



SUBSTITUTE NO. 1
ORDINANCE NO. 28894

1 BY REQUEST OF ~~MAYOR WOODARDS, DEPUTY MAYOR WALKER, AND~~
2 COUNCIL MEMBERS ~~HINES AND USHKA~~ DANIELS AND DIAZ

3 AN ORDINANCE amending chapter 1.95 of the Municipal Code, relating to the
4 "Rental Housing Code," to require landlords to comply with health and
5 safety laws; have a City business license before increasing rent or
6 evicting tenants; set limits on late fees for rent and on pet deposits;
7 require 120-day notice to raise rent; add new regulations for shared
8 housing; ~~and~~ standardize screening criteria for the amount of tenant
9 income required to qualify for housing, for reviewing a tenant's criminal
10 history, and acceptable identification; and to authorize economic
11 displacement relocation assistance.

12 WHEREAS this recommendation is based on five years of administering
13 the Rental Housing Code ("RHC"), ongoing engagements with the RHC
14 Stakeholder Advisory Group, targeted community outreach efforts conducted in
15 the spring of 2023, and a year of engagement with the Community Vitality and
16 Safety Committee ("CVS"), and

17 WHEREAS initial work to develop the RHC began in the spring of 2018,
18 and the RHC Stakeholder Advisory Group was also formed at this time; the
19 RHC was formally adopted on November 20, 2018, and went into effect on
20 February 1, 2019, and

21 WHEREAS in March 2021, staff and the RHC Stakeholder Advisory
22 Group began work on updates to the RHC, including just cause eviction ("JCE")
23 standards and the current proposed changes; the JCE standards were adopted
24 on September 21, 2021, and
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1 WHEREAS, staff returned to CVS on July 28, 2022, and again on
2 October 27, 2022, to discuss the proposed changes, and after receiving
3 committee feedback, staff conducted additional City Council engagement to
4 explain the proposed changes and began developing the community engagement
5 plan, and

6 WHEREAS since the outreach efforts on current code updates, a community
7 initiative has recently been filed to address items covered by, or that which would
8 impact, the RHC, and

9 WHEREAS throughout May of 2023, City Council sponsors including Mayor
10 Woodards, Deputy Mayor Walker, and Council Members Hines and Ushka, met
11 with signature gatherers to better understand the community proposal, and
12 following these meetings, the sponsors worked with RHC staff to further develop
13 recommended protections that have been shared with the CVS committee on
14 May 25, 2023, and with the full City Council at its study session on June 13 and 20,
15 2023, and
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18 WHEREAS the proposed changes were developed by City staff in
19 partnership with the RHC Stakeholder Advisory Group, who represent a diverse
20 set of community members, including tenant advocates, landlord representatives,
21 nonprofit housing providers, local government agencies, and relevant City offices,
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24 WHEREAS upon drafting the initial proposals, staff conducted a community
25 survey resulting in 1,270 responses from tenants, landlords, and property managers,
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and hosted five community meetings with approximately 200 total attendees, to
1 discuss the proposed changes, and

2 WHEREAS after completing the community outreach, several proposed
3 changes were amended after further consultation with the RHC Stakeholder
4 Advisory Group, City Council, and Tacoma 4 All organizers, and
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6 WHEREAS this legislation will strengthen protections for tenants, who
7 disproportionately represent lower-income levels in the City, and provide
8 additional guidance and standards to landlords and property managers, and
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10 WHEREAS by strengthening renter protections, the City will increase
11 housing stability for low-income Tacoma renters by alleviating displacement
12 pressures and reducing the number who are cost-burdened and improving the
13 quality of life as more residents are housed, and help to support a more robust
14 rental market that is competitive and safe for both renters and landlords,
15 making the City a more desirable market for people who may look to relocate to
16 the City over other jurisdictions, and

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18 WHEREAS the City is grappling with an affordable housing crisis that is
19 driving homelessness and displacement in the city, particularly for residents
20 with a disability, seniors, single mothers, and people of color, and people living
21 at or below 50 percent area median income ("AMI") in the City facing a ten
22 percent rent increase within a 12-month period are more likely to be unable to
23 secure a new rental unit due to the high costs of move-in fees, putting them at
24 greater risk of losing housing or being forced to leave the city, economic
25 displacement relocation assistance ("Assistance") will help advance efforts to
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protect the City’s most vulnerable renters and ensure they can remain housed
in Tacoma, and

WHEREAS, the Assistance section in TMC 1.95.083 shall go into effect
on January 1, 2024, and

WHEREAS the City’s contribution to the Assistance section in TMC
1.95.083 will be limited to the funding approved for this program, and the City’s
responsibility to provide assistance will conclude once the approved funding is
fully expended, unless additional funding is approved, and

WHEREAS, no later than January 1, 2025, the City Manager shall direct
staff to review how many people this new Assistance has kept housed in the
city, data collected by the program on the scope and scale of the demand for
such assistance, and any other research areas as determined by the City
Manager to inform future policy decisions and program support; Now, Therefore,

BE IT ORDAINED BY THE CITY OF TACOMA:

Section 1. That Chapter 1.95 of the Tacoma Municipal Code (“TMC”),
relating to the “Rental Housing Code,” is hereby amended, to read as set forth
in the attached Exhibit “A.”

Section 2. That Section 1.95.083, Economic Displacement Relocation
Assistance (“Assistance”), shall be effective January 1, 2024.

Section 3. That the City’s contribution to the Assistance section in
TMC 1.95.083 will be limited to the funding approved for this program, and the

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City's responsibility to provide assistance will conclude once the approved funding is fully expended, unless additional funding is approved.

Section 4. No later than January 1, 2025, the City Manager shall direct staff to review how many people this new Assistance has kept housed in the city, data collected by the program on the scope and scale of the demand for such assistance, and any other research areas as determined by the City Manager to inform future policy decisions and program support.

Section 5. 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

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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.
- [1.95.083 Economic Displacement Relocation Assistance.](#)
- [1.95.085 Shared housing requirements.](#)
- 1.95.090 Compliance and enforcement.
- 1.95.100 Severability.

* * *

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 premises or the relocation of the premises to another site that results in the displacement of an existing tenant.

“Director” means the Director of the City of Tacoma, Office of Equity and Human Rights, 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.



1 “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.

2 “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.

3
4 “Master Lease holder” is person who has a rental agreement with the landlord of a dwelling unit with the intent of renting the dwelling unit, or a portion thereof, to one or more subtenants.

5 “Master Lease” is a rental agreement between a landlord renting a dwelling unit to a master lease holder.

6 “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).

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

8 A. All or any part of the legal title to property; or

9 B. All or part of the beneficial ownership, and a right to present use and enjoyment of the property.

10 “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.

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13 “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.

14 “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.

15 “Security deposit” does not include a fee.

16 “Shared housing” means “group housing” as defined in TMC 13.01.060.G, and includes when a tenant rents a private room or shared room in a dwelling unit but shares common areas such as a kitchen, gathering spaces, and/or bathroom with other tenants.

17
18 “Substantial rehabilitation” is defined under RCW 59.18.200, as it exists or 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.

19
20 “Subtenant” is a person who rents a dwelling or part of a dwelling unit from someone who is renting it from the landlord.

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22 “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.

23 **1.95.030 Distribution of information required.**

24 A. Distribution of resources by landlord.

25 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 information on a tenant’s right to pay security deposits, non-refundable move-in fees and last month’s rent in installments, once created by the City, and with a City of Tacoma informational website address designated by the City for the purpose of



1 providing information about the property and its landlord, which may include, but is not limited to, local
2 code enforcement information relating to properties within City limits, findings or settlements related to
3 housing discrimination against the landlord pursuant to TMC 1.29, Human Rights Commission, and a
4 website address for the Washington Secretary of State for the purpose of providing information on how to
5 register to vote or change their address, if the individual is already registered to vote.

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

9 B. Distribution of information packets by landlord.

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

14 2. A landlord shall provide a form, created by the City, to the tenant to request to pay security deposits,
15 non-refundable move-in fees and last month's rent in installments.

16 3.2. A landlord shall provide a copy of the summaries prepared by the Director to any tenant or
17 prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or
18 renewal agreement.

19 4.3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries
20 described herein, either before entering into the oral rental agreement or as soon as reasonably possible
21 after entering into the oral rental agreement.

22 5.4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the
23 City, distribute current copies of the summaries to existing tenants.

24 6.5. The initial distribution of information to tenants must be in written form and landlords shall obtain the
25 tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a
26 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.

7.6. 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.

1.95.035 Tenant Screening

A. A landlord may screen potential tenants and additional occupants of the rental unit based upon their
own screening practice. A landlord must comply with the requirements of RCW 59.18.257 and not have
any discriminatory policies used in screening for tenancy. This section strives to prevent screening policies
that can be deemed to be discriminatory or lead to homelessness.

B. Social Security Number Requirement.

1. No landlord shall require that any tenant, prospective tenant, occupant, or prospective
occupant of rental property provide a social security number for any reason. Alternative proof of



financial eligibility such as portable screening reports, or other proof of income must be accepted, where available, if offered by the tenant.

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2. Nothing in this section shall prohibit a landlord from either: (i) complying with any legal obligation under federal law, or (ii) requesting information or documentation necessary to determine or verify the financial qualifications of a prospective tenant, or to determine or verify the identity of a prospective tenant or prospective occupant. However, if the landlord requests a social security number for verifying financial qualifications, other documentation sufficient to verify financial qualifications must also be accepted, such as, portable screening reports, Individual Taxpayer Identification Number (ITIN) or other proof of income. If a person is offering alternative means, the landlord must offer the same rental agreement terms to the applicant as if a social security number was provided.

3. Criminal History.

a. No landlord shall have a blanket ban on renting to anyone who has a previous felony conviction or arrest record. Instead, they must conduct an individual assessment of a tenant’s criminal history such as the type and severity of the offense and how long ago the offense occurred.

b. Landlords can deny tenancy for criminal history based on a pending charge or conviction of any of the following:

- 1. Sex Offenses under RCW 9A.44
- 2. Violent offense under RCW 9.94A.030, against landlord, employees, or other tenants
- 3. Arson under RCW 9A.48
- 4. Manufacturing, sale, or distribution of controlled substance under RCW 69.50, or Use of Buildings for Unlawful Drugs under RCW 69.53.

c. Landlords cannot deny tenancy for criminal history solely based on:

- 1. An arrest that did not result in conviction, except as provided under subsection b above.
- 2. Participation in or completion of a diversion or deferral of judgment program.
- 3. A conviction that has been judicially dismissed, expunged, voided, or invalidated.
- 4. A conviction for a crime that is no longer illegal in the State of Washington.
- 5. A conviction or any other determination or adjudication issued through the juvenile justice system.
- 6. A criminal conviction for misdemeanor offenses for which the dates of sentencing are older than 3 years from the date of the application, excluding court-mandated prohibitions that are present at the property for which the applicant has applied; or
- 7. A criminal conviction for a felony offense for which the dates of sentencing are older than 7 years from the date of the application, excluding court-mandated prohibitions that are present at the property for which the applicant has applied.

C. Financial Responsibility of Applicant. When there are multiple tenants who will reside in common within a dwelling unit, the tenants may choose which adults will be the applicants financially responsible for the dwelling unit and which will be tenants with no financial responsibility and considered just an occupant of the dwelling.

- 1. A landlord may require the financially responsible applicant to demonstrate a monthly gross income of up to three (3) times the amount of the monthly rent for the dwelling unit when the monthly rent amount is below Fair Market Rents as published by the U.S. Department of Housing and Urban Development (“HUD”)
- 2. A landlord may require a financially responsible applicant to demonstrate a monthly gross income of up to 2.5 times the amount of the rent for the dwelling unit when the monthly rent amount is at or above the Fair Market Rents as published annually by HUD.
- 3. For the purpose of this subsection, a landlord’s evaluation of an applicant’s income to rent ratio must:
 - a. Include all income sources of a financially responsible applicant, including, but not limited to, wages, rent assistance (non-governmental only), and monetary public



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benefits. The landlord may also choose to consider verifiable friend or family assistance.

b. Calculate the income to rent ratio based on a rental amount that is reduced by the amount of any local, state, or federal government rent voucher or housing subsidy available to the applicant;

c. Be based on the cumulative financial resources of all financially responsible applicants for the dwelling unit.

d. If an applicant does not meet the minimum income ratios as described herein, a landlord may require additional and documented security from a guarantor, or an additional security deposit. The landlord shall communicate this conditional approval to the applicant in writing and indicate the amount of the additional security. Applicant will have no less than 48 hours after the communication of conditional approval to accept or decline this opportunity.

e. If a landlord chooses to require additional documented security from a guarantor, the landlord may require the guarantor to demonstrate financial capacity. If the guarantor is a friend or family member, the landlord cannot require the guarantor to have income greater than 3 times the rent amount. The landlord may not require an applicant’s guarantor agreement to exceed the term of the tenant’s rental agreement.

4. Evaluating adult tenants who are not financially responsible. A landlord may screen an adult tenant who will reside with an applicant in a dwelling unit but who is not responsible for paying the rent, only for factors related to maintaining the property, and for conduct consistent with the health, safety or peaceful enjoyment of the premises by other residents or the landlord and to evaluate prospective occupants’ ability to comply with the landlord’s rules of residency. A landlord may not screen an occupant for financial responsibility.

1.95.037 Rental Agreement Regulations

A. Any rental agreement or renewal of a rental agreement in a residential unit entered into after the effective date of this section, shall be prohibited from:

1. Imposing penalties, whether designated as “additional rent” or fees, if a tenant terminates the tenancy pursuant to law and vacates before expiration of any minimum term for a month-to-month tenancy.

2. Requiring forfeiture of all or any part of a deposit if the tenant terminates the tenancy pursuant to law and vacates before expiration of any minimum term for a month-to-month tenancy; provided, that nothing in this Chapter 1.95 shall prevent a landlord from retaining all or a portion of a deposit as compensation for damage to the premises as provided by law and the rental agreement for failure to perform other obligations imposed by the rental agreement.

3. Requiring a tenant to pay rent electronically as outlined in RCW 59.18.063, as it currently exists or hereinafter amended.

4. Requiring a tenant to provide more than a 20-day notice to terminate tenancy, as outlined in RCW 59.18.230, as it currently exists or hereinafter amended.

5. Any illegal lease provisions as outlined in RCW 59.18.230, as it currently exists or hereinafter amended.

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

C. Any rental agreement or renewal of a rental agreement for a dwelling unit entered into after the effective date of this subsection, shall include the provisions outlined in this subsection:

1. Describe the number of occupants allowed to occupy the unit as outlined in TMC 2.01.060.V, as it currently exists or hereinafter amended.

2. Describe uninhabitable spaces such as attics, basements, and garages that have not been properly permitted for occupancy.

3. Include the name and a physical address of the landlord, in addition to any rental portals or online tools to pay rent, make request for repairs, and file complaints. If the landlord does not reside in the state of Washington, there shall also a person who resides in the county who is



authorized to act as an agent for the purposes of service and process, as outlined in RCW 59.18.060(15).

1 4. Include a provision stating that when late fees may be assessed after rent becomes due, the
2 tenant may propose that the date rent is due be altered to a different date of the month.
3 Additionally, the provision shall specify that, according to RCW 59.18.170(3), a landlord shall
4 agree to such a proposal if it is submitted in writing and the tenant can demonstrate that their
5 primary source of income is a regular, monthly source of governmental assistance that is not
6 received until after the date rent is due in the rental agreement.

7 D. Use of last month's rent. If a landlord collects last month's rent from the tenant, the landlord must
8 apply such rent to the last month of tenancy, when notice to terminate is provided by either party. It
9 cannot be used for anything other than rent.

10 **1.95.040 Deposit requirements and installment payments permitted.**

11 A. Installment payments, generally.

12 Upon a tenant's written request, tenants may pay security deposits, non-refundable move-in fees, and/or
13 last month's rent in installments as provided herein; except that the tenant cannot elect to pay the security
14 deposit and non-refundable move-in fees in installments if (1) the total amount of the security deposit and
15 nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's
16 dwelling unit; and (2) payment of last month's rent is not required at the inception of the tenancy.
17 Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a
18 tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All
19 installment schedules must be in writing, signed by both parties.

20 B. Fixed-term tenancies for ~~three~~-six months or longer.

21 For any rental agreement term that establishes a tenancy for ~~three~~-six months or longer, the tenant may
22 elect to pay the security deposit and ~~non-refundable move-in fees, and last month's rent, excluding any~~
23 ~~payment made by a tenant to the landlord prior to the inception of tenancy to reimburse the landlord for~~
24 ~~the cost of obtaining a tenant screening report, in~~ three-six consecutive, equal monthly installments that
25 begin at the inception of the tenancy.

26 C. Fixed-term tenancies from three to five months

For any rental agreement term that establishes a tenancy for three to five months, the tenant may elect to
pay the security deposit and ~~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.

D. ~~Month-to-month~~ tenancy 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 and ~~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. For a month to month tenancy, a tenant may pay the last month's rent in 6 consecutive
months, in equal monthly installments. The first payment is due at the inception of the tenancy.

~~E.~~ A tenant's failure to pay a security deposit, non-refundable move-in fees, and last month's rent
according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a
14-day notice pursuant to RCW 59.12.030(3).

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

~~G.~~ 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



1 to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes,
2 furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The
3 checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be
4 provided with a copy of the signed checklist or statement.

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

8 H.H. Nothing in this Chapter 1.95 prohibits a landlord from bringing an action against a tenant to recover
9 sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the
10 tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by chapter
11 59.18 RCW.

12 J. Pet deposits.

13 A landlord shall not charge a tenant more than 25 percent of one month's rent as a deposit for pets. Any
14 deposit not used to repair damage by the pet shall be returned to the tenant upon termination of tenancy.

15 * * *

16 **1.95.060 Notice to increase rent requirements.**

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

18 A. A landlord is required to provide at least 120 days' the minimum-written notice, as outlined in
19 Chapter 59.18.140 RCW, as it currently exists or is hereinafter amended, whenever the periodic or
20 monthly housing costs to be charged a tenant will increase by any amount charged the same tenant
21 for the same housing unit, except as provided by RCW 59.18.140(3)(b) as it exists or is hereinafter
22 amended.

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

25 C. Any notice of a rent increase shall be served in accordance with RCW 59.12.040, Service of notice—
26 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.

1 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.

2 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
3 online rent portal.

4 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.

5 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.

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

7 **1.95.070 Notice to vacate requirements.**

8 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.

9 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.

12 CB. Requirement for notice to tenant when tenant displaced.

13 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.

16 DE. Requirement for notice to tenant to terminate tenancy.

17 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.

18 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 (C)(7) below and as otherwise provided in this subsection.

19 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 (C)(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:

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

22 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.

24 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:

26 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;

1 b. The landlord has provided the tenant before the end of the specified period at least 60 days' advance
2 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

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

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

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

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

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

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

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

13 c. When a tenant received at least three days' notice to quit after committing waste, nuisance, illegal
14 activity, or other repeated and unreasonable interference of the use and enjoyment of the premises as
15 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.

16 d. When the owner or immediate family member wants to occupy the unit as their primary residence, as
17 outlined in RCW 59.18.650(2)(d), as it currently exists or is hereinafter amended, provided that there is a
18 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.

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

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

21 g. When the tenant continues in possession after the owner elects to withdraw the premises to pursue a
22 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.

23 h. When the dwelling unit has been condemned or deemed uninhabitable by code enforcement, as
24 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.

25 i. When the owner or lessor wants a roommate to vacate, as outlined in RCW 59.18.650(2)(i), as it
26 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.



1 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.

2 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.

3 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.

4 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.

5 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.

6 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.

7 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.

8 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.

9 **D**. Notice requirements, generally.

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

11 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.

12 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.

13 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.

14 **E**. Tenant meeting.

15 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.

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

17 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.

18 * * *



1.95.083 Economic Displacement Relocation Assistance

A. The following definitions for this section:

"Family household" means all occupants in the same housing rental dwelling unit who are members of the same family unit.

"Family unit" means all related persons, including: parents; spouses' parents; grandparents; spouses' grandparents; grandchildren; spouses' grandchildren; siblings; spouses' siblings; siblings' spouses and siblings' children; and those similarly related to individuals in city or state registered domestic partnerships.

"Household" means any family household or non-family household that occupies a rental dwelling unit. A combination of family households and non-family households may occupy a single housing rental dwelling unit.

"Household representative" means the household member designated by the household as the person representing the household in performing actions under this section, and who is the person legally entitled to obtain the payment authorized by this section. A household representative may represent only one household at a time.

"Non-family household" means: a person living alone; or occupants of a rental dwelling unit who are not members of a family household.

B. Criteria for economic displacement relocation assistance

1. A household representative is entitled to economic displacement relocation assistance if:

a. A tenant of the rental dwelling unit has received a notice(s) to increase rent 10 percent or more over a 12 month period;

b. The household representative complies with the deadlines or extensions in this section;

c. Between 30 days after a tenant in the household receives a required rent-increase notice or 60 days after the rent increase goes into effect, the household vacates the rental dwelling unit or a member of the household has given written notice to the landlord of the date the household intends to vacate the housing rental dwelling unit; and

d. The household is at or below 50 percent of the area median income.

1) No tenant shall be entitled to this economic displacement relocation assistance if the owner of the property rents 20 dwelling units or less in the city of Tacoma.

2. No tenant of "subsidized housing", as defined by RCW 59.18.030 as it exists as is or hereinafter amended, or in a deed restricted affordable housing unit shall be entitled to relocation assistance under this section. "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 AML. The term shall include, but not be limited to, HUD multifamily housing and Low Income Housing Tax Credit projects authorized by applicable law.

3. No tenant shall be entitled to this economic displacement relocation assistance if their new identified rental dwelling unit, as provided in subsection E below, is outside of the city limits of Tacoma.

C. Application for economic displacement relocation assistance



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1. Between 30 days-after a tenant in the household receives a required rent-increase notice or 60 days after the rent increase goes into effect, the household representative may apply to the Director of the City's Office of Equity and Human Rights ("Director") for economic displacement relocation assistance by submitting an application to the Director on a form approved by the Director. If the household representative fails to submit an application between 90 days after a tenant in the household receives the required rent-increase notice or 60 days after the rent increase goes into effect, the household representative is not entitled to economic displacement relocation assistance unless the household representative requests, and the Director approves the request for, an extension of time to submit the application. The extension request must explain why the household representative is unable to apply before the expiration of the applicable period. The Director shall approve the extension request if the Director receives it before the expiration of the applicable period and determines that the household representative has good cause for being unable to apply within the applicable period. The Director shall notify the household representative and the landlord in writing whether the extension has been approved or rejected. If the Director approves the extension, the household representative will have an additional 30 days after the expiration of the original applicable period in which to submit the application.

2. The application shall include:

- a. An affidavit identifying the date the household representative's household vacated the housing rental dwelling unit or a copy of the notice the household gave to the landlord identifying the date the household intends to vacate the rental dwelling unit;
- b. A copy of the current rental agreement or, if the tenancy is not subject to a written agreement or the household does not have a copy of it, proof of monthly rent for the 12 months prior to the effective date of the required rent-increase notice or for the household's tenancy in the rental dwelling unit, whichever period is shorter;
- c. Documentation establishing that the rent increase is for ten percent or more or, in combination with all other rent increases taking effect within 12 months prior to the effective date of that rent increase or the household's tenancy in the rental dwelling unit, whichever period is shorter, will result or resulted in a cumulative rent increase of ten percent or more; and
- d. The number of family and non-family households occupying the rental dwelling unit and the names of all members of each household; and
- e. For the household applying for assistance, the total combined annual income for the previous calendar year, and the total combined income for the current calendar year.

3. Within five days after receiving the application, the Director shall notify the landlord in writing that the household representative has submitted an application for economic displacement relocation assistance.

4. The Director may ask the household representative to provide information to complete an application for economic displacement relocation assistance. The household representative is not entitled to economic displacement relocation assistance if the household representative fails to provide the requested information within 30 days after receiving the Director's request, unless the household representative requests, and the Director approves the request for, an extension of time to provide the requested information. The extension request must explain why the household representative is unable to provide the information before the expiration of the 30-day period. The Director shall approve the extension request if the Director receives it before the expiration of the 30-day period and determines that the household representative has good cause for being unable to provide the requested information within the period. If the Director approves the extension request, the household representative will have an additional 30 days after the expiration of the original 30-day period in which to submit the requested information.



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5. Within ten days after the Director receives a complete application, the Director shall send by certified mail, return receipt requested and by first-class mail to the household representative and the landlord a notice stating whether the household representative is entitled to economic displacement relocation assistance and identifying the amount of any entitlement as calculated below.

6. If the household rescinds its notice of vacation or fails to vacate the rental dwelling unit by the date identified on the written notice of vacation at any time after the household representative submits an application to the Director and before the Director pays economic displacement relocation assistance to the household representative, the household representative must withdraw the application for economic displacement relocation assistance by providing written notice to the Director.

D. Calculation of economic displacement relocation assistance payment

The Director shall calculate the amount of economic displacement relocation assistance, if any, to which the household representative is entitled. To calculate that amount, the Director shall:

1. Determine the average monthly rent for the rental dwelling unit, based upon either: the average monthly rent for the 12 months prior to the effective date of that rent increase or for the household's tenancy in the rental dwelling unit, whichever period is shorter;
2. Identify the number of households that occupy the rental dwelling unit and divide the average monthly rent by the number of households, resulting in the average monthly rent per household; and
3. Multiply the average monthly rent per household by two.

E. Landlord's payment of economic displacement relocation assistance

1. The landlord shall pay half the amount of relocation assistance, if any, identified by the Director within ten days after the landlord receives notice from the Director that the eligible tenant has identified a new landlord. The landlord shall pay the relocation assistance directly to the tenant or the tenant's new landlord, and shall notify the Director to confirm completion of the payment.
2. The landlord may not reduce the amount of the assistance payment by any amount the landlord believes the tenant owes the landlord, such as a security deposit for damage to the property for which the tenant is responsible. Nothing in this section precludes the landlord from seeking such amounts from the tenant pursuant to other applicable law.
3. Payment by the landlord of economic displacement relocation assistance under this section does not constitute compliance with the tenant relocation assistance requirements in any other section of this Chapter.
4. Once considered eligible for relocation assistance, the tenant has 6 months to identify a new landlord rental dwelling unit in the city of Tacoma. If a tenant cannot identify new housing within 6 months of the Director's notice of eligibility or identifies new housing outside of the city of Tacoma, the tenant shall no longer be eligible for the approved assistance under this section.

F. City payment of economic displacement relocation assistance to the household representative

The Director shall pay half the amount of assistance, if any, identified in the Director's notice within 10 days after the Director is notified from the tenant that the tenant has identified a new rental dwelling unit. The Director shall pay the relocation assistance directly to the tenant's new landlord. Once the City expends its approved funding for this program, the City is no longer responsible for any economic displacement relocation assistance, unless additional funding is approved.

G. Refunds



1 If after the landlord has already paid economic displacement relocation assistance, the household fails to
 2 vacate the housing rental dwelling unit by the date identified on the written notice of vacation, rescinds its
 3 notice of vacation, or withdraws the application for economic displacement relocation assistance:

- 4 1. The tenant or new landlord, whomever the landlord has paid the relocation assistance, shall
 5 refund the amount paid by the landlord within ten days after the Director receives notice of the
 6 failure, rescission, or withdrawal; and
- 7 2. If the household representative's new landlord has received an economic displacement
 8 relocation assistance payment from the Director, the new landlord shall refund the payment to
 9 the Director within ten days after the failure, rescission, or withdrawal.

10 **H. Administrative appeals**

- 11 1. The landlord or a household representative may appeal the Director's decision approving or
 12 denying the application for an economic displacement relocation assistance payment, including
 13 the Director's calculation of the amount of any economic displacement relocation assistance
 14 payment.
- 15 2. A notice of appeal shall be filed with the Office of the Hearing Examiner ("Hearing Examiner")
 16 by 5 p.m. within ten days after receipt of the Director's decision, and by that same date, copies of
 17 the notice of appeal shall be placed in the mail, postage pre-paid, for service on the Director and
 18 any non-appellant landlord or household representative. Proof of service shall be filed with the
 19 Hearing Examiner.
- 20 3. A notice of appeal shall be in writing, specifically describe the alleged errors in the Director's
 21 decision, and describe the relief sought.
- 22 4. The Hearing Examiner shall hold a hearing on the appeal pursuant to procedures prescribed by
 23 the Hearing Examiner, subject to the procedures prescribed by Chapter 1.23. The Hearing
 24 Examiner shall provide notice of the hearing to all parties of record at least ten days prior to the
 25 scheduled hearing date.
- 26 5. The Hearing Examiner shall establish a record at the hearing. Appeals shall be considered de
 novo. The Hearing Examiner may affirm, reverse, remand, or modify the Director's decision.
6. The Hearing Examiner shall issue a decision within 60 days after the date of record closure. The
 decision shall be final and conclusive. On the day the decision is issued, a copy of the decision
 shall be mailed or emailed to all parties of record and all other persons requesting a copy of the
 decision.

1.95.085 Shared Housing Requirements:

19 **A. Findings.** Shared housing provides an affordable option for many kinds of people including students,
 20 older adults, singles, and workers who make low wages. Costs stay low because someone rents a
 21 private room but shares common areas such as a kitchen, bathroom, gathering spaces, and/or
 22 bathroom. The City recognizes that shared housing has become a more common way to secure
 23 housing but is also a tool to help prevent homelessness. The City has a responsibility to ensure that
 24 housing is equitable, crime-free, and healthy. This section strives to ensure housing security for
 25 current and future residents, healthy housing conditions, and reduce negative impacts on
 26 neighborhoods.

B. Shared housing regulations.

1. Any rental agreement under this section must be in writing and in compliance with TMC
 1.95.037.
2. Any landlord or master lease holder renting to four or more tenants in a dwelling unit must have
 separate rental agreements for each "habitable space." "Habitable space" is defined pursuant to
 TMC 2.01.040.W and "is space in a structure for living, sleeping, eating, or cooking. Bathrooms,
 toilet compartments, closets, halls, storage or utility space, and similar areas, are not considered
 habitable space."



3. Master lease holder shall provide contact information for their subtenants to the property owner, and must provide contact information of the property owner to their subtenants.

1 C. For any rental agreement with a master lease, landlord and the master lease holder must comply with the following:

- 2 1. Landlord and master lease holder must both be in compliance with subsection B.
- 3 2. Landlord and master lease holder must investigate any complaints from City of Tacoma, Tacoma Police Department, neighbors, and/or Neighborhood Councils, related to the rental property causing a nuisance, drug or gang activity, and terminate tenancy if appropriate.
- 4 3. Landlord must serve any notices outlined in TMC 1.95.070.C to master lease holder and provide enough copies for the maximum number of residents as allowed under TMC 2.01.060.V and W, and served in accordance with RCW 59.12.040 and TMC 1.95.030.C.
- 5 4. After being served notice under TMC 1.95.070.C, the master lease holder must serve copies to the subtenants in accordance with RCW 59.12.040 and TMC 1.95.030.C. If the master lease holder fails to provide a notice to terminate a subtenancy, the landlord shall still be entitled to pursue an unlawful detainer action against the subtenants if necessary, provided that any subtenants who will be evicted as a result of the unlawful detainer action will be entitled to reside at the premises for an additional thirty (30) days following the date the writ of restitution is issued, or as ordered by court.

9 **1.95.090 Compliance and enforcement.**

10 **A. Compliance.**

- 11 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.
- 12
- 13 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.
- 14
- 15 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 landlord shall not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant, unless the landlord can prove in court that just cause exists. Regardless of whether just cause for eviction may exist, a landlord may not evict a tenant if:
- 16 a) the landlord does not have a City annual business license as required by TMC 6B.20.010 and has not complied with the requirement of registering each dwelling unit with the City of Tacoma and certification that each dwelling unit complies with RCW 59.18.060, as it exists or as hereinafter amended, and does not present conditions that endanger or impair health and safety of tenants;
- 17 b) the landlord or master lease holder has failed to comply with subsection TMC 1.95.070.C as required and the reason for terminating the tenancy is that the tenancy ended at the expiration of a specified term or period, except as provided by TMC 1.95.085.C.4;-or
- 18 c) any violation of any notices required by TMC 1.95.070 exists. Lack of such notice shall provide the tenant with a defense to an unlawful detainer action.
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- 22 4. ~~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:
- 23 (1) Give notice to terminate a monthly or periodic tenancy 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
- 24 (2) Provide relocation assistance in a timely manner as provided in Sections 1.95.080 or 1.95.090.
- 25
- 26 ~~b.~~ 5. 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.



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

4 56. Joint and Several Responsibility and Liability.

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

8 B. Rebuttable Presumption.

9 1. If a landlord provides an authorized notice to vacate under TMC 1.95.070, and within 90 days after the
10 tenant vacates the dwelling unit, the landlord commences activity to demolish or substantially rehabilitate
11 or change the use of the dwelling unit, the City shall presume that the landlord intended to avoid the 120-
12 day notice to terminate requirement in TMC 1.95.070.B.

13 2. To overcome the presumption in subsection B.1, the landlord must demonstrate by a preponderance of
14 evidence that either the termination was due to proper cause or, in the case of substantial rehabilitation,
15 that the tenant left the dwelling uninhabitable such that substantial rehabilitation was necessary to rent the
16 dwelling.

17 C. Powers and duties of the Director.

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

21 2. The Director shall attempt to settle by agreement any alleged violation or failures to comply with the
22 provisions of this chapter; provided that nothing herein shall create a right or entitlement of a landlord to
23 settlement by agreement.

24 3. The Director is authorized to request records from landlord and the landlord shall allow the Director
25 access to such records, as well as a complete roster of tenants names and contact information, when
26 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), or Late Fees (TMC 1.95.065), 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), Economic Displacement Relocation Assistance (TMC 1.95.083), Retaliation prohibited (TMC 1.95.090.A.2), and illegal rental agreement provisions (TMC 1.95.090.A.4), Rental agreement regulations (TMC 1.95.037), Tenant Screening (TMC 1.95.035), Shared Housing (TMC 1.95.085), a landlord or master lease holder if appropriate, 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.



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