



SUBSTITUTE NO. 2
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 adding a ban on evictions
11 from December 1 to March 1.

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

25 WHEREAS, staff returned to CVS on July 28, 2022, and again on
26 October 27, 2022, to discuss the proposed changes, and after receiving
committee feedback, staff conducted additional City Council engagement to



1 explain the proposed changes and began developing the community engagement
2 plan, and

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

7 WHEREAS throughout May of 2023, City Council sponsors including Mayor
8 Woodards, Deputy Mayor Walker, and Council Members Hines and Ushka, met
9 with signature gatherers to better understand the community proposal, and
10 following these meetings, the sponsors worked with RHC staff to further develop
11 recommended protections that have been shared with the CVS committee on
12 May 25, 2023, and with the full City Council at its study session on June 13 and 20,
13 2023, and
14

15 WHEREAS the proposed changes were developed by City staff in
16 partnership with the RHC Stakeholder Advisory Group, who represent a diverse
17 set of community members, including tenant advocates, landlord representatives,
18 nonprofit housing providers, local government agencies, and relevant City offices,
19 and
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21 WHEREAS upon drafting the initial proposals, staff conducted a community
22 survey resulting in 1,270 responses from tenants, landlords, and property managers,
23 and hosted five community meetings with approximately 200 total attendees, to
24 discuss the proposed changes, and
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1 WHEREAS after completing the community outreach, several proposed
2 changes were amended after further consultation with the RHC Stakeholder
3 Advisory Group, City Council, and Tacoma 4 All organizers, and
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5 WHEREAS this legislation will strengthen protections for tenants, who
6 disproportionately represent lower-income levels in the City, and provide
7 additional guidance and standards to landlords and property managers, and
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9 WHEREAS by strengthening renter protections, the City will increase
10 housing stability for low-income Tacoma renters by alleviating displacement
11 pressures and reducing the number who are cost-burdened and improving the
12 quality of life as more residents are housed, and help to support a more robust
13 rental market that is competitive and safe for both renters and landlords,
14 making the City a more desirable market for people who may look to relocate to
15 the City over other jurisdictions, and
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17 WHEREAS including a defense against evictions between December 1 and
18 March 1 will prevent the most at-risk tenants from being displaced to the streets
19 during the months with the harshest weather and poorest living conditions; Now,
20

21 Therefore,

22 BE IT ORDAINED BY THE CITY OF TACOMA:

23 Section 1. That Chapter 1.95 of the Tacoma Municipal Code (“TMC”),
24 relating to the “Rental Housing Code,” is hereby amended, to read as set forth
25 in the attached Exhibit “A.”
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Section 2. 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.](#)
- [1.95.075 Defense related to certain evictions that would result in vacating between December 1 and March 1.](#)
- 1.95.070 Notice to vacate requirements.
- 1.95.080 Tenant relocation assistance.
- [1.95.085 Shared housing requirements.](#)
- 1.95.090 Compliance and enforcement.
- 1.95.100 Severability.

* * *

1.95.020 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
2 includes state registered domestic partner, spouse, parents, grandparents, children, including foster
children, siblings, and in-laws.

3 “Landlord” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means the owner,
4 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.

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

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

8 “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).

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

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

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

12 “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
13 do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal
costs, or other fees, including attorneys’ fees.

14 “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
15 provisions concerning the use and occupancy of a dwelling unit.

16 “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.

17 “Security deposit” does not include a fee.

18 “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.

19 “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
20 building, electrical, plumbing, or mechanical permit, and that results in the displacement of an existing
tenant.

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

23 “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.

24 **1.95.030 Distribution of information required.**

25 A. Distribution of resources by landlord.

26 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



1 [security deposits, non-refundable move-in fees and last month's rent in installments](#), ~~once created by the~~
 2 ~~City,~~ [and](#) with a City of Tacoma informational website address designated by the City for the purpose of
 3 providing information about the property and its landlord, which may include, but is not limited to, local
 4 code enforcement information relating to properties within City limits, findings or settlements related to
 5 housing discrimination against the landlord pursuant to TMC 1.29, Human Rights Commission, and a
 6 website address for the Washington Secretary of State for the purpose of providing information on how to
 7 register to vote or change their address, if the individual is already registered to vote.

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

11 B. Distribution of information packets by landlord.

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

16 [2. A landlord shall provide a form, created by the City, to the tenant to request to pay security deposits,
 17 non-refundable move-in fees and last month's rent in installments.](#)

18 ~~3~~2. A landlord shall provide a copy of the summaries prepared by the Director to any tenant or
 19 prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or
 20 renewal agreement.

21 ~~4~~3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries
 22 described herein, either before entering into the oral rental agreement or as soon as reasonably possible
 23 after entering into the oral rental agreement.

24 ~~5~~4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the
 25 City, distribute current copies of the summaries to existing tenants.

26 ~~6~~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.

~~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.

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

3. Criminal History.

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

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

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

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

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

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

- 21 1. A landlord may require the financially responsible applicant to demonstrate a monthly gross
22 income of up to three (3) times the amount of the monthly rent for the dwelling unit when
23 the monthly rent amount is below Fair Market Rents as published by the U.S. Department
24 of Housing and Urban Development (“HUD”).
- 25 2. A landlord may require a financially responsible applicant to demonstrate a monthly gross
26 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.



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

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

10 IH. Nothing in this Chapter 1.95 prohibits a landlord from bringing an action against a tenant to recover
 11 sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the
 12 tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by chapter
 13 59.18 RCW.

14 J. Pet deposits.

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

17 * * *

18 **1.95.060 Notice to increase rent requirements.**

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

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

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

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

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

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

1.95.065 Late Fees.

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



void. This section shall not apply to or limit decisions, orders, and rulings of courts of competent jurisdiction.

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

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

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

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

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

1.95.070 Notice to vacate requirements.

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

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

CB. 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.

DE. 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.

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.

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:

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

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

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

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



into successive rental agreements of six months or more for a specified period since the inception of the tenancy;

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
2 59.18.650(2)(j), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to
3 vacate.
- 4 k. When he or she does not comply with signing a new rental agreement, as outlined in RCW
5 59.18.650(2)(k), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice
6 to vacate.
- 7 l. When a tenant makes intentional, knowing, and material misrepresentations or omissions to their
8 application at the inception of the tenancy, as outlined in RCW 59.18.650(2)(l), as it currently exists or is
9 hereinafter amended, the landlord must serve a 30 day notice to vacate.
- 10 m. When the owner has an economic or business reason, as outlined in RCW 59.18.650(2)(m), as it
11 currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.
- 12 n. When a tenant has committed four or more substantial breaches of rental period or lease agreement
13 within the preceding 12-month period, as outlined in RCW 59.18.650(2)(n), as it currently exists or is
14 hereinafter amended, the landlord must serve a 60 day notice to vacate.
- 15 o. When a tenant does not comply with registering or disclosing the tenant is a sex offender at the time of
16 application, as outlined in RCW 59.18.650(2)(o), as it currently exists or is hereinafter amended, the
17 landlord must serve a 60 day notice to vacate.
- 18 p. When a tenant has made unwanted sexual advances or other acts of sexual harassment directed at the
19 property owner, property manager, property employee, or another tenant, as outlined in RCW
20 59.18.650(2)(p), as it currently exists or is hereinafter amended, the landlord must serve a 20-day notice
21 to vacate.
- 22 q. When a tenant does not comply with applying or signing a rental agreement after the original tenant
23 has vacated the unit, as outlined in RCW 59.18.650(3) as it currently exists or is hereinafter amended, the
24 landlord must serve the tenant with a 30 day notice to apply or vacate.
- 25 **ED**. Notice requirements, generally.
 - 1. Notices provided in this section shall comply with RCW 59.12.040, as it exists or as hereinafter
26 amended.
 - 2. For any notice provided under this subsection, the landlord shall require the tenant to vacate the
dwelling unit at the end of the month or period of tenancy.
 - 3. The notice shall list the name of the tenant and the dwelling unit number and stated reason for or
condition(s) justifying the termination of tenancy.
 - 4. Proof of any service under this section must be made by the affidavit or declaration of the person
providing the notice. When a copy of the notice is sent through the mail as provided in this section,
service shall be deemed complete when such copy is deposited in the United States mail.
- EE**. 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.
- EF**. The notices required herein do not apply when:
 - A landlord is required to repair the dwelling unit due to a violation of the Minimum Building and
Structures Code, TMC 2.01.050, and is found to be either derelict or unfit.



1.95.075 Defense related to certain evictions that would result in vacating between December 1 and March 1.

1 Except as provided in subsection D below, it is a defense to eviction if:

2 A. The eviction would result in the tenant having to vacate the housing unit at any time between
3 December 1 and March 1; and

4 B. The tenant household is a moderate-income household. "Moderate income household" means a
5 household whose income does not exceed Pierce County median income; and

6 C. The housing unit that the tenant would have to vacate is owned by a person who owns more than
7 twenty rental housing units in the City of Tacoma. For purposes of this subsection, "owns" includes
8 having an ownership interest in the housing units.

9 D. If the reason for termination of the tenancy is due to conditions described in subsections
10 1.95.070.C.7.d (owner intends to occupy), 1.95.070.C.7.e (owner intends to sell) provided that the tenant
11 was provided at least 90 days' written notice prior to the date set for vacating the unit, 1.95.070.C.7.h
12 (unit uninhabitable), 1.95.070.C.7.i (roommate to vacate), 1.95.C.7.o (fails to disclose sex offender
13 status), or due to occupancy limitations under Chapter 1 and 13 of the TMC, or if the reason for
14 termination is due to the tenant's failure to comply with a three-day or ten-day notice to vacate for a drug-
15 related activity nuisance pursuant to chapter 7.43 RCW or maintenance of an unlawful business or
16 conduct pursuant to RCW 59.12.030(5) or because the tenant's conduct has a substantial detrimental
17 impact on, or constitutes an imminent threat to, the health or safety of other tenants in the rental building
18 or the owner, the eviction may occur as otherwise allowed by law.

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, crimefree, 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
2. 1.95.037.

2. Any landlord or master lease holder renting to four or more tenants in a dwelling unit must have
3. separate rental agreements for each "habitable space." "Habitable space" is defined pursuant to
4. TMC 2.01.040.W and "is space in a structure for living, sleeping, eating, or cooking. Bathrooms,
5. toilet compartments, closets, halls, storage or utility space, and similar areas, are not considered
6. habitable space."

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

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

1. Landlord and master lease holder must both be in compliance with subsection B.

2. Landlord and master lease holder must investigate any complaints from City of Tacoma, Tacoma
3. Police Department, neighbors, and/or Neighborhood Councils, related to the rental property
4. causing a nuisance, drug or gang activity, and terminate tenancy if appropriate.

3. Landlord must serve any notices outlined in TMC 1.95.070.C to master lease holder and provide
4. enough copies for the maximum number of residents as allowed under TMC 2.01.060.V and W,
5. and served in accordance with RCW 59.12.040 and TMC 1.95.030.C.

4. After being served notice under TMC 1.95.070.C, the master lease holder must serve copies to
5. 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.

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 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:
 - 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;
 - 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
 - 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.

~~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:

- (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
- (2) Provide relocation assistance in a timely manner as provided in Sections 1.95.080 or 1.95.090.

~~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.

~~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.~~

~~5.6.~~ 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 an authorized notice to vacate under TMC 1.95.070, 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), [or Late Fees \(TMC 1.95.065\)](#), [Defense to Eviction \(TMC 1.95.075\)](#) 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), 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 (1) For each violation from the date the violation begins for the first ten days of noncompliance, \$250 per
2 day, per dwelling unit;

3 (2) For each violation for each day beyond ten days of noncompliance until compliance is achieved, \$500
4 per day, per dwelling unit.

5 3. If the tenants have already relocated, but a violation of the notices required pursuant to Section
6 1.95.070 can be demonstrated by the City by a preponderance of the evidence, then any person violating
7 any provision of this chapter shall be subject to a penalty in the amount of \$1,000 per dwelling unit for
8 which the violation occurred.

9 4. The Director may waive or reduce the penalty if the landlord comes into compliance within ten days of
10 the Notice of Violation or shows that its failure to comply was due to reasonable cause and not willful
11 neglect. If the Director finds a willful violation of this chapter, which resulted in a Notice of Violation
12 outlined above, the Director may issue a Penalty that shall be \$1,000.

13 5. Any civil penalties paid by the landlord shall be kept by the City.

14 F. Administrative Review by Director.

15 1. General.

16 A person to whom a Notice of Violation or penalty is assessed may request an administrative review of
17 the Notice of Violation or penalty.

18 2. How to request administrative review.

19 A person may request an administrative review of the Notice of Violation or penalty by filing a written
20 request with the Director within ten days from the date the Notice of Violation or penalty was issued. The
21 request shall state, in writing, the reasons the Director should review the Notice of Violation or penalty.
22 Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt
23 of the request for administrative review, the Director shall review the information provided. The City has
24 the burden to prove a violation exists by a preponderance of the evidence.

25 3. Decision of Director.

26 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.
