



In Depth Overview of the Rental Housing Code and Landlord Fairness Code

City of Tacoma | Community and Economic Development

Community Vitality and Safety Committee
August 28, 2025



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OVERVIEW



- Discussion of the rental laws that rental housing property owners and/or operators must comply with within the Tacoma city limits
- Landlords must comply with the following:
 - Rental Housing Code (TMC 1.95, RHC)
 - Landlord Fairness Code Initiative (TMC 1.100, LFCI)
 - Washington State Residential Landlord-Tenant Act (RCW 59.18, RLTA)

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OVERVIEW CONT.

List of core policies that overlap across the three rental laws effective in Tacoma city limits

- Standardized screening criteria
- Rental agreement regulations
- Fee and deposit standards
- Notice of rent increase
- Shared housing standards
- Business license requirement, health and safety compliance
- Relocation assistance
- Eviction prohibitions
- Penalties and enforcement



Standardized Screening Criteria

State Law (RCW 59.18, RLTA)	Rental Housing Code (TMC 1.95, RHC)	Landlord Fairness Code (TMC 1.100, LFCI)	Impacts/Conflicts
None	<ul style="list-style-type: none"> • Sets the standard income to rent requirement as 2.5x or 3x monthly rent based on HUD fair rental rates. • Prohibits landlord from having a blanket ban on a tenant with felony convictions, and arrest records. • Requires landlords to do individual assessments of proposed tenants' criminal history to determine eligibility based on the severity and how long ago the offense occurred. • Prohibit the landlord from requiring an SSN as the only way a tenant can apply for housing. 	None	None



RENTAL AGREEMENT REGULATIONS

State Law (RCW 59.18)	Rental Housing Code (TMC 1.95)	Landlord Fairness Code (TMC 1.100)	Impacts/Conflicts
None	<p>Rental Agreements must include:</p> <ul style="list-style-type: none"> Number of legal occupants as outlined in TMC 2.01.060.V (based on legal bedrooms). List uninhabitable spaces such as attics, basements, and garages that have not been properly permitted for occupancy. <p>Landlords are prohibited from:</p> <ul style="list-style-type: none"> Assessing penalties or forfeiture of deposit if a tenant terminates the tenancy before expiration of a minimum term month-to-month rental agreement. Regulating or restricting dogs based on breeds, unless they have an insurance company-required breed restrictions, provided that any breed of service animal shall be allowed. 	None	None



FEE AND DEPOSIT STANDARDS

State Law (RCW 59.18)	Rental Housing Code (TMC 1.95)	Landlord Fairness Code (TMC 1.100)	Impacts/Conflicts
<ul style="list-style-type: none"> Allows tenants to pay move-in cost in installment payments. Requires tenant to request to pay in installments in writing. 	<ul style="list-style-type: none"> Allows tenants to pay move-in cost in installment payments. Requires landlord to provide tenant with "Installment Payment Plan Request" form at the time of application. Limits the amount of late fee the landlord to 1.5% and cannot exceed \$75 max per month. Requires the landlord to actively take steps to recover late fees during tenancy, such as serving monthly or quarterly notices or invoices. Prohibit landlords who do not address late fees during tenancy from withholding them from deposit or reporting them to prospective landlords at end of tenancy. Pet damage deposit cannot exceed 25% of one month's rent and any portion not used to repair pet damage must be returned to tenant upon termination of tenancy. 	<p>Prohibits:</p> <ul style="list-style-type: none"> Rental application fees not complying with RCW 59.18.257 Any non-refundable fee charged at the beginning of the tenancy including but not limited to a fee to hold a unit prior to the tenant taking possession, Move-in fees that in total exceed the first month's rent including but not limited to fees required to apply for tenancy (including processing fees and credit and background check charges), security deposits, prepayment of rent (e.g., "last month's rent"), but excluding a valid pet fee. Any fee or charge for late payment of rent exceeding \$10.00 per month. Pet damage deposit exceeding 25% of one month's rent. <p>And:</p> <ul style="list-style-type: none"> Any rental agreement shall be deemed void to the extent it requires payment of fees prohibited by this section. 	<ul style="list-style-type: none"> The RLTA requires the tenant to request to make installment payments, whereas the RHC requires the landlord to provide the tenants the option to make installment payments. Landlords will use the late fee requirements in the RHC and charge the 1.5% instead of the \$10 outlined in the LFCL. Landlords will charge the \$10 late fee in the LFCL, when the charge is less using the 1.5% required in the RHC.



NOTICE OF RENT INCREASE

State Law (RCW 59.18)	Rental Housing Code (TMC 1.95)	Landlord Fairness Code (TMC 1.100)	Impacts/Conflicts
<ul style="list-style-type: none"> Prohibits rent increases during the first year of a new lease Limits rent increase to 7% plus the Consumer Price Index, or 10 present, whichever is less during any 12-month period (w/ certain exceptions). Requires a 90-day written notice before increasing rent. Requires the use of the "Rent and Fee Increase" notice provided by Washington State Department of Commerce. Authorizes the tenant or attorney general to bring court action to enforce compliance. 	<ul style="list-style-type: none"> Requires a 120-day written notice before increasing rent. Requires the use of "Notice of Rent Increase" form provided by the COT. No cap on rent increase. Allows enforcement for violations (civil penalties). No rent increase w/o COT rental business license. 	<ul style="list-style-type: none"> Requires two written notices to increase rent: <ul style="list-style-type: none"> 1st notice between 210-180 days. 2nd notice between 120-90 days. Requires the use of "Notice of Rent Increase" form provided by the COT. No rent increase w/o COT rental business license. Allows enforcement for violations (private civil remedies). Requires relocation assistance if rent increase is 5% or more. 	<ul style="list-style-type: none"> Requires a landlord to follow the requirements of the RLTA, RHC, and LFCI when increasing rent. Hearing that Landlords with rental property do not believe they have to adhere to the rent caps outlined in HB 1217, since the RHC doesn't have any. COT can only enforce on violations of the RHC, and private civil remedies must be used as outlined in the RLTA and LFCI.



SHARED HOUSING STANDARDS

State Law (RCW 59.18)	Rental Housing Code (TMC 1.95)	Landlord Fairness Code (TMC 1.100)	Impacts/Conflicts
None	<ul style="list-style-type: none"> Require that the master lease holder provide contact information for the sublet tenants and the property owner at time of tenancy. Require separate leases when renting to four or more tenants. Require lease to state the legal number of occupants and habitable spaces in the unit (TMC prohibits the renting of attics, basements, and/or garages that have not been properly permitted). Require the property owner to serve any notices that can lead to eviction to the master lease holder and appropriate number of notices for all sublet tenants. Require master lease holder to serve any notices that can lead to eviction by property owner to all sublet tenants. Prohibits property owner with a master lease agreement from starting the Unlawful Detainer Action (eviction) if they cannot show notices were served to all sublet tenants. 	None	None

BUSINESS LICENSE REQUIREMENT HEALTH AND SAFETY COMPLIANCE



State Law (RCW 59.18)	Rental Housing Code (TMC 1.95)	Landlord Fairness Code (TMC 1.100)	Impacts/Conflicts
None	<ul style="list-style-type: none"> Landlord shall not serve a notice to vacate or rent increase unless they have complied with a business license and health and safety requirements. Defense to eviction in court. 	<ul style="list-style-type: none"> Landlord cannot raise rent if landlord is determined to be in violation of laws related to health and safety, according to the procedures detailed in TMC 2.01.050 OR the dwelling unit has defective conditions making the dwelling unit uninhabitable per RCW 59.18.060 Defense to eviction in court 	None

RELOCATION ASSISTANCE



State Law (RCW 59.18)	Rental Housing Code (TMC 1.95)	Landlord Fairness Code (TMC 1.100)	Impacts/Conflicts
<ul style="list-style-type: none"> Allows jurisdictions to implement code or ordinance that requires relocation assistance to low-income tenants when they are displaced due to significant rehabilitation, demolition, change in use of their rented residence. 	<ul style="list-style-type: none"> Low-income tenants are entitled to relocation assistance in the amount of \$2,000 in relocation assistance to assist in the costs of moving in situations where they are being displaced due to significant rehabilitation, demolition, change in use of their rented residence. This is a 50/50 split between the City and the landlord. Landlord must comply with relocation assistance and its requirements pursuant to RCW 59.18.085, when the unit is deemed uninhabitable by the city. 	<p>After receiving a notice of rent increase, a tenant who decides to relocate rather than paying the rent increase, may send the landlord a written request for relocation assistance in the following amounts:</p> <ul style="list-style-type: none"> 5% rent increase = 2 months' rent 7.5-10% rent increase = 2.5 months' rent. Over 10% or more rent increase = 3 month's rent. Landlord is required to pay within thirty days of receiving request. If the tenant is unable to relocate and remains in the dwelling unit at the increased rent, the tenant must repay the relocation assistance. The requirement to pay tenant relocation assistance will not apply to: <ul style="list-style-type: none"> a landlord and tenant living on the same site if the site has four or fewer dwelling units tenants who have lived in the dwelling unit for less than six months a landlord that temporarily rents out the landlord's principal residence during the landlord's absence due to active-duty military service. 	<ul style="list-style-type: none"> The RLTA and RHC do not require a landlord to pay relocation assistance for rent increases.



EVICTION PROHIBITIONS

State Law (RCW 59.18)	Rental Housing Code (TMC 1.95)	Landlord Fairness Code (TMC 1.100)	Impacts/Conflicts
<ul style="list-style-type: none"> Requires landlords to follow the "Just Cause Eviction" (JCE) provisions as outlined in RCW 59.18.650. 	<ul style="list-style-type: none"> Requires landlords to follow JCE provisions which are year-round. 	<ul style="list-style-type: none"> Prohibits evictions during school year, for households with students or children under 18, or currently enrolled in school, a person having legal custody of child or student, or educator during the Tacoma Public School District school year. Prohibit "cold-weather evictions" between November 1 to April 1, Landlord cannot evict a tenant based on status as a member of the military, first responder, senior, family member, health care provider, or educator. Landlords can still carry out evictions at any time if tenants are posing a threat to others or their property, using their apartments for illegal purposes, an owner or family moves to occupy the unit, the unit is condemned for uninhabitability, or desire for roommate to vacate. 	<ul style="list-style-type: none"> The LFCI prohibits a landlord from requiring the tenant to vacate during the eviction bans, unless the eviction is based on one of the exceptions.



PENALTIES AND ENFORCEMENT

State Law (RCW 59.18)	Rental Housing Code (TMC 1.95)	Landlord Fairness Code (TMC 1.100)	Impacts/Conflicts
<ul style="list-style-type: none"> RLTA does not authorize the City to enforce it. Tenant must pursue private civil remedies to enforce violations.. In addition to being able to collect damages, HB1217 outlines the following civil penalties related to improper rent increases: <ul style="list-style-type: none"> Reasonable attorneys' fees and cost to the entity who brings the lawsuit. Award the tenant damages in the amount of any excess rent, fees or other cost paid by the tenant. Award the tenant damages in amount of up to three months of unlawful rent, fees or other cost charged by the landlord. 	<ul style="list-style-type: none"> The RHC contains administrative process that allows the City to assess civil penalties when a landlord is in violation and does not come into voluntary compliance. RHC has different levels of penalties depending on the type of violation found: <ul style="list-style-type: none"> \$500 for first violation and \$1000 for subsequent violations within three years. \$250 per day for the first ten days of noncompliance and \$500 per day for each day after ten until compliance is met. 	<ul style="list-style-type: none"> Tenants can sue for violations and obtain actual damages, costs, reasonable attorney's fees AND obtain \$500 or 5 times the mo. rent per violation. If fail to pay relocation asst. then penalty is 3x the relocation asst. amount Tenants' organization can sue on behalf of tenants. A landlord may seek a court order allowing a particular eviction or exempting them from a provision of this chapter if they can show that a provision of this chapter, if fully enforced, would constitute either (a) an undue and significant economic hardship, or (b) a taking under the United States or Washington State constitutions, or (c) that the chapter as applied is preempted by federal or state law. 	<ul style="list-style-type: none"> The administrative process of enforcement vs. the use of private civil remedies can be confusing for a tenant.



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