

## Chapter 1.95

### TENANT RIGHTS CODE

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#### **1.95.010 Definitions.**

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

“Change of use” means the conversion of any dwelling unit from a residential use to a nonresidential use that results in the displacement of existing tenants or conversion from residential use to another residential use that requires the displacement of existing tenants, such as [a sale of property which will no longer be used as a rental](#), a conversion to a retirement home, where payment for long-term care is a requirement of tenancy, conversion to an emergency shelter or transient hotel, or conversion to a short-term rental as defined in Tacoma Municipal Code 13.06.700.

“Demolition” means the destruction of any dwelling unit or the relocation of an existing dwelling unit or units to another site.

“Director” means the Director of the City of Tacoma Neighborhood and Community Services Department, or the Director’s designee.

“Displacement” means, in the case of demolition, substantial rehabilitation, or change of use, that existing tenants must vacate the dwelling unit because of the demolition, substantial rehabilitation, or change of use. For purposes of this chapter, “displacement” shall not include the permanent relocation of a tenant from one dwelling unit to another dwelling unit in the same building with the tenant’s consent, or the temporary relocation of a tenant for less than 72 hours.

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

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

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

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

- A. All or any part of the real title to property; or
- B. All or part of the beneficial ownership, and a right to present use and enjoyment of the property.

[“Rental agreement” means a “rental agreement” as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the RLTA in effect at the time the rental agreement is executed. As of the effective day of this ordinance, the RLTA defines “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.”](#)

“Security deposit” means any payment, fee, charge, or deposit of money paid to the landlord by the tenant at the beginning of the tenancy as a deposit and security for performance of the tenant's obligations in a written rental agreement, but does not include payment of a reservation fee authorized by RCW 59.18.253(2) or a payment to assure the payment of rent. Security deposits include payments, charges, or deposits for the purpose of: (1) Repairing damage to the premises, exclusive of ordinary wear and tear, caused by the tenant, or by a guest or licensee of the tenant; (2) Compensating the landlord for the tenant's breach of the tenant's duties prescribed in the rental agreement to restore, replace, or return personal property or appurtenances; or (3) Compensating the landlord for the tenant's failure to return keys to the premises.

“Substantial rehabilitation” means extensive structural repair or extensive remodeling that requires displacement of a tenant and either requires a building, electrical, plumbing, or mechanical permit for any tenant's dwelling unit.

“Tenant” means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement and includes those persons who are considered to be tenants under the State Residential Landlord-Tenant Act, chapter 59.18 RCW and those tenants whose living arrangements are exempted from the State Residential Landlord-Tenant Act under RCW 59.18.040(3). For purposes of this chapter, “tenant” shall not include the owner of a dwelling unit or members of the owner's immediate family.

#### **1.95.020 Notice of vacate requirements. Ninety-day tenant notice.**

A. Requirement ~~of~~ for 90-day tenant notice. When premises are rented for an indefinite time, with monthly or other periodic rent reserved, such tenancy shall be construed to be a tenancy from month to month, or from period to period on which rent is payable, and shall be terminated by written notice of 90 days or more, preceding the end of any of the months or periods of tenancy, given by either party to the other, when ~~t~~The owner intends shall deliver to each named tenant in each a dwelling unit to be demolished, changed in use, substantially rehabilitated, or from which use restrictions are to be removed, ~~a 90 day notice of the owner's intention to demolish, substantially rehabilitate, or change the use of the dwelling unit. The 90 day notice shall state the reason for the termination. The 90 day period shall begin once the notice is delivered to the tenant. In addition, a copy of the notice shall be posted at every entrance to any building containing dwelling units to be demolished, changed in use, substantially rehabilitated, or from which use restrictions will be removed. The 90 day tenant notice shall be delivered to the tenants personally or by registered or certified mail, with return receipt requested. If personally delivered, an affidavit of service must be completed by the owner. The notice shall list the name of the tenant and the dwelling unit number.~~

B. Requirement for 60-day tenant notice. Unless provided otherwise under subsection A above, when premises are rented for an indefinite time, with monthly or other periodic rent reserved, such tenancy shall be construed to be a tenancy from month to month, or from period to period on which rent is payable, and shall be terminated by written notice of 60 days or more preceding the end of any of the months or periods of tenancy, given by either party to the other.

C. Notice requirements generally. At least ten days prior to the ~~required 90-day~~ notice being delivered and with at least seven days' advance notice to each tenant, the owner shall hold a meeting with the affected tenants to discuss the upcoming termination.

D. The notice required herein does not apply when:

1. An owner terminates for nonpayment of rent or for other cause allowed by the State Residential Landlord-Tenant Act, chapter 59.18 RCW; or
2. An owner is required to repair the dwelling unit due to a violation of the Minimum Building and Structures Code, Tacoma Municipal Code 2.01.050, and is either derelict or unfit.

#### **1.95.021 Notice of code enforcement activity.**

Prior to entering into a rental agreement or renewing a rental agreement with an existing tenant, an owner or landlord must notify tenant in writing of any open code enforcement action initiated by the City of Tacoma within the 12-month period prior to the parties entering into or renewing a rental agreement. For purposes of this provision, a “code enforcement action” is a Notice of Violation issued by the City to the owner or landlord of the rental property for an alleged violation(s) of the Building Code (TMC Title 2), Minimum Building and Structures Code (TMC Chapter 2.01), Nuisance Code (TMC Chapter 8.30), Chronic Nuisance Code (TMC Chapter 8.30A), or Land Use Regulatory Code (TMC Title 13); provided, however, that if an owner or landlord has appealed a Notice of Violation of the code provisions referenced herein and the Notice of Violation was not upheld or affirmed by the Hearing Examiner, the owner or landlord shall not be required to provide notice of such code enforcement action.

### **1.95.022 Notice to increase rent requirements.**

A. Any rental agreement entered into or renewed for a residential rental unit shall include, or shall be deemed to include, a provision requiring a minimum of 60 days' prior written notice whenever the periodic or monthly housing costs to be charged a tenant is to increase by 10 percent or more over the periodic or monthly rental rate charged the same tenant for the same housing unit and same services for any period or month during the preceding 12-month period.

B. Any provisions in a rental agreement in violation of this subsection are null and void and of no lawful force and effect.

### **1.95.023 Distribution of tenant's rights by landlord required.**

A. The Director shall prepare a summary of this chapter, the Minimum Buildings and Structures Code (TMC 2.01), the Provisional Rental Property License Code (TMC 6B.165), the Washington State Residential Landlord Tenant Act (RCW 59.18), and the Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), describing the respective rights, obligations, and remedies of landlords and tenants thereunder, including information about legal resources available to tenants.

B. A copy of the summaries prepared by the Director shall be provided to any tenant or prospective tenant by or on behalf of a landlord when such rental agreement is offered, whether or not such agreement is for a new or renewal rental agreement. For a renewal of a rental agreement, the landlord may provide the copy of the summaries to the tenant electronically. A landlord must distribute the summaries annually to tenants having month-to-month tenancies.

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

D. For existing tenants, landlords shall, within 30 days after available, or within a reasonable time thereafter, distribute current copies of the summaries described herein to existing tenants.

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

### **1.95.024 Retaliation Prohibited.**

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

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

B. Assertions or enforcement by the tenant of the tenant's rights and remedies under this chapter.

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

1. Eviction of the tenant;

2. Increasing the rent required of the tenant;

3. Reduction of services to the tenant; and

4. Increasing the obligations of the tenant.

### **1.95.025 Installment payments permitted.**

A. Installment payments generally. Tenants may pay security deposits, non-refundable move-in fees, and/or last month's rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and non-refundable move-in fees in installments if (1) the total amount of the security deposit and nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's dwelling unit; and (2) payment of last month's rent is not required at the inception of the tenancy. Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments.

B. Tenancies six months or longer. For any rental agreement term that establishes a tenancy for six months or longer, the tenant may elect to pay the security deposit, non-refundable move-in fees, and last month's rent,

excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in six consecutive, equal monthly installments that begin at the inception of the tenancy, or the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule, the schedule shall be described in the rental agreement.

C. Tenancies between 30 days and six months. For any rental agreement term that establishes a tenancy between 30 days and six months, the tenant may elect to pay the security deposit, non-refundable move-in fees, and last month's rent, excluding any payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report, in no more than four equal amounts that begin at the inception of the tenancy and are paid in installments of equal duration, or the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule, the schedule shall be described in the rental agreement.

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

E. A tenant's failure to pay a security deposit, non-refundable move-in fees, and last month's rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a ten (10) day notice pursuant to RCW 59.12.030(4).

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

### **1.95.030 Enforcement.**

#### **A. Powers and duties of the Director.**

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

2. The Director shall attempt to conciliate and settle by agreement, any alleged violation or failures to comply with the provisions of this chapter.

#### **B. Notice of Violation Charge filing.**

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

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

b. A description of the violation and a reference to the provisions of the Tacoma Municipal Code which have been violated;

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

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

e. A statement that if the owner to whom the Notice of Violation is issued fails to comply with this chapter, penalties will accrue as provided in this chapter;

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

2. The Notice of Violation shall be delivered in writing to all parties by personal delivery or first-class mail.

1. A charge alleging a violation of this chapter shall be in writing, on a form or in a format determined by the Director and signed by or on behalf of a charging party, and shall describe the violation complained of and shall include a statement of the dates, places, and circumstances and the persons responsible for the alleged violation.

2. A charge alleging a violation of this chapter may also be filed by the Director, whenever the Director has reason to believe that any person has been engaged or is engaging in a violation of this chapter.

### C. ~~Notices of Violation and~~ Civil Penalties.

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

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

~~ii. A description of the violation and a reference to the provisions of the Tacoma Municipal Code which have been violated;~~

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

~~iv. A statement that the owner to whom a Notice of Violation is directed may request a hearing. Such notice must be in writing and must be received by the City Clerk, no later than ten calendar days after the Notice of Violation has been issued;~~

~~v. A statement that if the owner to whom the Notice of Violation is issued fails to comply with this chapter, penalties will accrue as provided in this chapter.~~

~~2. The Notice of Violation shall be delivered in writing to all parties by personal delivery or first class mail.~~

~~31. Any person violating any provision of this chapter shall be subject to a cumulative civil penalty ("Penalty") in the amount of \$1,000 per day, per dwelling unit, for each day from the date the violation began until the requirements of this chapter are satisfied.~~

~~42. If the tenants have already relocated, but a violation of this chapter can be confirmed by the City by a preponderance of the evidence, then any person violating any provision of this chapter shall be subject to a cumulative Penalty in the amount of \$1,000 per day, per dwelling unit, for the difference between the number of days in the original notice, if provided, and 90 days. If no notice was provided, the person in violation shall be subject to a cumulative Penalty in the amount of \$1,000 per day, per dwelling unit, for 90 days.~~

~~53. The Director may waive or reduce the Penalty if the owner comes into compliance within three calendar days of the notice or shows that its failure to comply was due to reasonable cause and not willful neglect. If the Director finds a willful violation of this chapter which results in a Notice of Violation, the Director may issue a Penalty that shall not be less than \$1,000.~~

~~64. Any tenant or person aggrieved by a violation of this chapter may institute a private action to enforce the obligations contained in this chapter, provided, that this subsection does not create any right of action against the City or any City officer or employee for the failure to act.~~

### D. Administrative Review by Director.

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

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

3. Decision of Director. After considering all of the information provided, the Director shall determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the Notice of Violation or Penalty. The Director's decision shall be delivered, in writing, to all parties by first-class mail.

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

Appeal of the Director's decision shall be made within ten calendar days from the date of the Director's decision by filing a written notice of appeal, clearly stating the grounds that the appeal is based upon, with the Hearing Examiner, which appeal shall be governed by TMC 1.23. The Hearing Examiner shall notify all parties, by mail, of the time and place of hearing.

### **1.95.040 Severability.**

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



## Chapter 1.29

### HUMAN RIGHTS COMMISSION

Sections:

- 1.29.010 Findings.
- 1.29.020 Creation of a Human Rights Commission.
- 1.29.030 Commission Responsibilities of the Office of Equity and Human Rights.
- 1.29.040 Definitions.
- 1.29.050 Unlawful discriminatory employment practices.
- 1.29.060 Additional unlawful discriminatory practices.
- 1.29.070 Liberal construction.
- 1.29.080 Severability.
- 1.29.090 Savings clause.
- 1.29.100 Unlawful discriminatory housing practices.
- 1.29.110 Discrimination in residential real estate-related transactions.
- 1.29.120 Prohibition against discrimination because of disability.
- 1.29.130 Housing for older persons.
- 1.29.140 Interference, coercion or intimidation.
- 1.29.150 Adjustment and settlement of complaints.
- 1.29.160 Election for civil action in lieu of hearing for housing cases.
- 1.29.170 Enforcement of fair housing provisions by private persons.

#### **1.29.010 Findings.**

In response to the problem of unlawful discrimination, the City Council of the City of Tacoma hereby finds that unlawful discrimination on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, honorably discharged veteran or military status, ~~or~~ disability, [or source of income](#) is inimical to the public welfare and good order of the City of Tacoma. The City Council accordingly finds it necessary, in the exercise of its police powers for the protection of the public health, safety, and welfare, to prohibit such discrimination and to initiate action for the remedy and prevention of unlawful discriminatory acts. Pursuant to this finding, and in accordance with the City of Tacoma's policy of providing and assuring equal opportunity for all Tacoma residents in the areas of employment, education, credit, insurance, access to public accommodations, and the acquisition of real property, the City Council, in order to effect this policy and to achieve the City's goal of eliminating unlawful discrimination, hereby creates and empowers a commission to study and investigate problems of prejudice, bigotry, and discrimination, and to encourage and coordinate the implementation of programs consistent with the needs and the rights of all residents of the City of Tacoma. The Council also hereby establishes an administrative agency to support and assist this commission and to be responsible for the monitoring and enforcement of anti-discrimination ordinances and resolutions within the City.

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#### **1.29.030 Commission Responsibilities of the Office of Equity and Human Rights.**

A. In accordance with all appropriate local, state, and federal laws, and within the legal geographic boundaries of the City of Tacoma, the Office of Equity and Human Rights staff shall:

1. Receive and conduct impartial investigations of complaints that have been filed by individuals who believe they have been discriminated against due to their race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, honorably discharged veteran or military status, ~~or~~ disability, [or source of income](#); and seek the satisfactory adjustment of such complaints; provided, that no such action shall be taken with respect to any complaint within the exclusive jurisdiction of any state or federal agency.
2. Conduct fact-finding conferences through the City Attorney, subpoenaing witnesses and such books, papers, records, files, etc., as are deemed necessary during an investigation, and requiring and compelling the attendance and testimony of such witnesses and the production of such books, papers, records, files, etc., for examination and reproduction; making findings of fact; publishing such findings as appropriate; and doing all things necessary and proper for the enforcement of this chapter.
3. Notify all appropriate parties to the charge of the decisions rendered as a result of the staff's investigation.

4. Make recommended findings to the Commission based upon its finding of fact as discovered through investigation. If it is discovered that an unlawful violation has occurred and efforts to conciliate the matter fail, it may be necessary to forward the case to the City's Hearing Examiner for a public hearing.
5. Prepare and disseminate educational and informational material relating to prejudice and discrimination and ways and means of eliminating such prejudice and discrimination.
6. Cooperate with and provide information, guidance, and technical assistance to other public agencies and to private persons, organizations, and institutions engaged in activities and programs intended to eliminate prejudice and discrimination.
7. Consult with, and maintain contact with, other public agencies, civil rights organizations, representatives of employers, labor unions, property owners, associations, realtor associations, religious denominations and institutions, professional associations, national origin groups, community organizations concerned with interracial, interreligious and intercultural understanding, social welfare organizations, and any other such organizations and institutions as directed by the City Council or as the Commission shall deem advisable to further the objectives of this chapter.

B. The Director shall send all notices to Commission members; keep and maintain all minutes, documents, and other papers of the Commission; comply with all assignments the Commission may make in the conduct of its business; and perform such other specific tasks and assignments concerning human rights as may be requested by the City Manager. Unless specifically provided otherwise, all duties and powers assigned to the Director may be delegated by the Director.

C. Subpoena power. Subpoenas issued under this section shall be prepared and signed under the direction of the City Attorney's Office. No person shall be excused from attending fact-finding conferences and testifying or from producing records, correspondence, documents, or other evidence in obedience to the subpoena on the ground that the testimony or evidence required may tend to incriminate or to subject such person to a penalty or forfeiture. However, no person shall be prosecuted or subjected to any penalty or forfeiture for, or on account of, any transaction, matter, or thing concerning which testimony is compelled after such person has claimed a privilege against self-incrimination, except that such person so testifying shall not be exempt from prosecution and punishment for perjury committed in so testifying. The immunity herein provided shall extend only to natural persons compelled to testify.

In case of contumacy or refusal to obey a subpoena issued to any person, the Office of Equity and Human Rights may, through the City Attorney's Office, petition the Superior Court to issue to such person a subpoena requiring such person to appear before the Commission, its member, agent, or staff, there to produce evidence if so ordered, or there to give testimony touching the matter under investigation or in question. Failure to obey a subpoena of the Superior Court may be punished by the Court as a contempt thereof.

#### **1.29.040 Definitions.**

As used in this chapter:

"Age" refers to the number of years since one's birth and only individuals over the age of 40 are considered as a protected class.

"Bona fide occupational qualification (BFOQ)" refers to an exception when discrimination is legal where it is reasonably necessary to the normal operation of the employer's business (e.g., a Methodist church would not be discriminating if it refused to hire a Lutheran minister).

"Business necessity" refers to a policy or practice of screening potential employees on a criterion necessary for the safe and efficient operation of the business. Such a policy or practice is legal if it can be demonstrated to be job-related, to be effective in predicting employee performance, and if there is no acceptable alternative which would have less adverse impact on the class protected by law.

"Charging party" shall include any individual alleging on his or her own behalf to have been personally aggrieved by an unlawful discriminatory practice. Additionally, the Commission may initiate a charge alleging that an unlawful discriminatory act has been committed against a class of persons.

"Commission" means the Human Rights Commission of the City of Tacoma, Washington, herein created.

"Conciliation" means a written settlement generally providing full relief for the charging party after a determination of reasonable cause has been accepted. Such agreement requires the signatures of the respondent and a Commission representative. The charging party shall be signatory to such an agreement.

"Director" means the Director of the Office of Equity and Human Rights.

“Disability” means the presence of a sensory, mental, or physical impairment that:

(i) Is medically cognizable or diagnosable; or

(ii) Exists as a record or history; or

(iii) Is perceived to exist whether or not it exists in fact.

(a) A disability exists whether it is temporary or permanent, common or uncommon, mitigated or unmitigated, or whether or not it limits the ability to work generally or work at a particular job or whether or not it limits any other activity within the scope of this chapter.

(b) For purposes of the definition of “disability”, “impairment” includes, but is not limited to:

(i) Any physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin, and endocrine; or

(ii) Any mental, developmental, traumatic, or psychological disorder, including but not limited to cognitive limitation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

(c) Only for the purposes of qualifying for reasonable accommodation in employment, an impairment must be known or shown through an interactive process to exist in fact and:

(i) The impairment must have a substantially limiting effect upon the individual's ability to perform his or her job, the individual's ability to apply or be considered for a job, or the individual's access to equal benefits, privileges, or terms or conditions of employment; or

(ii) The employee must have put the employer on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the extent that it would create a substantially limiting effect. A limitation is not substantial if it has only a trivial effect.

“Dwelling” means any building, structure, or portion thereof that is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land that is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof.

“Educational institution” includes any private school or training center, except those affiliated with a nonprofit religious institution, which may give preference to members of that religious group in selecting its students.

“Employee” shall mean any person acting in the employ of an employer as herein defined, but such term shall not include any individual employed by his or her parent, spouse, or child.

“Employer” shall have the same meaning as set forth in the current Revised Code of Washington Section 49.60.040(3) and as hereafter amended.

“Employment agency” includes any person undertaking, with or without compensation, to recruit, procure, refer, or place employees for an employer.

“Familial status” means one or more individuals (who have not attained the age of 18 years) being domiciled with:

1. A parent or another person having legal custody of such individual or individuals; or

2. The designee of such parent or other person having such custody, with the written permission of such parent or other person.

The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

“Financial institution” includes any person or organization which participates in any open-end or closed-end credit transaction, whether in the nature of a loan, retail installment transaction, credit card issue or charge, or otherwise, and whether for personal or for business purposes, in which a service, finance, or interest charge is imposed, or which provides for repayment in scheduled payments, when such credit is extended in the regular course of any trade or commerce, including but not limited to: banks, savings and loan associations, or other financial lending institutions of whatever nature; stockbrokers; merchant or mercantile establishments; or owners of real property who, as part of their ordinary business, permit or provide that payment for purchases of property or service therefrom may be deferred.

“Gender identity” shall mean the status or perception of being transsexual, intersexed, transvestite, or transgendered. As used in this definition, the term “intersexed” refers to individuals who are born with some combination of both male and female genitalia.



“Honorably discharged veteran or military status” means a person who is:

A veteran, as defined in RCW 41.04.007 or

An active or reserve member in any branch of the armed forces of the United States, including the national guard, coast guard, and armed forces reserves.

“Labor organization” includes any organization which exists, in whole or in part, for the purpose of dealing with employers concerning grievances or the terms and conditions of employment, or for other mutual interests or protection in connection with any employment.

“Marital status” means the state of being unmarried, married, divorced, separated, or widowed.

“National origin” refers to one's real or perceived ancestry, heritage, background, or customs that indicate an individual or the individual's forbears came from a particular country.

“Negotiated settlement” means a signed agreement between the charging party and the respondent in a particular case prior to a finding on the merits of the charge. The Commission may also be signatory to such an agreement.

“No reasonable cause” means that a determination has been made that there was insufficient evidence produced by the staff's investigation to support a reasonable conclusion that unlawful discrimination has occurred or is occurring. Such determination completes the administrative process unless the charging party petitions the commission for reconsideration in writing and provides new evidence not previously considered in the course of the investigation.

“Owner” means any person, including managing agents, having the right of ownership or possession, or the right to sell, rent, lease, or sublease any real property.

“Person” includes one or more individuals, partnerships, associations, organizations, corporations, labor organizations, cooperatives, legal representatives, trustees, trustees in bankruptcy, receivers, or any group of persons; it includes any owner, lessee, proprietor, manager, agent, or employee, whether one or more natural persons; and further includes any agency or instrumentality of the City.

“People with disabilities” means the presence of any physical, sensory, or mental impairment which substantially limits one or more major life activities (e.g., self-care, ambulation, communication, transportation, education, socialization, and employment) but does not prevent the proper performance of the particular worker's job duties.

“Public accommodation” includes any establishment which caters or offers its services, facilities, or goods to the general public.

“Real estate transaction” includes the sale, exchange, purchase, rental, lease, or sublease of real property.

“Real property” includes buildings, structures, dwellings, real estate, lands, tenements, leaseholds, interests in real estate cooperatives, condominiums, or any interest in such real property as defined herein; provided, however, that nothing herein contained shall be construed to include or apply to any columbarium, mausoleum, or cemetery operated or maintained by a nonprofit religious or sectarian institution.

“Reasonable cause” means that a determination has been made that the evidence produced by the staff's investigation is sufficient to support a reasonable conclusion that unlawful discrimination has occurred or is occurring. Such determination allows for the continuance of the administrative process including, but not limited to, attempts at conciliation.

“Respondent” includes any person or entity against whom a complaint or charge of unlawful practice is filed with the Commission.

“Sexual orientation” shall mean actual or perceived homosexuality, bisexuality, or heterosexuality.

“Source of income” includes benefits or subsidy programs including housing assistance, public assistance, emergency rental assistance, veterans benefits, social security, supplemental security income or other retirement programs, and other programs administered by any federal, state, local, or nonprofit entity. “Source of income” does not include income derived in an illegal manner.

“Student,” for purposes of appointment to the Tacoma Human Rights Commission, shall mean an individual who is at least 15 years of age and under 24 years of age at the time of his or her appointment and who is an enrolled student at the high school or college level.

“Staff” shall mean the staff of the Office of Equity and Human Rights.

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### **1.29.100 Unlawful discriminatory housing practices.**

The exclusion of a person from, or failure or refusal to extend to a person, equal opportunities because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, honorably discharged veteran or military status, ~~or~~ disability, or source of income is hereby declared to be an unlawful discriminatory housing practice. Unlawful housing discriminatory practices shall include, but are not limited to, the following:

- (1) Refusal to sell or rent a dwelling after a bona fide offer has been made, or to negotiate for the sale or rental of a dwelling, because of race, color, religion, sex, gender identity, sexual orientation, familial status, honorably discharged veteran or military status, marital status, age, ~~or~~ national origin, source of income, or discrimination in the sale or rental of a dwelling because of disability;
- (2) Discrimination in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with sales or rentals, because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status marital status, honorably discharged veteran or military status, age, or national origin, or source of income;
- (3) Engaging in any conduct relating to the provision of housing which otherwise makes unavailable or denies dwellings to persons because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, or national origin, or source of income;
- (4) Making, printing or publishing, or causing to be made, printed or published, any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, or national origin, or source of income, or an intention to make any such preference, limitation or discrimination;
- (5) Representing to any person, because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income, that a dwelling is not available for sale or rental when such dwelling is in fact available;
- (6) Engaging in blockbusting practices in connection with the sale or rental of dwellings because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income; and/or
- (7) Denying access to or membership or participation in, or discriminating against any person in his or her access to or membership or participation in, any multiple-listing service, real estate brokers' association, or other service organization or facility relating to the business of selling or renting a dwelling or in the terms or conditions of membership or participation, because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income.

Application of Chapter 1.29 of the City of Tacoma Law Against Discrimination, as amended, with respect to persons with disabilities is discussed in Section 1.29.060K.

A. Exemptions. Nothing in this chapter shall:

1. Apply to the renting, subrenting, leasing, or subleasing of a single-family dwelling, wherein the owner or person entitled to possession thereof maintains a permanent residence, home, or abode; or
2. Prohibit a nonprofit religious or sectarian organization, or any nonprofit organization operated, supervised or controlled by or in conjunction with a nonprofit religious or sectarian organization, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color, or national origin; or
3. Prohibit any person from limiting the rental or occupancy of housing accommodations in any YMCA, YWCA, fraternity, sorority, school dormitory, emergency or transitional shelter, group home, or similar residential hall to persons of one sex where privacy is a concern; or
4. Be construed to protect criminal conduct.

B. Unlawful to Sell or Rent or to Negotiate for the Sale or Rental.

1. It shall be unlawful for a person to refuse to sell or rent a dwelling to a person who has made a bona fide offer, because of race, color, religion, sex, gender identity, sexual orientation, familial status, marital status, age, or national origin or to refuse to negotiate with a person for the sale or rental of a dwelling because of race, color,

religion, sex, gender identity, sexual orientation, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, [or source of income](#), or to discriminate against any person in the sale or rental of a dwelling because of disability.

2. Prohibited actions under this section include, but are not limited to:

a. Failing to accept or consider a bona fide offer because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, [or source of income](#).

b. Refusing to sell or rent a dwelling to, or to negotiate for the sale or rental of a dwelling with, any person because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, [or source of income](#).

3. Because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, [or source of income](#), imposing upon any person different sales prices or rental charges for the sale or rental of a dwelling.

4. Using different qualification criteria or applications, or sale or rental standards or procedures, such as income standards or procedures, application requirements, application fees, credit analysis, sale or rental approval procedures, or other requirements, because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, [or source of income](#).

5. Evicting tenants because of their race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, age, ~~or~~ national origin, [or source of income](#), or because of the race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, [or source of income](#) of a tenant's guest.

C. Discrimination in Terms, Conditions and Privileges, and in Services and Facilities.

1. It shall be unlawful, because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, [or source of income](#) to impose different terms, conditions or privileges relating to the sale or rental of a dwelling or to deny or limit services or facilities in connection with the sale or rental of a dwelling.

2. Prohibited actions under this section include, but are not limited to:

a. Using different provisions in leases or contracts of sale, such as those relating to rental charges, security deposits and the terms of a lease and those relating to down payment and closing requirements, because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, [or source of income](#).

b. Failing or delaying maintenance or repairs of sale or rental dwellings because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, [or source of income](#).

c. Failing to process an offer for the sale or rental of a dwelling or to communicate an offer accurately because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, [or source of income](#).

d. Limiting privileges or the use of services or facilities associated with a dwelling because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, [or source of income](#) of an owner, tenant or a person associated with him or her.

e. Denying or limiting services or facilities in connection with the sale or rental of a dwelling, because a person failed or refused to provide sexual favors.

D. Other Prohibited Sale and Rental Conduct.

1. It shall be unlawful, because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, [or source of income](#), to restrict or attempt to restrict, by word or conduct, the choices of a person in connection with seeking, negotiating for, buying or renting a dwelling so as to perpetuate, or tend to perpetuate, segregated housing patterns, or to discourage or obstruct choices in a community, neighborhood or development.

2. It shall be unlawful, because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income, to engage in any conduct relating to the provision of housing, or of services and facilities in connection therewith, that otherwise makes unavailable or denies dwellings to persons.

3. Prohibited actions under paragraph 1 of this subsection, which are generally referred to as unlawful steering practices, include, but are not limited to:

a. Discouraging any person from inspecting, purchasing or renting a dwelling because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income, or because of the race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, age, ~~or~~ national origin, or source of income of persons in a community, neighborhood or development.

b. By exaggerating drawbacks or failing to inform any person of desirable features of a dwelling or a community, neighborhood, or development, discouraging the purchase or rental of a dwelling because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, age, ~~or~~ national origin, or source of income.

c. Communicating to any prospective purchaser that he or she would not be comfortable or compatible with existing residents of a community, neighborhood or development because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income.

d. Assigning any person to a particular section of a community, neighborhood or development, or to a particular floor of a building, because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income.

4. Prohibited activities relating to dwellings under paragraph 2 of this subsection include, but are not limited to:

a. Discharging or taking other adverse action against an employee, broker or agent because he or she refused to participate in a discriminatory housing practice.

b. Employing codes or other devices to segregate or reject applicants, purchasers or renters; refusing to take or to show listings of dwellings in certain areas because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, age, ~~or~~ national origin, or source of income; or refusing to deal with certain brokers or agents because they, or one or more of their clients, are of a particular race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or receive a source of income.

c. Denying or delaying the processing of an application made by a purchaser or renter or refusing to approve such a person for occupancy in a cooperative or condominium dwelling because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income.

d. Refusing to provide municipal services or property or hazard insurance for dwellings, or providing such services or insurance differently because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income.

E. Discriminatory Advertisements, Statements and Notices.

1. It shall be unlawful to make, print or publish, or cause to be made, printed or published, any notice, statement or advertisement with respect to the sale or rental of a dwelling which indicates any preference, limitation or discrimination because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income, or an intention to make any such preference limitation or discrimination.

2. The prohibitions in this section shall apply to all written or oral notices or statements by a person engaged in the sale or rental of a dwelling. Written notices and statements include any applications, flyers, brochures, deeds, signs, banners, posters, billboards or any documents used with respect to the sale or rental of a dwelling.

3. Discriminatory notices, statements and advertisements include, but are not limited to:

a. Using words, phrases, photographs, illustrations, symbols, or forms which convey that dwellings are available or not available to a particular group of persons because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, age, ~~or~~ national origin, or source of income of such persons.

b. Expressing to agents, brokers, employees, prospective sellers or renters, or any other persons, a preference for or limitation on any purchaser or renter because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income of such persons.

c. Selecting media or locations for advertising the sale or rental of dwellings which deny particular segments of the housing market information about housing opportunities because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income.

d. Refusing to publish advertising for the sale or rental of dwellings, or requiring different charges or terms for such advertising, because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income.

#### F. Discriminatory Representations on the Availability of Dwellings.

1. It shall be unlawful, because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income, to provide inaccurate or untrue information about the availability of dwellings for sale or rent.

2. Prohibited actions under this section include, but are not limited to:

a. Indicating through words or conduct that a dwelling which is available for inspection, sale, or rent has been sold or rented, because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income.

b. Representing that covenants or other deed, trust or lease provisions which purport to restrict the sale or rental of dwellings because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income preclude the sale or rental of a dwelling to a person.

c. Enforcing covenants or other deed, trust, or lease provisions which preclude the sale or rental of a dwelling to any person because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income.

d. Limiting information, by word or conduct, regarding suitably priced dwellings available for inspection, sale or rental, because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income.

e. Providing false or inaccurate information regarding the availability of a dwelling for sale or rental to any person, including testers, regardless of whether such person is actually seeking housing, because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income.

#### G. Blockbusting.

1. It shall be unlawful, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, sex, gender identity, sexual orientation, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income, or with a disability.

2. In establishing a discriminatory housing practice under this section it is not necessary that there was in fact profit as long as profit was a factor for engaging in the blockbusting activity.

3. Prohibited actions under this section include, but are not limited to:

a. Engaging, for profit, in conduct (including uninvited solicitations for listings) which conveys to a person that a neighborhood is undergoing, or is about to undergo, a change in the race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income of persons residing in it, in order to encourage the person to offer a dwelling for sale or rental.

b. Encouraging, for profit, any person to sell or rent a dwelling through assertions that the entry or prospective entry of persons of a particular race, color, religion, sex, gender identity, sexual orientation, familial status, marital status, honorably discharged veteran or military status, age, or national origin, or with disabilities, can or will result in undesirable consequences for the project, neighborhood or community, such as a lowering of property values, an increase in criminal or antisocial behavior, or a decline in the quality of schools or other services or facilities.



## H. Discrimination in the Provision of Brokerage Services.

1. It shall be unlawful to deny any person access to or membership or participation in any multiple-listing service, real estate brokers' organization or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against any person in the terms or conditions of such access, membership or participation, because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income.

2. Prohibited actions under this section include, but are not limited to:

a. Setting different fees for access to or membership in a multiple-listing service because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income.

b. Denying or limiting benefits accruing to members in a real estate brokers' organization because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income.

c. Imposing different standards or criteria for membership in a real estate sales or rental organization because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income.

d. Establishing geographic boundaries or office location or residence requirements for access to or membership or participation in any multiple-listing service, real estate brokers' organization or other service, organization or facility relating to the business of selling or renting dwellings, because of race, color, religion, sex, gender identity, sexual orientation, disability, familial status, marital status, honorably discharged veteran or military status, age, ~~or~~ national origin, or source of income.

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