



Amendments to the Landlord Fairness Code Initiative

Community, Vitality & Safety Committee
November 6, 2025
ITEM #1



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Background



- June 12, 2025: Rental Housing Code and Tacoma and Landlord Fairness Code Initiative Overview.
- Aug 28, 2025: Rental Housing Code and Landlord Fairness Code Initiative Overview.
- Oct. 9, 2025: Study Group to Assess Effect of Tacoma's New Renter Protection Ordinance Preliminary Study Results.
- Oct 23, 2025: Landlord Fairness Code Initiative Policy Proposal Discussion.

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Overview



- On October 23rd, 2025, CM Rumbaugh outlined her proposed changes to the Landlord Fairness Code Initiative.
- During that discussion, CVS members identified six areas to discuss further (listed on next slide).
- This presentation addresses questions related to these six topics and presents potential policy scopes for the Committee to review and react to.
- CM Rumbaugh requests CVS members make a formal recommendation on these items and the rest of the proposal, as outlined in the accompanying handout.

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Discussion Topics



- Undue and Significant Economic Hardship Definition
- “Small” Landlords
- Damage to Unit
- Selling Unit – Standards and Accountability
- Occupying Unit – Standards and Accountability
- School Year Eviction Moratorium

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Undue and Significant Economic Hardship

Undue hardship must be based on an individualized assessment of current circumstances that show how a specific unit's unpaid rent would cause significant difficulty to its owner. A determination of undue hardship should be based on several factors, including:

- The amount of unpaid rent and underlying cost of maintaining the unit, such as required mortgage payments, utilities, and any other expenses the landlord is obligated to pay associated with the unit.
- The overall financial resources of the owner; the number of units owned by the landlord; type and location of facilities of the owner (if the facility involved in renting the unit is part of a larger entity); the effect on the owner's expenses and resources.
- Personal hardship the owner may be experiencing that could impact their finances. This may include, but is not limited to, hardship caused by illness or accident, unemployment, family situation such as divorce, or job relocation.

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"Small" Landlords

"Small" landlord scope matching Seattle:

A landlord who owns four or fewer rental housing units in the City of Tacoma.

RHC definition of "Owner":

"Owner" means one or more persons, or entities, jointly or severally, in whom is vested:

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

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Damage to Unit



Under Washington law, a landlord must provide a tenant with a written ten-day notice to comply or vacate before starting a court proceeding for eviction based on a tenant not following the rental agreement, lease, or other rules and obligations applying to the tenancy.

- ([SMC 22.205.010 c](#))/RHC ([TMC 1.95.070 D7b](#)): Tenant fails to comply with a ten day notice to comply or vacate.
- ([SMC 22.205.010 d](#)): The tenant habitually fails to comply with the material terms of the rental agreement which causes the owner to serve a ten day notice to comply or vacate three or more times in a 12-month period.
- RHC ([TMC 1.95.070 D7n](#)) When a tenant has committed four or more substantial breaches of rental period or lease agreement within the preceding 12- month period.

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Selling Unit



From RHC:

e. When the owner elects to sell the dwelling unit, as outlined in RCW 59.18.610(2)(e), as it currently exists or is hereinafter amended, the landlord may serve a 90 day notice to vacate.

From LFCI:

1. Any tenant claiming injury from any violation of this chapter shall be entitled to bring an action in Pierce County Superior Court ... A tenant who prevails in any action to enforce this chapter shall be awarded his or her actual damages, costs, reasonable attorney's fees, and expenses.
2. A landlord who violates this chapter shall also be liable for penalties of not less than \$500 and up to five times the monthly rent of the dwelling unit at issue, per violation.

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Selling Unit Cont.



Clarification modeled on Seattle 22.205.010 F:

An owner "elects to sell" when the owner makes reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:

1. Within 30 days after the tenant has vacated, the owner does not list the single-family dwelling unit for sale at a reasonable price, or
2. Within 90 days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the market, rents the unit to someone other than the former tenant, or otherwise indicates that the owner does not intend to sell the unit;

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Owner to Occupy Unit



From RHC:

The landlord may serve a 90 day notice to vacate when the owner or immediate family member wants to occupy the unit as their primary residence, as outlined in RCW 59.18.650(2)(d), as it currently exists or is hereinafter amended.

There is a rebuttable presumption that the owner did not act in good faith if the owner or immediate family fails to occupy the unit as a principal residence for at least 60 consecutive days during the 90 days immediately after the tenant vacated the unit.

Enforcement outlined in LFCI:

1. Any tenant claiming injury from any violation of this chapter shall be entitled to bring an action in Pierce County Superior Court ... A tenant who prevails in any action to enforce this chapter shall be awarded his or her actual damages, costs, reasonable attorney's fees, and expenses.
2. A landlord who violates this chapter shall also be liable for penalties of not less than \$500 and up to five times the monthly rent of the dwelling unit at issue, per violation.

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Slide 9

AGO Reference to ord. # again

Griffith, Allyson, 2025-11-03T21:15:28.676



School Year Eviction Moratorium

Policy questions:

- Include an AMI requirement?
- “Small landlord” exemption?
- Requirement to pay a portion of rent?
- Other items for discussion?

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NEXT STEPS

- Request for recommendation on scope of policy –
November 6
- Hold for additional conversation at CVS if needed –
November 13
- Present to Study Session – November 18
- First reading – December 2
- Second reading – December 9

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