

October 23, 2025 LFCI Presentation by CM Rumbaugh

CM Rumbaugh proposed policy changes to the LFCI			
Topic	LFCI	CM Rumbaugh proposal	Rationale
Revising LFCI exemptions from cold weather and school year eviction moratorium	- owner or family to occupy the unit - condemnation or uninhabitable - desire for roommate to vacate - sexual harassment by tenant - the tenant's failure to comply with a three day or ten day notice to vacate for a drug-related activity nuisance pursuant to chapter 7.43 RCW; - maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5); or - because the tenant's conduct has a substantial detrimental impact on, or constitutes an imminent threat to, the health or safety of other tenants in the rental building or the owner.	Align with Seattle's exemptions: - Owner or family to occupy the unit - Landlord receives a notice of violation for renting an unpermitted unit and must discontinue use.* - Landlord must reduce the number of tenants in a unit after receiving notice from the City.* - Landlord must discontinue renting a unit that is deemed unsafe or uninhabitable by emergency order from the City.* - Stop sharing unit (roommate), terminate tenancy in an ADU to the housing unit in which the owner resides, terminate tenancy in a single-family dwelling when owner resides in ADU on the same lot. - Criminal activity on the premises, or on the property or public right-of-way: 1. Drug-related activity that would constitute a violation of chapters 69.41, 69.50, or 69.52 RCW, or 2. 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. - Tenant's failure to comply with a three day notice to vacate for a drug-related activity nuisance pursuant to chapter 7.43 RCW; - maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5).	The City of Seattle's exemptions are written more clearly and with needed nuance. These match the Seattle school year eviction defense exemptions. * Proposal includes matching Seattle requirement for relocation assistance: The owner is required to pay relocation assistance to the tenant(s) of each such unit at least two weeks prior to the date set for termination of the tenancy, at the rate of: \$2,000 for a tenant household with an income during the past 12 months at or below 50 percent of the County median income, or - Two months' rent for a tenant household with an income during the past 12 months above 50 percent of the County median income;

Deed restricted affordable housing exemption	The LFCI does not offer exemptions based on type of housing provider.	Adds an exemption for: Any dwelling unit owned or managed by the Tacoma Housing Authority or held as deed-restricted affordable housing. “Deed restricted affordable housing” means real estate that is required to be used as affordable housing for a period of time of at least thirty (30) years pursuant to a restrictive covenant or similar enforceable, recorded instrument, with income targets that are no higher than 80 percent of area median income.	Low-income housing providers have shared data on the extreme impact the LFCI has had on their ability to provide low-income housing options to those who need it most. This exemption language matches language used in the RHC.
Damage to unit exemption	LFCI does not have a pathway to evict tenants causing damage or health/safety issues to the unit.	Create a pathway to evicting tenants who are causing substantive damage to the unit.	A stated goal of the LFCI is to create a partnership to ensure safe, healthy, and thriving rental housing in Tacoma. Tenants must be part of the partnership and not damage units while landlords are unable to evict.
Significant economic hardship	5. 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 takings under the United States or Washington State constitutions, or (c) that the chapter as applied is preempted by federal or state law.	Clarify that significant economic hardship includes if an owner determines they need to sell the unit (90-day notice).	“An undue and significant economic hardship” is very vague and hard to administer for Court Commissioners. LFCI also says: “Any ambiguity in this chapter shall be construed in favor of the tenant” which makes it hard for Owners to navigate ambiguous situations.
Cold weather eviction defense	Landlords may not carry out an eviction during cold weather—between November 1 and April 1.	Match Seattle winter eviction protection . Changes include:	This is a well-balanced approach that preserves housing for 80% AMI or less

		▪ Applies to eligible tenants from December 1 - March 1 ▪ Creates a defense for tenant households at or below 80% of AMI (area median income) during this period ▪ Exempts Landlords with ownership interest in less than 4 units.	without overburdening small landlords.
Late fees	Any fee or charge for late payment of rent exceeding \$10.00 per month.	Remove and defer to RHC: Limits the amount of late fee the landlord to 1.5% and cannot exceed \$75 max per month	Goal to align into one code. The RHC was developed with feedback from a broad stakeholder group and is more representative of the full community.
Notice of rent increase	Requires two written notices to increase rent: 1st notice between 210-180 days. 2nd notice between 120-90 days.	Remove and defer to RHC: Requires a 120-day written notice before increasing rent.	Goal to align into one code. LFCI process is confusing and burdensome. RHC requirements already require 30 days more notice than state law.
Technical changes and clarifications		Researching requested technical changes to offer greater legal clarity.	Internal and external stakeholders suggested technical changes that offer greater legal clarity.

Landlord/tenant topics outside of the LFCI scope that CM Rumbaugh proposes putting on the 2026 CVS workplan:

- Tenant rights outreach and education
- Landlord education & licensing requirements
- Predatory landlords
- Health & safety conditions in units
- Accessible income restricted housing options (requiring 3x the rent in income can be a barrier)
- Program to support landlord/tenant conflicts – i.e. mediation, something like community court
- Tools for renters to end a lease early should they lose income
- Rental assistance (in our legislative agenda)
- Landlord insurance for damaged units and unpaid rent
- Bundle LFCI into RHC so there's one code where constituents can find all landlord-tenant

Other items for Committee Discussion (not in CM Rumbaugh's proposal)

Topic	LFCI	Feedback	Questions for Committee Members
Enforcement	Tenant can pursue private civil remedies	City bundle in LFCI to administrative process of enforcement	Is the Committee comfortable bundling review of this policy into 2026 work and the 2027-2028 biennium budget discussions?
Downpayment/ move in costs	Move-in costs: The total fee for all move-in costs cannot exceed one month's rent. "Move-in fees" include all charges imposed by the landlord on a tenant prior to taking possession of a dwelling unit, or as a condition of maintaining residency, 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.	- Folks are getting screened out. There isn't the option of higher downpayment to balance out for other issues. - This is hard on voucher clients, folks on the wait list for years risk not finding a place to live and losing their voucher - Properties are staying vacant longer as landlords screen for tenants	Would anyone want to consider adjusting the LFCI restriction on move-in costs?
Additional Fees	Pet damage deposit: The deposit cannot exceed 25% of first month's rent, and it must be refundable if no pet damage is done to the unit.	Additional feedback on reviewing and prohibiting what stakeholders called "junk fees", such as pet rents, internet fees	Is the Committee comfortable bundling review of allowable fees into 2026 work on the Rental Housing Code?
Student/school-year eviction	An eviction qualifies as a student/school-year eviction if it would require the tenant to vacate their dwelling unit during the school year and the tenant or any resident of the dwelling unit is: a. A child or student;	Additional feedback: - Not income limited - If comparing moratoriums (i.e. to Seattle), we should also compare rental assistance - Clarify how to determine child's residency - Struggles to evict within summer break. It can take months between providing the writ to the Sheriff's office for the eviction	Do you want to consider adding additional exemptions to match the winter eviction exemptions: Landlords with ownership interest in less than 4 properties.

	b. A person having legal custody of a child or student, including but not limited to the child's or student's parent, step-parent, adoptive parent, guardian, foster parent, or custodian; or c. An educator	to occur, with only 75 days (including weekends and holidays) last summer • Tenants are leaving tenancy with larger amounts of debt, landlords may never recover that debt • Small landlords struggle more than large landlords / small landlords are less likely to forgive debt or pay tenants to move out • During eviction proceedings, tenants have more leverage and to negotiate better outcomes in exchange for vacating a unit • Increased damage to units when tenants are evicted – adding additional cost on top of unpaid rent and requiring landlords to keep unit off market as they make repairs	▪ Only apply to at or below 80% of AMI (area median income) during this period Would you like to discuss any other changes? Should there be a requirement that tenants are paying a portion of their rent?
Undue and significant economic hardship	This is not clearly defined	It is unclear for court commissioners to determine what is an undue and significant economic hardship	Would you want to clarify legislative intent regarding undue and significant economic hardship?