City Attorney

1 Exhibit A to Ordinance No. _____

2 SeaTac Title 4, Rental Housing

3 Chapter 4.05, Rental Housing Protections

- 4
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18 **4.05.010 Purpose and intent.**

19 The purpose of this chapter is to promote increased housing security in SeaTac by establishing
20 regulations and standards, related to the terms established within a rental agreement between a
21 landlord(s) and tenant(s), and supplementing those provisions contained in RCW 59.18, the
22 Residential Landlord Tenant Act of 1973 (“RLTA”), as amended. To achieve this purpose, this
23 chapter establishes minimum notice requirements for rental rate increases, establishes maximum
24 fee amounts, protects renter privacy, allows for the adjustment of rental due dates, and
25 establishes additional just cause protections for renters.

26 The intent of this chapter is to establish a rental program to support physical and social stability
27 in established residential neighborhoods. The regulations contained in this chapter are intended
28 to balance the needs of the landlord and tenant. SeaTac recognizes that the renting of residential
29 property is a commercial venture where owners and landlords must evaluate risk, profit, and loss.
30 Providing housing for SeaTac residents directly impacts quality of life, and therefore requires
31 regulations to ensure that it is equitably undertaken. This chapter strives to ensure housing
32 security for current and future residents and addresses potential retaliation against tenants who
33 make complaints about housing conditions.

34 **4.05.020 Applicability**

35 SMC 4.05.020 through 4.05.110 apply to tenancies governed by Chapter 59.18 RCW (RLTA)
36 and Chapter 59.20 RCW (Manufactured / Mobile Home Landlord Tenant Act) and are in
37 addition to the provisions provided in said chapters.

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4.05.030 Definitions

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

“Days” means calendar days unless otherwise provided.

“Director” means the city of SeaTac Director of the Community and Economic Development department, or the director’s designee.

“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.

“Immediate family member” 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 “immediate family member” to include the spouse or domestic partner, dependent children, and other dependent relatives.

“Landlord” has the same meaning as RCW 59.18.030 as may be amended and excluding 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 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.

“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).

“Rent” 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.

“Rental agreement” 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.

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

4 “Subsidized housing” has the same meaning as RCW 59.18.030(33), as may be amended. At the
5 time of the passage of the ordinance codified in this chapter, the RLTA defined “subsidized
6 housing” as rental housing for very low-income or low-income households that is a dwelling unit
7 operated directly by a public housing authority or its affiliate, or that is insured, financed, or
8 assisted in whole or in part through one of the following sources: (a) a federal program or state
9 housing program administered by the department of commerce or the Washington State Housing
10 Finance Commission; (b) a federal housing program administered by a city or county
11 government; (c) an affordable housing levy authorized under RCW 84.52.105; or (d) the
12 surcharges authorized in RCW 36.22.178 and 36.22.179 and any of the surcharges authorized in
13 Chapter 43.185C RCW.

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

17 “Tenant” has the same meaning as RCW 59.18.030(34), as may be amended, and excluding the
18 living arrangements identified in RCW 59.18.040 and 59.20.030(24), as may be amended. At the
19 time of passage of the ordinance codified in this chapter, the RLTA defined “tenant” as any
20 person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under
21 a rental agreement, and RCW 59.20.030 defined “tenant” as any person, except a transient, who
22 rents a mobile home lot.

23 **4.05.040 Distribution of information required.**

24 (1) Distribution of Information Packets by Landlord.

25 (a) The director shall prepare, and update as necessary, summaries of this chapter, the
26 SeaTac Property Maintenance Code (Chapter 13.210 SMC), state RLTA (Chapter 59.18
27 RCW), Forcible Entry and Forcible and Unlawful Detainer (Chapter 59.12 RCW), and
28 fair housing laws, describing the respective rights, obligations, and remedies of landlords
29 and tenants, including information about legal resources available to tenants.

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

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

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

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

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

12 (2) Notice of Resources. A landlord is required to provide a copy of a resource summary,
13 prepared by the city, to any tenant when the landlord provides a notice to a tenant under RCW
14 59.12.030.

15
16 **4.05.050 Deposit requirements and installment payments permitted**

17 (1) Installment Payments, Generally.

18 (a) Upon a tenant's written request, tenants may pay security deposits, nonrefundable
19 move-in fees, and/or last month's rent in installments as provided herein; except that the
20 tenant cannot elect to pay the security deposit and nonrefundable move-in fees in
21 installments if:

22 (i) the total amount of the security deposit and nonrefundable move-in fees does
23 not exceed 25 percent of the first full month's rent for the tenant's dwelling unit;
24 and,

25 (ii) payment of last month's rent is not required at the inception of the tenancy.

26 (b) Landlords may not impose any fee, charge any interest, or otherwise impose a cost on
27 a tenant because a tenant elects to pay in installments.

28 (c) Installment payments are due at the same time as rent is due.

29 (d) All installment schedules must be in writing, signed by both parties.

30 (e) The sum of any security deposits, nonrefundable move-in fees, and/or last month's
31 rent may not exceed one month's rent, except in subsidized housing where the amount of
32 rent is set based on the tenants' income.

33 (f) The exception for subsidized housing shall not include tenancies regulated under
34 Section 8 of the Housing Act of 1937, 42 U.S.C. Section 1437f, commonly known as the
35 "choice voucher program."
36

37 (2) Fixed-Term Tenancies for Six Months or Longer. Tenants entering rental agreements with
38 terms lasting six or more months may choose to pay the security deposit, nonrefundable move-in
39 fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the
40 inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report,
41 in six equal monthly installments over the first six months occupying the dwelling unit.

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2 (3) Month-to-Month or Tenancy Lasting Fewer Than Six Months. Tenants entering rental
3 agreements with terms lasting fewer than six months or month-to-month rental agreements may
4 choose to pay the security deposit, nonrefundable move-in fees, and last month's rent, excluding
5 any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the
6 landlord for the cost of obtaining a tenant screening report, in two equal installments. The first
7 payment is due at the inception of the tenancy, and the second payment is due on the first day of
8 the second month or period of the tenancy.

9
10 (4) Paying in installments does not apply to a landlord obtaining a tenant screening report, which
11 report cost paid by the tenant shall be limited to the standard and actual cost of the tenant
12 screening report.

13
14 (5) No security deposit may be collected by a landlord unless the rental agreement is in writing
15 and a written checklist or statement specifically describing the condition and cleanliness of or
16 existing damages to the premises and furnishings, including, but not limited to, walls, floors,
17 countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at
18 the beginning of the tenancy. The checklist or statement shall be signed and dated by the
19 landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or
20 statement.

21
22 (6) Nothing in this chapter prohibits a landlord from bringing an action against a tenant to
23 recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling
24 unit for which the tenant is responsible. The landlord may seek attorney's fees for such an action
25 as authorized by Chapter 59.18 RCW.

26
27 **4.05.060 Late fees**

28 (1) Any fees for late payment of rent shall not exceed \$10.00 per month. No other fees may be
29 charged for late payment of rent. Any rental agreement provision providing for such fees shall be
30 deemed void with respect to any provision prohibited by this subsection. This section shall not
31 apply to or limit decisions, orders, and rulings of courts of competent jurisdiction.

32
33 (2) Any notice to pay or vacate served under RCW 59.12.030(3) shall include within the notice
34 in at least 16 point bold font the following information: "You have 14 days to pay the rent
35 required by this notice. After 14 days, you may pay the rent but will have to include a late fee
36 totaling at most \$10.00 per month for each month of rent owed. If the landlord has started a court
37 case to evict you and the case is filed in court, you will need to pay court costs as well before the
38 hearing date to avoid eviction."

39
40 **4.05.070 Rent increases**

41 (1) Rent increases shall comply with the provisions of the Washington State Residential
42 Landlord-Tenant Act as established by Chapter 59.18 RCW.

1 (2) A landlord may not increase the rent or charge any non-rent charges except in accordance
2 with this section. Any rental agreement or renewal of a rental agreement shall state the dollar
3 amount of the rent or rent increase and include, or shall be deemed to include, a provision
4 requiring not less than:

5 (a) 120 days' prior notice to the tenant of a rent increase over three percent.

6 (b) 180 days' prior notice to the tenant of a rent increase over ten percent.

7 (3) If the rental agreement governs a subsidized tenancy where the amount of rent is based on the
8 income of the tenant or circumstances specific to the subsidized household, the landlord shall
9 provide a minimum of 30 days' prior written notice of an increase in the amount of rent to each
10 affected tenant. In the event of such an increase, the tenant may terminate the tenancy
11 immediately upon surrendering the dwelling unit prior to the increase taking effect. The tenant
12 shall only owe pro rata rent through the date upon which the premises are surrendered. Any
13 notice increasing the current rent shall inform the tenant that they may terminate the tenancy at
14 any time and owe pro rata rent through the date the tenant surrenders the dwelling unit.

15 (4) A landlord shall not increase the rent to be charged to a tenant by any amount if the dwelling
16 unit has defective conditions making the dwelling unit uninhabitable or is otherwise in violation
17 of RCW 59.18.060, Landlord duties, as it exists or may be amended. If the tenant believes the
18 dwelling unit has defective conditions making the unit uninhabitable the tenant shall notify the
19 landlord in writing as required by RCW 59.18.070 before the effective date listed in the notice of
20 rent increase.

21
22 **4.05.080 Due date adjustments**

23 All rental agreements executed after the adoption of the ordinance codified in this chapter shall
24 include a provision allowing tenants to adjust the due date of rent payments if the tenant has a
25 regular primary source of income, monthly source of governmental assistance, or fixed income
26 source (e.g., social security) that the tenant receives on a date of the month that is incongruent
27 with paying rent on the date otherwise specified in the rental agreement. A landlord shall not
28 refuse to rent to a prospective tenant or terminate a lease based on a request for a due date
29 adjustment.

30
31 **4.05.090 Just cause eviction.**

32 (1) Tenant evictions within the City of SeaTac shall comply with the provisions of the
33 Washington State Residential Landlord-Tenant Act as established by Chapter 59.18 RCW.

34
35 ~~(2) A landlord of housing units shall not evict or attempt to evict any tenant, or otherwise~~
36 ~~terminate or attempt to terminate the tenancy of any tenant or refuse to renew or continue the~~
37 ~~rental agreement after the expiration of the rental agreement, unless the landlord can prove in~~
38 ~~court that just cause exists.~~

39
40 ~~(3)~~ A landlord may not evict residential tenants from rental housing units if the units are not
41 licensed with the city of SeaTac, regardless of whether just cause for eviction may exist.

1 (a) A landlord is in compliance with licensing requirement if the rental housing unit is
2 licensed with the city of SeaTac pursuant to Chapter 5.05 SMC before entry of a court
3 order authorizing eviction or before a writ of restitution is granted.

4 (b) A court may grant a continuance in an eviction action in order to give the landlord
5 time to license the rental housing unit.
6

7 (43) The reasons for termination of tenancy listed below, ~~and no others~~, shall constitute just
8 cause under this section:

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

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

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

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

22 (e) The owner seeks possession so that the owner or a member of his or her immediate
23 family may occupy the unit as that person's principal residence and no substantially
24 equivalent unit is vacant and available in the same building, and the owner has given the
25 tenant at least 90 days' advance written notice of the date the tenant's possession is to
26 end. The director may reduce the time required to give notice to no less than 60 days if
27 the director determines that delaying occupancy will result in a personal hardship to the
28 owner or to the owner's immediate family. Personal hardship may include but is not
29 limited to hardship caused by illness or accident, unemployment, or job relocation. There
30 is a rebuttable presumption of a violation of this subsection (43)(e) if the owner or a
31 member of the owner's immediate family fails to occupy the unit as that person's
32 principal residence for at least 60 consecutive days during the 90 days immediately after
33 the tenant vacated the unit pursuant to a notice of termination or eviction using this
34 subparagraph as the cause for eviction;

35 (f) The owner elects to sell a dwelling unit subject to the provisions of this chapter and
36 gives the tenant at least 90 days' written notice prior to the date set for vacating, which
37 date shall coincide with the end of the term of a rental agreement, or if the agreement is
38 month to month, with the last day of a monthly period. The director may reduce the time
39 required to give notice to no less than 60 days if the director determines that providing 90
40 days' notice will result in a personal hardship to the owner. Personal hardship may
41 include but is not limited to hardship caused by illness or accident, unemployment, or job
42 relocation. For the purposes of this subsection, an owner "elects to sell" when the owner
43 makes reasonable attempts to sell the dwelling within 30 days after the tenant has

1 vacated, including, at a minimum, listing it for sale at a reasonable price with a realty
2 agency or advertising it for sale at a reasonable price in a newspaper of general
3 circulation. There shall be a rebuttable presumption that the owner did not intend to sell
4 the unit if:

- 5 (i) Within 30 days after the tenant has vacated, the owner does not list the single-
6 family dwelling unit for sale at a reasonable price with a realty agency or
7 advertise it for sale at a reasonable price in a newspaper of general circulation, or
8 (ii) Within 90 days after the date the tenant vacated or the date the property was
9 listed for sale, whichever is later, the owner withdraws the rental unit from the
10 market, rents the unit to someone other than the former tenant, or otherwise
11 indicates that the owner does not intend to sell the unit;

12 (g) The tenant's occupancy is conditioned upon employment on the property and the
13 employment relationship is terminated;

14 (h) The owner seeks to do substantial rehabilitation in the building and gives the tenant at
15 least 120 days' written notice prior to the date set for vacating. To utilize this basis as the
16 rationale for termination, the owner must obtain at least one permit necessary for the
17 rehabilitation before terminating the tenancy;

18 (i) The owner elects to demolish the building, convert it to a cooperative, or convert it to
19 a nonresidential use and gives the tenant at least 120 days' written notice prior to the date
20 set for vacating. To utilize this basis as the rationale for termination, the owner must
21 obtain a permit necessary to demolish or change the use before terminating any tenancy
22 or converting the building to a condominium;

23 (j) The owner seeks to discontinue use of a housing unit unauthorized by SMC Title 15
24 after receipt of a notice of violation;

25 (k) The owner seeks to reduce the number of individuals residing in a dwelling unit to
26 comply with the maximum limit of individuals allowed to occupy one dwelling unit as
27 required by SMC Title 13; and

28 (i)

29 (A) The number of such individuals was more than is lawful under the
30 current version of SMC Title 13; and

31 (B) That number has not increased with the knowledge or consent of the
32 owner; and

33 (C) The owner is either unwilling or unable to obtain a permit to allow the
34 unit with that number of residents; and

35 (ii) The owner has served the tenants with a 30-day notice, informing the tenants
36 that the number of tenants exceeds the legal limit and must be reduced to the legal
37 limit; and

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

41 (iv) If there is more than one rental agreement for the unit, the owner may choose
42 which agreements to terminate; provided, that the owner may either terminate no
43 more than the minimum number of rental agreements necessary to comply with

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

4 (l) An emergency order requiring that the housing unit be vacated and closed has been
5 issued pursuant to SMC Title 13 and the emergency conditions identified in the order
6 have not been corrected;

7 (m) The owner seeks to discontinue sharing with a tenant of the owner's own housing
8 unit, i.e., the unit in which the owner resides, seeks to terminate the tenancy of a tenant of
9 an accessory dwelling unit that is accessory to the housing unit in which the owner
10 resides, or seeks to terminate the tenancy of a tenant in a single-family dwelling unit and
11 the owner resides in an accessory dwelling unit on the same lot. This subsection does not
12 apply if the owner has received a notice of violation of the development standards of
13 SMC Title 15;

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

21 (i) Engages in drug-related activity that would constitute a violation of Chapter
22 69.41, 69.50, or 69.52 RCW; or

23 (ii) Engages in activity that is a crime under the laws of this state, but only if the
24 activity substantially affects the health or safety of other tenants or the owner.
25

26 ~~(54)~~ Any rental agreement provision which waives or purports to waive any right, benefit or
27 entitlement created by this section shall be deemed void and of no lawful force or effect.
28

29 ~~(65)~~ With any termination notices required by law, owners terminating any tenancy protected by
30 this section shall advise the affected tenant or tenants in writing of the reasons for the termination
31 and the facts in support of those reasons.
32

33 ~~(76)~~ If a tenant who has received a notice of termination of tenancy claiming subsection ~~(43)~~(e),
34 (f) or (m) of this section as the ground for termination believes that the owner does not intend to
35 carry out the stated reason for eviction and makes a complaint to the director, then the owner
36 must, within 10 days of being notified by the director of the complaint, complete and file with
37 the director a certification stating the owner's intent to carry out the stated reason for the
38 eviction. The failure of the owner to complete and file such a certification after a complaint by
39 the tenant shall be a defense for the tenant in an eviction action based on this ground.
40

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

1
2 (98) It shall be a violation of this section for any owner to evict or attempt to evict any tenant or
3 otherwise terminate or attempt to terminate the tenancy of any tenant using a notice which
4 references subsection (43)(e), (f), (h), (k), (l) or (m) of this section as grounds for eviction or
5 termination of tenancy without fulfilling or carrying out the stated reason for or condition
6 justifying the termination of such tenancy.

7
8 (109) An owner who evicts or attempts to evict a tenant or who terminates or attempts to
9 terminate the tenancy of a tenant using a notice which references subsection (43)(e), (f) or (h) of
10 this section as the ground for eviction or termination of tenancy without fulfilling or carrying out
11 the stated reason for or condition justifying the termination of such tenancy shall be liable to
12 such tenant in a private right for action for damages up to \$2,000, costs of suit, or arbitration and
13 reasonable attorney's fees.

14
15
16 **4.05.100 Social Security numbers**

17 (1) No landlord shall require that any tenant, prospective tenant, occupant, or prospective
18 occupant of rental property provide a social security number. Alternative proof of financial
19 eligibility such as portable screening reports or other proof of income must also be accepted,
20 where available, if offered by the tenant.

21
22 (2) Nothing in this section shall prohibit a rental housing owner or nonowner manager from
23 either:

24 (a) Complying with any legal obligation under federal law.

25 (b) Requesting information or documentation necessary to determine or verify the
26 financial qualifications of a prospective tenant, or to determine or verify the identity of a
27 prospective tenant or prospective occupant. However, if the rental housing owner or
28 nonowner manager requests a social security number for verifying financial
29 qualifications, other documentation sufficient to verify financial qualifications must also
30 be accepted, such as portable screening reports, Individual Taxpayer Identification
31 Number (ITIN) or other proof of income, and if a person is offering alternative means,
32 the rental housing owner or nonowner manager must offer the same terms to the applicant
33 as if a social security number was provided.

34 (3) A landlord may utilize information including, but not limited to, previous names, addresses,
35 personal references, and work history to screen prospective tenants. A landlord shall maintain the
36 right to take adverse action because of inaccurate, unfavorable, or unavailable screening results.

37
38 **4.05.110 Enforcement**

39 (1) A violation of this Chapter 4.05 shall be a violation as defined by SMC 1.15.020 and shall be
40 subject to the code enforcement provisions of SMC 1.15 Code Enforcement.

41 (2) Powers and Duties of the Director.

1 (a) The director is authorized to enforce this chapter consistent with the provisions of
2 SMC 1.15 Code Enforcement.

3 (b) The director shall attempt to settle by agreement any alleged violation or failures to
4 comply with the provisions of this chapter; provided, that nothing herein shall create a
5 right or entitlement of a landlord to settlement by agreement.

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

11 (3) Any provision in violation of SMC 4.05.040 through 4.05.100 in a rental agreement are null
12 and void and of no lawful force and effect.

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