

## CHAPTER 1.95 RENTAL HOUSING CODE

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### **1.95.010 Purpose and Intent.**

The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the City limits of Tacoma.

It is the City’s intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within Tacoma. The regulations contained in this chapter balance the needs of the landlord, tenant, and the City while creating a partnership to ensure safe, healthy, and thriving rental housing in Tacoma. The City recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. 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. This chapter strives to ensure housing security for current and future residents, and addresses potential retaliation against tenants who make complaints about housing conditions.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

### **1.95.020 Definitions.**

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

“Assisted housing development” means a multifamily rental housing development that either receives government assistance and is defined as federally assisted housing in RCW 59.28.020, or that receives other federal, state, or local government assistance and is subject to use restrictions.

“Change of use” means the conversion of any dwelling unit from a residential use to a nonresidential use; conversion from one type residential use to another type residential use, such as a conversion to a retirement home, emergency shelter, transient hotel, or short-term rental as defined in Tacoma Municipal Code (“TMC”) 13.06.700; the removal of use restrictions, including those in an assisted housing development; provided that an owner displacing a tenant so that the owner or immediate family member can occupy the rental dwelling unit shall not constitute a change of use. Any “change of use” are provided herein requires displacement of a tenant.

“Days” means calendar days unless otherwise provided.

“Demolition” is defined under RCW 59.18.200, as it exists or is hereinafter amended and means the destruction of any dwelling unit premises or the relocation of the premises to another site that results in

~~the displacement of an existing tenant. Any “demolition” as provided herein requires displacement of a tenant.~~

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

“Displacement” or “displaced” means the demolition, substantial rehabilitation, or change of use requiring existing tenants to vacate the dwelling unit, but shall not include the relocation of a tenant from one dwelling unit to another dwelling unit with the tenant’s consent.

“Dwelling 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.

~~“Housing costs” means the compensation or fees paid or charged, usually periodically, for the use of any property, land, buildings, or equipment for residential purposes. For purposes of this chapter, housing costs include the basic rent charge, 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.~~

~~“Immediate family member” 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. the spouse or domestic partner, dependent children, and other dependent relatives.~~

~~“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. 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.”~~

“Non-refundable move-in fees” means non-refundable payment paid by a tenant to a landlord to cover administrative, pet, or damage fees, or to pay for cleaning of the dwelling unit upon termination of the tenancy, but does not include payment of a holding fee authorized by RCW 59.18.253(2).

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

- A. All or any part of ~~the~~lease real 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.

“Rental agreement” or lease is defined under RCW 59.18.030 as it exists and 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. means a rental agreement as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the state RLTA in effect at the time the rental agreement is executed. As of the effective day of this ordinance, the state 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 a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement.

“Security deposit” does not include a fee.

~~“Substantial rehabilitation” is defined under RCW 59.18.200 as it exists and is hereinafter amended and means extensive structural repair or extensive remodeling of premises that requires a permit such as a building, electrical, plumbing, or mechanical permit, and that results in the displacement of an existing tenant. means extensive structural repair or extensive remodeling and requires a building, electrical, plumbing, or mechanical permit for the tenant’s dwelling unit at issue. Any “substantial rehabilitation” as provided herein requires displacement of a tenant.~~

~~“Tenant” is defined under RCW 59.18.030 as it exists and is hereinafter amended and any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement. means any person who is permitted 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 RLTA, chapter 59.18 RCW and those tenants whose living arrangements are exempted from the state RLTA 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.~~

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

### **1.95.030 Distribution of information required.**

#### **A. Distribution of resources by landlord.**

1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord’s written rental criteria and, once created by the City, with a City of Tacoma informational website address designated by the City for the purpose of providing information about the property and its landlord, which may include, but is not limited to, local code enforcement information relating to properties within City limits, findings or settlements related to housing discrimination against the landlord pursuant to TMC 1.29, Human Rights Commission, and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.

2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord shall provide the prospective tenant a paper copy of the property and landlord information that can be found on the website identified above.

#### **B. Distribution of information packets by landlord.**

1. The Director shall prepare and update as necessary, summaries of this chapter, the Minimum Buildings and Structures Code (TMC 2.01), state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.

2. A landlord shall provide a copy of the summaries prepared by the Director to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.

3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.
  4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the City, distribute current copies of the summaries to existing tenants.
  5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating when and where the landlord provided tenant with the required information. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City, and may do so in electronic form unless a tenant otherwise requests written summaries.
  6. 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.
- C. Notice of resources. A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

#### **1.95.040 Deposit requirements and installment payments permitted.**

- A. Installment payments, generally. Upon a tenant's written request, 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. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties.
- B. Fixed-term tenancies for three months or longer. For any rental agreement term that establishes a tenancy for three 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 three consecutive, equal monthly installments that begin at the inception of the tenancy.
- C. Month-to-month or two-month tenancy. For any rental agreement term that establishes a tenancy from month-to-month or two 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 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.
- D. 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~~14-day notice pursuant to RCW 59.12.030(3),4), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant. RCW 59.18.260.

E. 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 standard and actual cost of the tenant screening report.

F. No security deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement.

G. A landlord must place any required security deposit in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.

H. Nothing in this Chapter 1.95 prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by chapter 59.18 RCW.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

#### **1.95.050 Notice requirement generally – reasonable accommodation request.**

A landlord shall review and comply with all reasonable accommodation requests, as required in TMC 1.29.120.D, received from a tenant related to the service of any notice required by this chapter.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

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

A landlord is required to provide the minimum written notice, as outlined in Chapter 59.18.140 RCW, as it currently exists or is hereinafter amended, 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.

(Ord. 28596 Ex. A; passed Jul. 9, 2019; Ord. 28559 Ex. A; passed Nov. 20, 2018)

#### **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. 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.

C. Requirement for notice to tenant to terminate tenancy. Unless provided otherwise under subsection B above, termination of tenancy must comply with RCW 59.18.650, as it currently exists or hereinafter amended and as outlined in this subsection. Requirement for notice to tenant for no cause termination. Unless provided otherwise under federal or state law applicable to low income or affordable housing programs or under subsection B above, a landlord may only terminate a tenancy for no cause by providing the tenant written notice of at least 60 days preceding the end of the month or period of tenancy. Notices that are exempt from this subsection include, but are not limited to, notices authorized under RCW 59.12.030, as it currently exists or as hereinafter amended.

(1)(a) A landlord may not evict a tenant, refuse to continue a tenancy, or end a periodic tenancy except for the causes enumerated in subsection (C)(2) below and as otherwise provided in this subsection.

(b) 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 (C)(2) below; however, a landlord may end such a tenancy at the end of the initial period of the rental agreement without cause only if:

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

(ii) 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.

(c) 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:

(i) 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;

(ii) 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

(iii) 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.

(d) For all other tenancies of a specified period not covered under (b) or (c) 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 (C)(2) below. Upon the end date of the tenancy of a specified period, the tenancy becomes a month-to-month tenancy.

(e) Nothing prohibits a landlord and tenant from entering into subsequent lease agreements that are in compliance with the requirements in subsection (C)(2) below.

(f) 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.

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

1. 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.;
2. 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.;
3. 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.;

4. 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 4 as the cause for the lease ending, the landlord may serve a 90 day notice to vacate.;
5. 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.;
6. When the tenant continues in possession of the premises after the landlord serves the tenant a 120-day-with advance written notice pursuant to RCW 59.18.200(2)(c) as outlined in RCW 59.18.650(2)(f).
7. 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.
8. 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.
9. 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.
10. 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.;
11. 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.;
12. 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.;
13. 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.;
14. 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.;
15. 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.;
16. 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.;

17. 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.

**D.** Notice requirements, generally.

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

~~4~~3. 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.

**E.** 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.

**F.** The notices required herein do not apply when:

~~1. A landlord terminates for nonpayment of rent or for other cause allowed by the state RLTA, chapter 59.18 RCW, or the Foreible Entry and Foreible and Unlawful Detainer Act, chapter 59.12 RCW; or~~

~~2. 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 or unfit.~~

(Ord. 28645 Ex. A; passed Dec. 17, 2019; Ord. 28559 Ex. A; passed Nov. 20, 2018)

**1.95.080 Tenant relocation assistance.**

A. Tenant relocation assistance for condemned or unlawful dwelling. 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.

B. Tenant relocation assistance for low-income tenants when residential property demolished, substantially rehabilitated, or upon the change of use.

1. When tenant relocation assistance applies. This section shall apply to low-income tenants when a notice is required under TMC 1.95.070.B, except as otherwise expressly required by state or federal law, and with the exception of displacement of tenants from the following:

a. Any dwelling unit demolished or vacated because of damage caused by an event beyond the landlord’s control, including that caused by fire, civil commotion, malicious mischief, vandalism, tenant waste, natural disaster, or other destruction;

b. Any dwelling unit ordered vacated or demolished pursuant to TMC 2.01.050, Minimum Building and Structures Code, because of damage within the landlord’s control;

c. Any dwelling unit owned or managed by the Tacoma Housing Authority;



- d. Any dwelling unit located inside the boundaries of a major educational institution which is owned by the institution and which is occupied by students, faculty, or staff of the institution;
  - e. Any dwelling unit for which relocation assistance is required to be paid to the tenants pursuant to another state, federal, or local law; and
  - f. Any dwelling unit functioning as emergency or temporary shelter for homeless persons (whether or not such persons have assigned rooms or beds, and regardless of duration of stay for any occupant) operated by a nonprofit organization or public agency owning, leasing, or managing such dwelling unit.
2. Tenant Relocation Information Packet. When a landlord intends to displace a tenant, prior to the landlord providing the notice outlined in TMC 1.95.070.B, the landlord shall obtain from the City one Tenant Relocation Information Packet for each dwelling unit where tenants will be displaced. The Tenant Relocation Information Packet shall contain the following:
    - a. A Relocation Assistance Certification Form with instructions for its submission to the Director; and
    - b. A description of the relocation benefits potentially available to eligible tenants.
  3. Delivery of Tenant Relocation Information Packet. When a landlord serves the notice required under TMC 1.95.070.B, the landlord shall also deliver a Tenant Relocation Information Packet to each dwelling unit where the tenants will be displaced.
  4. Within 20 days of providing the Tenant Relocation Information Packet to tenants, the landlord shall provide the Director with a list of names of the legal tenants and number of dwelling units for the dwelling units at issue.
  5. Tenant eligibility for relocation assistance. Low income tenants who are parties to a rental agreement for the dwelling unit may be eligible for relocation assistance only if the tenant to be displaced resides in a dwelling unit at issue when the landlord delivers the Tenant Relocation Assistance Packet. As used in this section, “low-income tenants” means tenants whose combined total income per dwelling unit is at or below 50 percent of the median income, adjusted for family size, in Pierce County.
  6. Tenant income verification.
    - a. Within 20 days after the date of delivery of the Tenant Relocation Information Packet, each displaced legal tenant of a dwelling unit wanting to apply for relocation assistance must submit to the Director a signed and completed Relocation Assistance Certification Form certifying the names and addresses of all occupants of the dwelling unit, the total combined annual income of the legal occupants of the dwelling unit for the previous calendar year, the total combined income of all of the adult occupants for the current calendar year, and any other information that the Director may require to determine eligibility for this program. A tenant who, with good cause, is unable to return the certification form within 20 days may, within 20 days after the date of delivery of the Tenant Relocation Information Packet, submit to the Director a written request for an extension of time which details the facts supporting the claim of “good cause.” If the request is submitted within the 20-day period and the facts constitute good cause in accordance with rules adopted pursuant to this chapter, the deadline for submission of the Relocation Assistance Certification Form may be extended by the Director another 20 days. The Director shall review the request and notify the tenant and landlord if an extension has been granted within ten business days.
    - b. If information submitted by a tenant on a Relocation Assistance Certification Form is incomplete or appears to be inaccurate, the Director may require the tenant to submit additional information to establish eligibility for relocation assistance.
    - c. Any tenant who fails or declines the opportunity to submit the Relocation Assistance Certification Form, who refuses to provide the information in a timely manner as required, or who is found to have

intentionally misrepresented any material information regarding income or eligibility to relocation benefits, shall not be eligible for relocation assistance under this chapter.

7. Relocation assistance verification. Within 14 days of the Director's receipt of the signed Relocation Assistance Certification Forms from all tenants who are parties to a rental agreement in a dwelling unit, or within 14 days of the expiration of the same tenants' 20-day period for submitting signed Relocation Assistance Certification Forms to the Director, whichever occurs first, the Director shall send to each dwelling unit household who submitted a signed certification form and to the landlord, by both regular United States mail and certified mail, return receipt requested, a notice stating whether the dwelling unit's certification form indicates eligibility for relocation assistance.

8. Relocation assistance payments.

a. Low-income tenants who are displaced, who comply with the requirements of this chapter, and are determined to be eligible by the Director, may receive a total relocation assistance payment of \$2,000 for their eligible dwelling unit. The amount of relocation assistance shall be adjusted annually on or before January 1 by the percentage amount of change in the housing component of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics. The relocation assistance payment shall be in addition to the refund from the landlord of any deposits or other sums to which the tenant is lawfully qualified to receive.

b. The landlord that is displacing a tenant is responsible for payment of one-half of the total amount of relocation assistance due to eligible tenants pursuant to this chapter and the City is responsible for one-half the relocation assistance due to eligible tenants pursuant to this chapter.

c. A tenant may be eligible to obtain a relocation assistance payment only after receipt of a notice from the Director of eligibility for tenant relocation assistance or, if an appeal was taken as outlined herein, after receipt of a final unappealed decision from the Hearing Examiner or a court that the tenant is eligible for relocation assistance.

d. An eligible tenant may obtain the relocation assistance payment by completing a request for relocation assistance. The Director shall notify the landlord obligated to pay such relocation assistance of the request. Within 21 days after submission of the tenants' request to the Director, the landlord and the City shall provide eligible tenants who will be displaced with their portion of the relocation assistance. A landlord must submit written proof to the City that it provided the eligible tenants with the required payment within five business days of such payment.

9. Appeal.

a. Either the tenant or the landlord may file an appeal with the Hearing Examiner, pursuant to TMC Chapter 1.23, of the Director's determination of the tenant's eligibility for relocation assistance or to resolve a dispute between the parties relating to unlawful detainer actions during relocation. An appeal regarding eligibility for relocation assistance shall be filed within ten days after the landlord or tenant receives the Director's notice of tenant eligibility. All requests for an appeal shall be in writing and shall clearly state specific objections and the relief sought, and shall be filed with the City Clerk. A record shall be established at the hearing before the Hearing Examiner. Appeals shall be considered de novo. The Hearing Examiner shall issue a decision within 30 days of a request for a hearing by either the tenant or landlord.

b. Judicial review of an administrative hearing decision relating to relocation assistance may be made by filing a petition in Pierce County Superior Court within ten days of the Hearing Examiner's decision. Judicial review shall be confined to the record of the administrative hearing and the court may reverse the decision only if the administrative findings, inferences, conclusions, or decision is:

(1) In violation of constitutional provisions;

- (2) In excess of the authority or jurisdiction of the administrative hearing officer;
- (3) Made upon unlawful procedure or otherwise is contrary to law; or
- (4) Arbitrary and capricious.

10. If the City makes no appropriation to support this relocation assistance program in this subsection TMC 1.95.080.B, then neither the landlord nor the City shall be subject to the relocation assistance requirements for low-income tenants, and tenants shall not be entitled to relocation assistance as otherwise provided.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

### **1.95.090 Compliance and enforcement.**

#### **A. Compliance.**

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tacoma entered into after February 1, 2019, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.
2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to RCW 59.18.240 and 59.18.250, as they exist or are hereinafter amended, including reprisals or retaliatory actions against a tenant's good faith and lawful rights to organize.
3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not evict residential tenants without a court order, which can be issued by a court only after the tenant has an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380).

a. In addition to any other legal defense a tenant may have, it is an additional affirmative defense to an unlawful detainer action that a landlord failed to:

- (1) Give ~~a 120-day or 60-day "no cause"~~ notice to terminate a monthly or periodic tenancy~~t~~ as provided in Section 1.95.070, with service conforming with RCW 59.12.040, prior to the end of such month or period, unless a different for cause notice period is specifically authorized by law; or
- (2) Provide relocation assistance in a timely manner as provided in Sections 1.95.080 or 1.95.090.

b. Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.

4. ~~4. Any rental agreement with illegal lease provisions as outlined in RCW 59.18.230, as it currently exists or hereinafter amended or requires a tenant to provide more than a 20-day notice to terminate tenancy, is subject to civil penalties.~~

5. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.

#### **B. Rebuttable Presumption.**

1. If a landlord provides ~~aa n 60-day authorized~~ notice to vacate under TMC 1.95.070-~~C~~, and within 90 days after the tenant vacates the dwelling unit, the landlord commences activity to demolish or substantially rehabilitate or change the use of the dwelling unit, the City shall presume that the landlord intended to avoid the 120-day notice to terminate requirement in TMC 1.95.070.B.
2. To overcome the presumption in subsection B.1, the landlord must demonstrate by a preponderance of evidence that either the termination was due to proper cause or, in the case of substantial rehabilitation,

that the tenant left the dwelling uninhabitable such that substantial rehabilitation was necessary to rent the dwelling.

#### C. 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 settle by agreement any alleged violation or failures to comply with the provisions of this chapter; provided that nothing herein shall create a right or entitlement of a landlord to settlement by agreement.
3. The Director is authorized to request records from landlord and the landlord shall allow the Director access to such records, as well as a complete roster of tenants names and contact information, when requested, with at least five business days' notice and at a mutually agreeable time, to investigate potential violations of the requirements of this chapter.

#### D. Notice of Violation.

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 where the violation occurred;
  - b. A description of the violation and a reference to the provisions of this chapter which have been violated;
  - c. A description of the action required to comply with the provisions of this chapter;
  - d. A statement that the landlord to whom a Notice of Violation is directed may request a hearing. Such request for hearing must be submitted in writing and must be received by the City Clerk no later than ten days after the Notice of Violation has been issued;
  - e. A statement that 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 the person to whom the Notice of Violation is issued by personal delivery or first-class mail.

#### E. Civil Penalties.

1. Any person violating a provision of this chapter shall be subject to the penalties as outlined below.
  - a. For a violation of Distribution of information required (TMC 1.95.030), Deposit requirements and installment payments (TMC 1.95.040), Notice requirement generally (TMC 1.95.050), or Notice to increase rent requirements (TMC 1.95.060), a landlord shall be subject to the following penalties:
    - (1) For the first violation for each affected dwelling unit, \$500; and
    - (2) For each affected dwelling unit for each subsequent violation within a three year period, \$1,000.
  - b. For a violation of a Notice to vacate (TMC 1.95.070), Tenant Relocation Assistance (TMC 1.95.080), ~~and~~ Retaliation prohibited (TMC 1.95.090.A.2), and illegal rental agreement provisions (TMC 1.95.090(4)) a landlord shall be subject to the following penalties:

- (1) For each violation from the date the violation begins for the first ten days of noncompliance, \$250 per day, per dwelling unit;
- (2) For each violation for each day beyond ten days of noncompliance until compliance is achieved, \$500 per day, per dwelling unit.
3. If the tenants have already relocated, but a violation of the notices required pursuant to Section 1.95.070 can be demonstrated by the City by a preponderance of the evidence, then any person violating any provision of this chapter shall be subject to a penalty in the amount of \$1,000 per dwelling unit for which the violation occurred.
4. The Director may waive or reduce the penalty if the landlord comes into compliance within ten days of the Notice of Violation 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 resulted in a Notice of Violation outlined above, the Director may issue a Penalty that shall be \$1,000.
5. Any civil penalties paid by the landlord shall be kept by the City.

F. 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 days from the date the Notice of Violation or penalty was issued. 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 the person to whom the notice of violation was issued by personal delivery or first class mail.

G. Appeals to the Hearing Examiner of Director's Decision. Appeal of the Director's decision shall be made within ten 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.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)

**1.95.100 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.

(Ord. 28559 Ex. A; passed Nov. 20, 2018)