Req. #25-1061

SUBSTITUTE

ORDINANCE NO. 29086

BY REQUEST OF COUNCIL MEMBERS DIAZ, RUMBAUGH, AND WALKER

AN ORDINANCE relating to rental housing; amending Chapters 1.95 and 1.100 of the Municipal Code, relating to the Rental Housing Code and Landlord Fairness Code Initiative, by amending various sections, to implement updates relating to landlord-tenant issues as recommended by the Community Vitality and Safety Committee, effective January 1, 2026.

WHEREAS the 2023 Landlord Fairness Code Initiative ("LFCI"), also known as Measure 1, is an initiative petition that Tacoma voters passed as a ballot measure in the November 2023 General Election, which went into effect on December 8, 2023, and

WHEREAS the LFCI introduced new requirements and rules for landlords and tenants in the City, and since the LFCI went into effect, community members have shared positive and negative feedback about its impacts in the City, and

WHEREAS the LFCI was designed to protect families, promote community, stabilize the rental market, and reduce homelessness, and it is the City's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within the City, and

WHEREAS the regulations contained in the LFCI were designed to balance the needs of the landlord, tenant, and City while creating a partnership to ensure safe, healthy, and thriving rental housing in the City, and providing housing for City residents directly impacts quality of life at the most basic level and therefore requires regulations to ensure that it is equitably undertaken, and

WHEREAS eviction has equity impacts, and according to the National Low Income Housing Coalition, children represented more than 40 percent of all individuals who face eviction throughout the course of a year, and

WHEREAS the most at risk of eviction are Black renters, who make up less than a fifth of renters across the country but accounted for more than half of evictions, and

WHEREAS the data revealed that one in five Black renters had eviction cases filed against them and that one in 10 were evicted, while in contrast, just one in 24 White renters were filed against, and one in 40 were evicted; rates of both filings and evictions for Hispanic and Asian renters were comparable to those of White renters, and

WHEREAS access to low-income housing also is an equity issue, and in the City, people of color utilize low-income housing options at a higher rate: comparing racial demographics, the Tacoma Housing Authority serves a higher proportion of Black or African American (9.4 percent and 28.3 percent, respectively) and Native Hawaiian and Other Pacific Islander households (1.0 percent and 2.2 percent), and

WHEREAS when stakeholders were asked if the LFCI succeeded at its goal to balance the needs of the landlord, tenant, and City while creating a partnership to ensure safe, healthy, and thriving rental housing in the City, key themes emerged: the LFCI is destabilizing the budget of low-income housing providers; there has been an increase to the amount of damage to units; landlords are screening tenants

more thoroughly, reducing access to the most at-need tenants and leaving units unoccupied longer between tenants; and landlords with fewer units are disproportionately burdened by the fiscal impacts of rent being unpaid for long stretches of time, and

WHEREAS the Community Vitality and Safety Committee ("CVS") recommended a narrow range of changes to the LFCI targeting these issues in order to protect the low-income housing units currently in the City and to allow for development of more of this critical housing, and to balance the impacts of the LFCI on landlords with few units, and

WHEREAS CVS's 2026 workplan will include the following topics stakeholders requested the City Council consider:

(1) Bundling the LFCI into the Rental Housing Code ("RHC") so there is one code regulating landlord-tenant items; during this process, CVS will renew conversation on exemptions to eviction defenses for when tenants damage the unit, and the school year eviction defense;

(2) Tenant rights outreach and education;

(3) Landlord education and licensing requirements;

(4) Penalties and enforcement for predatory landlords;

(5) Health and safety conditions in units;

(6) Accessible income restricted housing options;

(7) Mediation or community court-like programs to assist with landlord/tenant conflicts;

(8) Tools for renters to end a lease early should they lose income;

(9) Rental assistance; and

(10) Landlord insurance for damaged units and unpaid rent, and

WHEREAS this ordinance clarifies and makes changes to the RHC to streamline several areas, including increasing the notice to increase rent requirement from 120 to 180 days, deleting the $75.00 maximum late for unpaid rent, and clarifying the just cause eviction related to when an owner seeks to sell the dwelling unit, and

WHEREAS prohibiting evictions outright during cold-weather months protects low-income people without overburdening them with a cumbersome court process, and

WHEREAS this ordinance amends Chapters 1.95 and 1.100 to further the goals of the RHC and LFCI: to protect families, promote community, stabilize the rental market, and reduce homelessness; to continue its long-term commitment to maintain vibrant and diverse neighborhoods within the City; and to balance the needs of the landlord, tenant, and City while creating a partnership to ensure safe, healthy, and thriving rental housing in the City; Now, Therefore,

BE IT ORDAINED BY THE CITY OF TACOMA:

Section 1. That the City Council hereby adopts the Recitals of this Ordinance as its formal legislative findings.

Section 2. That Chapter 1.95 of the Municipal Code, entitled “Rental Housing Code”, is hereby amended, as set forth in the attached Exhibit “A,” with an effective date of January 1, 2026.

Section 3. That Chapter 1.100 of the Municipal Code, entitled "Landlord Fairness Code Initiative", is hereby amended, as set forth in the attached Exhibit "B," with an effective date of January 1, 2026.

Section 4. That the City Clerk, in consultation with the City Attorney, is authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Passed _____

_____
Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
Deputy City Attorney

EXHIBIT "A"

CHAPTER 1.95
RENTAL HOUSING CODE

Sections:

1.95.010 Purpose and Intent.
1.95.020 Definitions.
1.95.030 Distribution of information required.
1.95.035 Tenant screening.
1.95.037 Rental agreement regulations.
1.95.040 Deposit requirements and installment payments permitted.
1.95.050 Notice requirement generally—reasonable accommodation request.
1.95.060 Notice to increase rent requirements.
1.95.065 Late fees.
1.95.070 Notice to vacate requirements.
1.95.080 Tenant relocation assistance
1.95.085 Shared housing requirements.
1.95.090 Compliance and enforcement.
1.95.100 Severability.

* * *

1.95.060 Notice to increase rent requirements.

A landlord may not increase rent except in accordance with this section.

A. A landlord is required to provide at least ~~120~~ 180 days' written notice, whenever the periodic or monthly housing costs to be charged a tenant will increase by any amount charged the same tenant for the same housing unit, except as provided by RCW 59.18.140(3)(b) as it exists or is hereinafter amended for subsidized tenancies and for deed-restricted affordable housing. For purposes of this subsection "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.

B. Any notice of rent increase shall specify the percentage of the rent increase, the amount of the new rent, and the date on which the increase becomes effective.

C. Any notice of a rent increase shall be served in accordance with RCW 59.12.040, Service of notice - Proof of service, as it exists or as may be amended.

D. A landlord is required to provide a copy of a resource summary as outlined in TMC 1.95.030, when the landlord provides a tenant a notice to increase rent.

E. No landlord shall issue a notice to increase rent unless the landlord has complied with the City business license requirements pursuant to TMC 6B, including having an annual business license, paying the license fee amounts, registering each dwelling unit, and certifying that each dwelling unit complies with RCW 59.18.060, as it exists or is hereinafter amended, and does not present conditions that endanger or impair health and safety of tenants.

1.95.065 Late Fees.

A. Any fees for late payment of rent shall be limited to 1.5 percent of the unpaid monthly rent, ~~and not to exceed $75.00 per unpaid monthly rent.~~ No other fees may be charged for late payment of rent, including for the service of any notice required under state law, or any legal costs, including court costs and

attorneys' fees. Any rental agreement provision providing for such fees shall be deemed void. This section shall not apply to or limit decisions, orders, and rulings of courts of competent jurisdiction.

B. A landlord is required to provide the tenant with at least a quarterly written notice outlining late fees due and how the tenant can come into compliance with paying amounts due.

C. Notice of late fees must include detailed information regarding the month(s) for which a late fee is owed and a copy of an updated rent ledger and/or information to obtain updated information on online rent portal.

D. Any landlord who violates this section shall not be permitted to deduct any late fees from a tenant's security deposit or report the money owed to prospective landlord of the tenant.

E. Nothing in this chapter shall preclude the landlord from proceeding against a tenant to recover sums in the amount of the tenant's late fees for which the tenant is responsible together with reasonable attorneys' fees.

F. No late fees may be assessed on any non-rent charges.

1.95.070 Notice to vacate requirements.

A. The notice requirements provided in this subsection apply when premises are rented with monthly or other periodic tenancy and apply before the expiration of a fixed-term lease, unless the lease automatically converts to a month-to-month or periodic tenancy at the end of its expiration.

B. No landlord shall issue a notice to vacate unless the landlord has complied with the City business license requirements pursuant to TMC 6B, including having an annual business license, paying the license fee amounts, registering each dwelling unit, and certifying that each dwelling unit complies with RCW 59.18.060, as it exists or is hereinafter amended, and does not present conditions that endanger or impair health and safety of tenants.

C. Requirement for notice to tenant when tenant displaced.

When a tenant is to be displaced, a landlord may only terminate the tenancy by providing a tenant with written notice of at least 120 days preceding the end of the month or period of tenancy. For any notice provided under this subsection, the landlord shall also serve at the same time the Tenant Relocation Information Packet and further comply with the Tenant Relocation Assistance requirements in TMC 1.95.080.B.

D. Requirement for notice to tenant to terminate tenancy.

Unless provided otherwise under subsection C above, termination of tenancy must comply with RCW 59.18.650, as it currently exists or hereinafter amended, and as outlined in this subsection.

1. A landlord may not evict a tenant, refuse to continue a tenancy, or end a periodic tenancy except for the causes enumerated in subsection (7) below and as otherwise provided in this subsection.

2. If a landlord and tenant enter into a rental agreement that provides for the tenancy to continue for an indefinite period on a month-to-month or periodic basis after the agreement expires, the landlord may not end the tenancy except for the causes enumerated in subsection (7) below; however, a landlord may end such a tenancy at the end of the initial period of the rental agreement without cause only if:

a. At the inception of the tenancy, the landlord and tenant entered into a rental agreement between six and 12 months; and

b. The landlord has provided the tenant before the end of the initial lease period at least 60 days' advance written notice ending the tenancy, served in a manner consistent with RCW 59.12.040.

3. If a landlord and tenant enter into a rental agreement for a specified period in which the tenancy by the terms of the rental agreement does not continue for an indefinite period on a month-to-month or periodic basis after the end of the specified period, the landlord may end such a tenancy without cause upon expiration of the specified period only if:

a. At the inception of the tenancy, the landlord and tenant entered into a rental agreement of 12 months or more for a specified period, or the landlord and tenant have continuously and without interruption entered into successive rental agreements of six months or more for a specified period since the inception of the tenancy;

b. The landlord has provided the tenant before the end of the specified period at least 60 days' advance written notice that the tenancy will be deemed expired at the end of such specified period, served in a manner consistent with RCW 59.12.040; and

c. The tenancy has not been for an indefinite period on a month-to-month or periodic basis at any point since the inception of the tenancy.

4. For all other tenancies of a specified period not covered under (2) or (3) of this subsection, and for tenancies of an indefinite period on a month-to-month or periodic basis, a landlord may not end the tenancy except for the causes enumerated in subsection (7) below. Upon the end date of the tenancy of a specified period, the tenancy becomes a month-to-month tenancy.

5. Nothing prohibits a landlord and tenant from entering into subsequent lease agreements that are in compliance with the requirements in subsection (7) below.

6. A tenant may end a tenancy for a specified time by providing notice in writing not less than 20 days prior to the ending date of the specified time.

7. The following reasons listed in this subsection constitute cause pursuant to subsection (1) of this section:

a. When a tenant defaults in rent as outlined in RCW 59.18.650(2)(a), as it currently exists or is hereinafter amended, the landlord may serve a 14 day comply or vacate notice.

b. When a tenant substantially breaches a material lease or a tenant obligation as imposed by law outlined in RCW 59.18.650(2)(b), as it currently exists or is hereinafter amended, the landlord may serve a 10 day comply or vacate notice.

c. When a tenant received at least three days' notice to quit after committing waste, nuisance, illegal activity, or other repeated and unreasonable interference of the use and enjoyment of the premises as outlined in RCW 59.18.650.2(c), as it currently exists or is hereinafter amended, the landlord may serve a 3 day notice to vacate.

d. 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, provided that 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 pursuant to a notice to vacate using this subsection as the cause for the lease ending, the landlord may serve a 90 day notice to vacate.

e. When the owner elects to sell the dwelling unit, as outlined in RCW 59.18.65~~1~~0(2)(e), as it currently exists or is hereinafter amended, the landlord may serve a 90 day notice to vacate. 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.

f. When the tenant continues in possession of the premises after the landlord serves the tenant a 120-day advance written notice pursuant to RCW 59.18.200(2)(c) as outlined in RCW 59.18.650(2)(f).

g. When the tenant continues in possession after the owner elects to withdraw the premises to pursue a conversion pursuant to RCW 64.34.440 or 64.90.655, as outlined in RCW 59.18.650(2)(g), and the landlord served a 120 day advanced written notice.

h. When the dwelling unit has been condemned or deemed uninhabitable by code enforcement, as outlined in TMC 2.01 and RCW 59.18.650(2)(h), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

i. When the owner or lessor wants a roommate to vacate, as outlined in RCW 59.18.650(2)(i), as it currently exists or is hereinafter amended, the landlord must serve a 20 day notice to vacate; except when the landlord rents to four or more tenants in the same dwelling unit.

j. When a tenant is part of a transitional housing program that has expired, as outlined in RCW 59.18.650(2)(j), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

k. When he or she does not comply with signing a new rental agreement, as outlined in RCW 59.18.650(2)(k), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

l. When a tenant makes intentional, knowing, and material misrepresentations or omissions to their application at the inception of the tenancy, as outlined in RCW 59.18.650(2)(l), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.

m. When the owner has an economic or business reason, as outlined in RCW 59.18.650(2)(m), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.

n. When a tenant has committed four or more substantial breaches of rental period or lease agreement within the preceding 12-month period, as outlined in RCW 59.18.650(2)(n), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.

o. When a tenant does not comply with registering or disclosing the tenant is a sex offender at the time of application, as outlined in RCW 59.18.650(2)(o), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.

p. When a tenant has made unwanted sexual advances or other acts of sexual harassment directed at the property owner, property manager, property employee, or another tenant, as outlined in RCW 59.18.650(2)(p), as it currently exists or is hereinafter amended, the landlord must serve a 20-day notice to vacate.

q. When a tenant does not comply with applying or signing a rental agreement after the original tenant has vacated the unit, as outlined in RCW 59.18.650(3) as it currently exists or is hereinafter amended, the landlord must serve the tenant with a 30 day notice to apply or vacate.

E. Notice requirements, generally.

1. Notices provided in this section shall comply with RCW 59.12.040, as it exists or as hereinafter amended.

2. For any notice provided under this subsection, the landlord shall require the tenant to vacate the dwelling unit at the end of the month or period of tenancy.

3. The notice shall list the name of the tenant and the dwelling unit number and stated reason for or condition(s) justifying the termination of tenancy.

4. Proof of any service under this section must be made by the affidavit or declaration of the person providing the notice. When a copy of the notice is sent through the mail as provided in this section, service shall be deemed complete when such copy is deposited in the United States mail.

F. Tenant meeting.

A tenant who receives a 120-day notice as provided herein may request an in person meeting with the landlord to discuss the upcoming termination. If such request is made, the landlord shall schedule, notify tenants in writing, and hold such a meeting within 20 days of such request, at a time and location reasonably convenient for the parties. A landlord may schedule and hold one meeting for multiple tenants and requests. A landlord holding such meeting at a reasonable time and location shall meet the requirements herein, regardless of whether the impacted tenants attend.

G. The notices required herein do not apply when:

A landlord is required to repair the dwelling unit due to a violation of the Minimum Building and Structures Code, TMC 2.01.050, and is found to be either derelict.

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EXHIBIT "B"

CHAPTER 1.100
LANDLORD FAIRNESS CODE INITIATIVE

Sections:

~~PART ONE – FINDINGS~~
1.100.010 ~~Section 1.~~ Findings.
1.100.015 Definitions.

~~PART TWO – ADOPTING THE LANDLORD FAIRNESS CODE~~
1.100.017 ~~–~~Exemptions.
1.100.020 ~~Section 2.~~ Adopting Landlord Fairness Code.
1.100.030 ~~Section 3.~~ Landlords must comply with tenant protection laws.
1.100.040 ~~Section 4.~~ Landlords must not charge unfair or excessive fees.
1.100.050 ~~Section 5.~~ Landlords must give advanced notice of rent increases and pay relocation assistance when significant rent increases require tenants to relocate.
1.100.060 ~~Section 6. Landlords are prohibited from carrying out s~~Student/school-year~~, and cold weather~~ ~~eviction~~s defense.
1.100.063 Cold Weather Eviction Prohibition
1.100.065 Student/school-year ~~and cold weather eviction~~ defense and cold weather eviction prohibitions~~—~~exceptions.
1.100.070 ~~Section 7.~~ Prohibiting evictions based upon tenant's status as a member of the military, first responder, senior, family member, health care provider, or educator.

~~PART THREE – ADOPTING PENALTIES FOR VIOLATION AND PROCEDURES TO PROTECT THE RIGHTS OF LANDLORDS AND TENANTS~~
1.100.080 ~~Section 8.~~ Adopting penalties and procedures.

~~PART FOUR – DEFINITIONS~~
~~1.100.090 – Section 9. Definitions.~~

~~PART FIVE – MISCELLANEOUS PROVISIONS~~
1.100.100 Miscellaneous Provisions.

~~PART ONE – FINDINGS~~

1.100.010 ~~Section 1.~~ Findings.

1. The people of the City of Tacoma hereby adopt this citizen initiative for the purpose of protecting families and tenants and reducing homelessness. This measure is intended to:

a. require landlords to comply with tenant protection laws before raising rent or evicting a tenant;

b. prohibit unfair or excessive fees;

c. require landlords to provide notice of rent increases and pay relocation assistance when significant rent increases require tenants to relocate;

d. prohibit certain student/school-year evictions, cold-weather evictions, and evictions based upon a tenant's status as servicemember, first responder, senior, family member, health care provider, or educator; and

e. provide penalties and other enforcement mechanisms.

2. This measure is designed to protect families, promote community, stabilize the rental market, and reduce homelessness. It is Tacoma's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within the City. The regulations contained in this initiative balance the needs of the landlord, tenant, and Tacoma while creating a partnership to ensure safe, healthy, and thriving rental housing in Tacoma. Providing housing for Tacoma residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken.

1.100.015 Definitions.

For the purposes of this Chapter:

"Child" or "student" means any person either under the age of 18 years or currently enrolled in a school.

"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.

"Dwelling unit" or "unit" is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means a structure or 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.

"Educator" means any person who works at a school in Tacoma as an employee or independent contractor of the school or its governing body, including but not limited to all teachers, substitute teachers, paraprofessionals, substitute paraprofessionals, administrators, administrative staff, counselors, social workers, psychologists, school nurses, speech pathologists, custodians, cafeteria workers, and maintenance workers.

"Eviction" or "evict" is an effort by the landlord to terminate or discontinue the tenancy through any means, including unlawful detainer, refusing to offer a new lease, or seeking a mutual termination agreement.

"Immediate family" is defined under RCW 59.18.030, as it exists or is hereinafter amended, and includes state registered domestic partner, spouse, parents, grandparents, children, including foster children, siblings, and in-laws.

"Landlord" is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means 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.

"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.

"Mutual termination agreement" means any agreement by a landlord and tenant to terminate a tenancy.

"Nonprofit entity" is defined under RCW 84.36.560, as it exists or is hereinafter amended, and includes:

a. Nonprofit as defined in RCW 84.36.800 that is exempt from income tax under section 501(c) of the federal internal revenue code;

b. Limited partnership where a nonprofit as defined in RCW 84.36.800 that is exempt from income tax under section 501(c) of the federal internal revenue code, a public corporation established under RCW 35.21.660, 35.21.670, or 35.21.730, a housing authority created under RCW 35.82.030 or 35.82.300, or a housing authority meeting the definition in RCW 35.82.210(2)(a) is a general partner;

c. Limited liability company where a nonprofit as defined in RCW 84.36.800 that is exempt from income tax under section 501(c) of the federal internal revenue code, a public corporation established under

RCW 35.21.660, 35.21.670, or 35.21.730, a housing authority established under RCW 35.82.030 or 35.82.300, or a housing authority meeting the definition in RCW 35.82.210(2)(a) is a managing member; or

d. Mobile home park cooperative or a manufactured housing cooperative, as defined in RCW 59.20.030.

"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.

"Rent" or "rental amount" is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. Except as provided in RCW 59.18.283(3), these terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. "Retaliatory eviction" is an eviction in response to a tenant's assertion of rights or protections afforded under this chapter or another tenant protection law.

"Rental agreement" or lease is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

"Retaliation" has the same meaning as "reprisal or retaliatory action" under RCW 59.18.240.

"School" means any child care, early childhood education and assistance program, or head start facility, and any public, private, or parochial institution that provides educational instruction in any or all of the grades and age groups up to and including twelfth grade.

"School year" means the period from (and including) the first day of the academic year to the last day of the academic year, as set by Tacoma Public Schools, or its successor, on its calendar for first through twelfth grade students. If for those grades there are multiple dates for the first day or last day of the academic year, the earliest and latest dates, respectively, shall define the period.

"Tenant" is defined under RCW 59.18.030, as it exists or is hereinafter amended, and any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.

"Tenant protection laws" includes this chapter, RCW 59.18.060, RCW 59.18.240, and any other federal, state, or local law or regulation designed to protect tenants, regardless of whether such laws or regulations are enacted before or after this chapter.

~~PART TWO – ADOPTING THE LANDLORD FAIRNESS CODE~~

1.100.017 Exemptions.

1. A dwelling unit is exempted from Chapter 1.100 of the Tacoma Municipal Code if it is owned or managed by:

a. the Tacoma Housing Authority; or

b. A nonprofit entity, and the dwelling unit is held as deed-restricted affordable housing.

2. Notwithstanding subsection 1, landlords exempt under subsection 1 above must comply with tenant protection laws before evicting a tenant.

3. The exemption outlined in subsection 1 shall only apply 30 days after a landlord notifies their tenants in writing. For any rental agreement put in place after January 1, 2026, the landlord must include information about this exemption in any Rental Agreement for applicable dwelling units.

1.100.020 ~~Section 2.~~ Adopting Landlord Fairness Code.

Through this initiative, the people of the City of Tacoma adopt the following Landlord Fairness Code to protect tenants in our City, as further outlined in this initiative:

1. Landlords must comply with tenant protection laws before raising rent or evicting a tenant.

2. Landlords must not charge unfair or excessive fees.

3. Landlords must give advanced notice of rent increases and pay relocation assistance when significant rent increases require tenants to relocate.

4. Landlords are prohibited from carrying out student/school-year evictions, cold-weather evictions, and evictions based upon a tenant's status as a servicemember, first responder, senior, family member, health care provider, or educator.

5. It shall be a defense to eviction for a landlord to be in violation of the Landlord Fairness Code as set forth herein.

1.100.030 ~~Section 3.~~ Landlords must comply with tenant protection laws.

1. Landlords must comply with all tenant protection laws. Landlords in violation of such laws may not increase rent or evict a tenant, as provided in this section.

2. A landlord shall be prohibited from increasing a tenant's rent if:

a. the landlord is determined to be in violation of tenant protection laws related to health and safety, according to the procedures detailed in TMC 2.01.050; or

b. the dwelling unit has defective conditions making the dwelling unit uninhabitable, if a request for repairs to make the dwelling unit habitable has not been resolved, or the landlord is otherwise in violation of RCW 59.18.060, as it exists or may be amended. If the tenant believes the dwelling unit has defective conditions making the unit uninhabitable or in violation of RCW 59.18.060, the tenant shall notify the landlord in writing as required by RCW 59.18.070, specifying the premises involved; the owner's name, if known; and the nature of the defective condition before the effective date listed in the notice of rent increase. Once such notice of defective condition is provided, the landlord must remedy the defective condition and provide notice of such remedy to the tenant and the City before rent may be increased.

3. It shall be a defense against eviction that the landlord is, at time of eviction, in violation of tenant protection laws related to health and safety, pursuant to the procedures set forth in paragraph 2 of this section.

1.100.040 ~~Section 4.~~ Landlords must not charge unfair or excessive fees.

1. Landlords are prohibited from charging tenants "unfair or excessive fees." As used in this section, "unfair or excessive fees" means any of the following:

a. Any rental application fees not complying with RCW 59.18.257.

b. 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, except as specifically allowed in this section or that is specifically allowed under state law.

c. A pet damage deposit exceeding 25% of one month's rent or where the landlord may retain any part of the pet deposit exceeding the actual costs of repairing the pet damage.

d. Move-in fees that in total exceed the first month's rent. If a tenant pays a portion of rent and the remainder is covered by a subsidy, "first month's rent" includes both the tenant's payment and subsidy.

~~e. Any fee or charge for late payment of rent exceeding $10.00 per month or that are paid or charged after the end of the tenancy, except as required by State or Federal law.~~

2. Any rental agreement shall be deemed void to the extent it requires payment of fees prohibited by this section. This section shall not apply to or limit decisions, orders, and rulings of courts of competent jurisdiction.

1.100.050 ~~Section 5. Landlords must give advanced notice of rent increases and pay r~~Relocation assistance when significant rent increases require tenants to relocate and for unlawful buildings.

~~1. As a precondition to raising rent, a landlord must provide the tenant with two notices of the rent increase. The first notice must be provided between 210 and 180 days before the rent increase is to take effect. A second reminder notice must be provided between 120 and 90 days before the rent increase is to take effect.~~

~~2. The notice shall be in a form established by the City of Tacoma, which must include the actual dollar amount of the new rent or rent increase, a description of the rental relocation assistance program and how the relocation assistance payment will be calculated, if applicable, and must be served in accordance with RCW 59.12.040.~~

~~3. This section shall not apply to an administrator of a rental subsidy when the administrator is notifying the tenant of a change in the tenant's portion of the total rent and the remaining portion of the rent is paid by subsidy such as a housing voucher.~~

~~4~~1. At any time after receiving ~~the~~ a ~~180 day~~ notice of a rent increase of 5 percent~~%~~ or more, a tenant deciding to relocate rather than paying the rent increase may send the landlord a request for relocation assistance. Within 30 days of receiving such request, landlords must pay the relocation assistance to tenant. Payment of relocation assistance shall be per dwelling unit, not per person, and shall be split evenly among all the tenants.

~~5~~2. The tenant relocation assistance amounts shall be equal to two months of rent. However, if the notified rent increase is over 7.5 percent~~%~~, the relocation assistance shall be equal to two and a half months of rent, and if the notified rent increase is over 10 percent~~%~~, the relocation assistance shall be equal to three months of rent. This scale is adopted in recognition of the additional time required to find replacement housing when a tenant's current rent is below market rate. Tenant relocation assistance shall be calculated based upon the rent in effect at the time of the ~~180 day~~rent increase notice.

~~6~~3. Landlords shall provide copies of the request for relocation assistance and confirmation of payment to the Landlord-Tenant Coordinator or other city designated official.

~~7~~4. In the event that the tenant is unable to relocate and remains in the dwelling unit at the increased rent, the tenant must repay the relocation assistance.

~~8~~5. The requirement to pay tenant relocation assistance will not apply to:

~~(~~a.~~)~~ a landlord and tenant living on the same site if the site has four or fewer dwelling units;

~~(~~b.~~)~~ tenants who have lived in the dwelling unit for less than six months;

~~(~~c.~~)~~ a landlord that temporarily rents out the landlord's principal residence during the landlord's absence due to active duty military service.

6. Landlords are required to comply with the relocation assistance and related requirements pursuant to RCW 59.18.085, Rental of condemned or unlawful dwelling – Tenant's remedies – Relocation assistance – Penalties.

1.100.060 ~~Section 6. Landlords are prohibited from carrying out s~~Student/school-year~~,~~ and ~~cold-weather eviction~~ defense~~s.~~

1. Except as provided in in TMC 1.100.065~~subsection 4~~, it shall be a defense to eviction if the eviction qualifies as a student/school-year eviction or a cold-weather eviction.

2. 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;

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.

~~3. Except as provided in TMC 1.100.065, it is a defense to eviction if:An eviction qualifies as a prohibited cold-weather eviction if it would require the tenant to vacate their dwelling unit between November 1 and April 1~~

~~a. It would require the tenant to vacate their dwelling unit between November 15 and March 15.~~

~~b. The tenant household whose adjusted income at or below one hundred twenty percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area where the project is located, as reported by the United States department of housing and urban development., and~~

~~c. The owner of the housing unit that the tenant would have to vacate is a person who owns more than four rental housing units in the City of Tacoma.~~

1.100.063 Cold Weather Eviction Prohibition

1. Except as provided in TMC 1.100.065, evictions are prohibited between November 15 and March 15.

2. Notwithstanding the prohibition in subsection 1, this eviction prohibition does not apply if the owner of the housing unit that the tenant would have to vacate is a person who owns four or fewer rental housing units in the City of Tacoma.

1.100.065 Student/school--year ~~and cold weather eviction~~ defense and cold weather eviction ~~prohbitions~~prohibitions—exceptions.

~~4~~1. The evictions in Section 1.100.060 and Section 1.100.063 ~~This section does~~ do not apply and prevent an eviction if the reason for termination of the tenancy is due to:

a. ~~(1)~~ the ~~following~~ conditions described in TMC sections 1.95.070.D~~C~~.7.c, relating to waste, nuisance, and illegal activity: 1.95.070.D.7.d, relating to owner or family to occupy the unit; 1.95.070.D.7.e, relating to owner selling the unit; 1.95.070.D.7.h relating to the unit being condemned or uninhabitable; 1.95.070.D.7.i, related to desire for a roommate to vacate; or 1.95.070.D.7.p, related to sexual harassment by tenant.

b. The owner seeks to terminate the tenancy of a tenant of an accessory dwelling unit that is accessory to the housing unit in which the owner resides~~,~~ or seeks to terminate the tenancy of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit on the same lot.

~~(a) subsection (7)(d) (owner or family to occupy the unit);~~

~~(b) subsection (7)(h) (condemnation or uninhabitability);~~

~~(c) subsection (7)(i) (desire for roommate to vacate);~~

~~(d) subsection (7)(p) (sexual harassment by tenant);~~

~~(2) 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;~~

~~(3) maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5); or~~

~~(4) 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.~~

1.100.070 ~~Section 7.~~ Prohibiting evictions based upon tenant's status as a member of the military, first responder, senior, family member, health care provider, or educator.

1. The people of Tacoma hereby declare their intent to outlaw discriminatory evictions against members of the military, first responders, seniors, family members, health care providers, and educators. Additional protection is provided to these groups of tenants because they serve an essential role in our community, they have been subject to documented discrimination in the rental housing market, or they are likely to face discrimination in the rental market.

2. It shall be a violation of this chapter and a defense against eviction for a landlord to evict a tenant based upon the tenant's status as a member of the military, first responder, senior, family member, health care provider, or educator.

3. To carry out the policy protecting family members, it shall be a violation of this chapter and a defense against eviction for a landlord to evict a tenant or the tenant's immediate family members based upon a tenant's immediate family members residing in the unit, absent a violation of occupancy limits under federal, state, or local law.

~~**PART THREE – ADOPTING PENALTIES FOR VIOLATION AND PROCEDURES TO PROTECT THE RIGHTS OF LANDLORDS AND TENANTS**~~

1.100.080 ~~Section 8.~~ Adopting penalties and procedures.

1. Any tenant claiming injury from any violation of this chapter shall be entitled to bring an action in Pierce County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter, and shall be entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief. 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. If the violation constitutes failure to pay a valid request for relocation assistance, the penalty shall be no less than three times the relocation assistance. If the violation constitutes imposition of a monthly or periodic rent that is illegal under this chapter, the penalty shall be no less than three times the monthly or periodic rent.

3. Failure of a landlord to comply with any of the provisions of this chapter shall provide the tenant with a defense in any legal action brought by the landlord to recover possession of the dwelling unit.

4. A tenant or an organization representing tenants may seek injunctive relief on their own behalf or on behalf of other affected tenants.

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. 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 but not limited to:

(1) 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.

(2) 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.

(3) 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, ~~,~~ 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.

6. Retaliation and retaliatory evictions constitute a violation of this ordinance and subject to all remedies provided in this section.

7. Remedies provided in this section are in addition to any other existing legal remedies and are not intended to be exclusive.

8. Retaliation and retaliatory evictions constitute a violation of this ordinance and subject to all remedies provided in this section.

9. Remedies provided in this section are in addition to any other existing legal remedies and are not intended to be exclusive.

~~**PART FOUR – DEFINITIONS**~~

~~**1.100.090 Section 9. Definitions.**~~

~~For the purposes of this Chapter:~~

~~"Child" or "student" means any person either under the age of 18 years or currently enrolled in a school.~~

~~"Dwelling unit" or "unit" is a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more persons maintaining a common household, including but not limited to single-family residences, units of multiplexes, units of apartment buildings, mobile homes, and mobile home lots.~~

~~"Educator" means any person who works at a school as an employee or independent contractor of the school or its governing body, including but not limited to all teachers, substitute teachers,~~

~~paraprofessionals, substitute paraprofessionals, administrators, administrative staff, counselors, social workers, psychologists, school nurses, speech pathologists, custodians, cafeteria workers, and maintenance workers.~~

~~"Eviction" or "evict" is an effort by the landlord to terminate or discontinue the tenancy through any means, including unlawful detainer, refusing to offer a new lease, or seeking a mutual termination agreement.~~

~~"Immediate family" includes: spouse, domestic partner, or partner in a committed intimate relationship; and parents, grandparents, children, grandchildren, siblings, nieces, and nephews, whether related by blood, marriage, domestic partnership, or committed intimate relationship.~~

~~"Landlord" means 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.~~

~~"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.~~

~~"Mutual termination agreement" means any agreement by a landlord and tenant to terminate a tenancy.~~

~~"Rent" means any recurring or periodic payments for the use and occupancy of the dwelling unit, which may include utilities. Rent does not include any non-recurring charges such as late fees, notice fees, attorney's fees, court costs, damages, or other fees.~~

~~"Rental agreement" means all agreements by the tenant which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.~~

~~"Retaliatory eviction" is an eviction in response to a tenant's assertion of rights or protections afforded under this chapter or another tenant protection law.~~

~~"Retaliation" has the same meaning as "reprisal or retaliatory action" under RCW 59.18.240.~~

~~"School" means any child care, early childhood education and assistance program, or head start facility, and any public, private, or parochial institution that provides educational instruction in any or all of the grades and age groups up to and including twelfth grade, except this grade limitation shall not apply to special education students where the education plan extends beyond the twelfth grade.~~

~~"School year" means the period from (and including) the first day of the academic year to the last day of the academic year, as set by Tacoma Public Schools, or its successor, on its calendar for first through twelfth grade students. If for those grades there are multiple dates for the first day or last day of the academic year, the earliest and latest dates, respectively, shall define the period.~~

~~"Tenancy" refers to the right of a tenant to reside in a dwelling unit for living or dwelling purposes.~~

~~"Tenant" is any person who occupies a dwelling unit primarily for living or dwelling purposes.~~

~~"Tenant protection laws" includes this chapter, RCW 59.18.060, RCW 59.18.240, and any other federal, state, or local law or regulation designed to protect tenants, regardless of whether such laws or regulations are enacted before or after this chapter.~~

~~(City of Tacoma Initiative Measure No. 1; General Election Nov. 7, 2023)~~

~~**PART FIVE – MISCELLANEOUS PROVISIONS**~~

1.100.100 Miscellaneous Provisions.

1. Nothing in this chapter eliminates a tenant's rights under a rental agreement, including the right to civil relief if a landlord terminates a rental agreement before its expiration.

2. All written notices required under this chapter must be served in a manner consistent with RCW 59.12.040.

3. The provisions of this chapter may not be waived, and any term of any rental agreement, contract, mutual termination agreement, or other agreement which purports to waive or limit a tenant's substantive or procedural rights under this chapter are contrary to public policy, unenforceable, and void. A landlord may not coerce a tenant to sign a mutual termination agreement. If a tenant has agreed to terminate a tenancy, whether within a rental agreement, in a separate termination agreement, or otherwise, the tenant may rescind such agreement to terminate:

~~(~~a~~)~~. within ten business days after signing the agreement by delivering written notice of rescission to the landlord; or

~~(~~b~~)~~. by delivering written notice of rescission to the landlord at a later time, if the tenant agreed to terminate without representation by an attorney or other tenant advocate or outside of a proceeding mediated by a neutral third party. Nothing in this paragraph shall be interpreted or applied so as to create any power or duty in conflict with federal law. In the event of any conflict, federal requirements shall supersede the requirements of this paragraph.

4. The provisions of this chapter are declared to be separate and severable. If any provision of this chapter, or the application thereof to any person or circumstance, is held invalid, that invalidity shall not affect any other provision or application of this chapter that can be given effect without the invalid provision or application. All provisions in this chapter should be read in harmony with state and federal law, and if there is any question or conflict between Tacoma and state law, state law will apply. If a provision or its application is declared invalid due to preemption by state or federal law, then the remainder shall remain valid.

5. Any ambiguity in this chapter shall be construed in favor of the tenant. Statements that non-compliance with certain provisions constitutes a violation of this chapter and/or are subject to penalties are provided for emphasis only and such statements shall not be construed to mean that non-compliance with other provisions does not constitute a violation subject to penalties.

6. The subject of this initiative is reducing homelessness by regulating the housing rental market.

7. This Act shall be known as the Tacoma Landlord Fairness Code Initiative.

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MOTION FOR COUNCIL CONSIDERATION
ORDINANCE NO. 29086

December 9, 2025

I move to amend Ordinance No. 29086, by amending

Subsection 1.100.050.2, on page 15, lines 13-15, to read as follows:

> The tenant relocation assistance amounts shall be equal to two months of rent for rent increases of 5 percent or more within a 12-month period. However, if the notified rent increase is over 7.5 percent within a 12-month period, the relocation assistance shall be equal to two and a half months of rent, and if the notified rent increase is over 10 percent within a 12-month period, the relocation assistance shall be equal to three months of rent. This scale is adopted in recognition of the additional time required to find replacement housing when a tenant's current rent is below market rate. Tenant relocation assistance shall be calculated based upon the rent in effect at the time of the rent increase notice.

COUNCIL MEMBERS DIAZ, RUMBAUGH, AND WALKER

MOTION FOR COUNCIL CONSIDERATION
ORDINANCE NO. 29086

December 9, 2025

I move to amend Ordinance No. 29086, by amending

Subsection 1.95.060.B, at page 6, line 18-19, to read as follows:

> B. Any notice of rent increase shall specify the percentage of the rent increase, the amount of the new rent, a description of the rental relocation assistance program and how the relocation assistance payment will be calculated and the date on which the increase becomes effective, and, if applicable, a description of the rental relocation assistance program and how the relocation assistance payment will be calculated.

COUNCIL MEMBERS DIAZ AND HINES

MOTION FOR COUNCIL CONSIDERATION
ORDINANCE NO. 29086

December 9, 2025

I move to amend Ordinance No. 29086, by amending Subsection 1.100.050.4, on page 15, lines 17-18, by removing the current language in subsection 4 and replacing it with the following:

> In the event that the tenant fails to relocate by the end of the lease period or signs a new lease to remain in the dwelling unit, the tenant must repay the relocation assistance within 10 days.

> ~~7~~4~~. In the event that the tenant is unable to relocate and remains in the dwelling unit at the increased rent, the tenant must repay the relocation assistance.~~