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Chapter 1.95
TENANT RIGHTS CODE

Sections:

1.95.010 — Definitions.

1.95.020 — Ninety-day tenant notice.

1.95.030 — Enforcement.

1.95.040 — Severability.

1.95.010 — Definitions.

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

“Change of use” means the conversion of any dwelling unit from a residential use to a nonresidential use that results in the displacement of existing tenants or conversion from residential use to another residential use that requires the displacement of existing tenants, such as a conversion to a retirement home, where payment for long-term care is a requirement of tenancy; conversion to an emergency shelter or transient hotel, or conversion to a short-term rental as defined in Tacoma Municipal Code 13.06.700.

“Demolition” means the destruction of any dwelling unit or the relocation of an existing dwelling unit or units to another site.

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

“Displacement” means, in the case of demolition, substantial rehabilitation, or change of use, that existing tenants must vacate the dwelling unit because of the demolition, substantial rehabilitation, or change of use. For purposes of this chapter, “displacement” shall not include the permanent relocation of a tenant from one dwelling unit to another dwelling unit in the same building with the tenant’s consent, or the temporary relocation of a tenant for less than 72 hours.

“Dwelling unit” means a structure or that 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.

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

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

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

“Substantial rehabilitation” means extensive structural repair or extensive remodeling that requires displacement of a tenant and either requires a building, electrical, plumbing, or mechanical permit for any tenant’s dwelling unit.

“Tenant” means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement and includes those persons who are considered to be tenants under the State Residential Landlord-Tenant Act, chapter 59.18 RCW and those tenants whose living arrangements are exempted from the State Residential Landlord-Tenant Act under RCW 59.18.040(3). For purposes of this chapter, “tenant” shall not include the owner of a dwelling unit or members of the owner’s immediate family.

1.95.020 — Ninety-day tenant notice.

A. Requirement of Notice. The owner shall deliver to each named tenant in each dwelling unit to be demolished, changed in use, substantially rehabilitated, or from which use restrictions are to be



removed, a 90 day notice of the owner's intention to demolish, substantially rehabilitate, or change the use of the dwelling unit. The 90 day notice shall state the reason for the termination. The 90 day period shall begin once the notice is delivered to the tenant. In addition, a copy of the notice shall be posted at every entrance to any building containing dwelling units to be demolished, changed in use, substantially rehabilitated, or from which use restrictions will be removed. The 90 day tenant notice shall be delivered to the tenants personally or by registered or certified mail, with return receipt requested. If personally delivered, an affidavit of service must be completed by the owner. The notice shall list the name of the tenant and the dwelling unit number.

B. At least ten days prior to the 90 day notice being delivered and with at least seven days' advance notice to each tenant, the owner shall hold a meeting with the tenants to discuss the upcoming termination.

C. The notice required herein does not apply when:

1. An owner terminates for nonpayment of rent or for other cause allowed by the State Residential Landlord Tenant Act, chapter 59.18 RCW; or

2. An owner is required to repair the dwelling unit due to a violation of the Minimum Building and Structures Code, Tacoma Municipal Code 2.01.050, and is either derelict or unfit.

1.95.030 — Enforcement.

A. 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 conciliate and settle by agreement, any alleged violation or failures to comply with the provisions of this chapter.

B. Charge filing.

1. A charge alleging a violation of this chapter shall be in writing, on a form or in a format determined by the Director and signed by or on behalf of a charging party, and shall describe the violation complained of and shall include a statement of the dates, places, and circumstances and the persons responsible for the alleged violation.

2. A charge alleging a violation of this chapter may also be filed by the Director, whenever the Director has reason to believe that any person has been engaged or is engaging in a violation of this chapter.

C. Notices of Violation and Civil Penalties.

1. If a violation of this chapter occurs, the Director shall issue a Notice of Violation. A Notice of Violation shall include:

i. The street address or a description of the building, structure, premises, or land, in terms reasonably sufficient to identify its location;

ii. A description of the violation and a reference to the provisions of the Tacoma Municipal Code which have been violated;

iii. A description of the action required to comply with the provisions of this chapter;

iv. A statement that the owner to whom a Notice of Violation is directed may request a hearing. Such notice must be in writing and must be received by the City Clerk, no later than ten calendar days after the Notice of Violation has been issued;

v. A statement that if the owner to whom the Notice of Violation is issued fails to comply with this chapter, penalties will accrue as provided in this chapter.



2. The Notice of Violation shall be delivered in writing to all parties by personal delivery or first-class mail.

3. Any person violating any provision of this chapter shall be subject to a cumulative civil penalty ("Penalty") in the amount of \$1,000 per day, per dwelling unit, for each day from the date the violation began until the requirements of this chapter are satisfied.

4. If the tenants have already relocated, but a violation of this chapter can be confirmed by the City by a preponderance of the evidence, then any person violating any provision of this chapter shall be subject to a cumulative Penalty in the amount of \$1,000 per day, per dwelling unit, for the difference between the number of days in the original notice, if provided, and 90 days. If no notice was provided, the person in violation shall be subject to a cumulative Penalty in the amount of \$1,000 per day, per dwelling unit, for 90 days.

5. The Director may waive or reduce the Penalty if the owner comes into compliance within three calendar days of the notice 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 results in a Notice of Violation, the Director may issue a Penalty that shall not be less than \$1,000.

6. Any tenant or person aggrieved by a violation of this chapter may institute a private action to enforce the obligations contained in this chapter, provided, that this subsection does not create any right of action against the City or any City officer or employee for the failure to act.

D. 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 calendar days from the date of the Notice of Violation or Penalty. 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 all parties by first-class mail.

E. Appeals to the Hearing Examiner of Director's Decision.

Appeal of the Director's decision shall be made within ten calendar 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. The Hearing Examiner shall notify all parties, by mail, of the time and place of hearing.

1.95.040 — Severability.

If any provision or section of this chapter shall be held to be void or unconstitutional, all other parts, provisions, and sections of this chapter not expressly so held to be void or unconstitutional shall continue in full force and effect.



Chapter 1.95

RENTAL HOUSING CODE

Sections:

1.95.010 Purpose and Intent.

1.95.020 Definitions.

1.95.030 Notice to vacate requirements.

1.95.040 Tenant relocation assistance for demolition, substantial rehabilitation, or upon the change of use of residential property.

1.95.050 Tenant relocation assistance for condemned or unlawful dwelling.

1.95.060 Notice to increase rent requirements.

1.95.070 Distribution of information required.

1.95.080 Retaliation prohibited.

1.95.090 Installment payments permitted.

1.95.100 Compliance and enforcement.

1.95.110 Severability.

1.95.010 Purpose and Intent.

The purpose of this chapter is to establish policies supporting the topic of increasing housing security in the deliberations and actions of City government, and to establish standards and enforcement mechanisms as they relate to rental housing.

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

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 that results in the displacement of existing tenants; or conversion from residential use to another residential use that requires the displacement of existing tenants, 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; or from which use restrictions will be removed; 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 in use.

"Days" means calendar days unless otherwise provided.

"Demolition" means the destruction of any dwelling unit or the relocation of an existing dwelling unit or units to another site.



1 "Director" means the Director of the City of Tacoma Neighborhood and Community Services
2 Department, or the Director's designee.

3 "Displacement" means the demolition, substantial rehabilitation, or change of use requiring existing
4 tenants to vacate the dwelling unit. For purposes of this chapter, "displacement" shall not include
5 the permanent relocation of a tenant from one dwelling unit to another dwelling unit with the
6 tenant's consent.

7 "Dwelling unit" means a structure or part of a structure used as a home, residence, or sleeping place
8 by one, two, or more persons maintaining a common household, including, but not limited to,
9 single-family residences and multiplexes, apartment buildings, and mobile homes.

10 "Housing costs" means the compensation or fees paid or charged, usually periodically, for the use
11 of any property, land, buildings, or equipment for residential purposes. For purposes of this chapter,
12 housing costs include the basic rent charge, but do not include utility charges that are based on
13 usage and that the tenant has agreed in the rental agreement to pay, unless the obligation to pay
14 those charges is itself a change in the terms of the rental agreement.

15 "Immediate family member" includes the spouse or domestic partner, dependent children, and other
16 dependent relatives.

17 "Landlord" means a landlord as defined in and within the scope of RCW 59.18.030 and
18 RCW 59.18.040 of the Residential Landlord-Tenant Act of 1973 ("RLTA") in effect at the time the
19 rental agreement is executed. As of the effective day of this ordinance, the RLTA defines
20 "landlord" as "the owner, lessor, or sublessor of the dwelling unit or the property of which it is a
21 part, and in addition means any person designated as representative of the owner, lessor, or
22 sublessor including, but not limited to, an agent, a resident manager, or a designated property
23 manager."

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

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

29 A. All or any part of the real title to property; or

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

31 "Rental agreement" means a rental agreement as defined in and within the scope of RCW 59.18.030
32 and RCW 59.18.040 of the state RLTA in effect at the time the rental agreement is executed. As of
33 the effective day of this ordinance, the state RLTA defines "rental agreement" as "all agreements
34 which establish or modify the terms, conditions, rules, regulations, or any other provisions
35 concerning the use and occupancy of a dwelling unit."

36 "Security deposit" means a refundable payment or deposit of money, however designated, the
37 primary function of which is to secure performance of a rental agreement or any part of a rental
38 agreement. "Security deposit" does not include a fee.

39 "Substantial rehabilitation" means extensive structural repair or extensive remodeling that requires
40 displacement of a tenant and requires a building, electrical, plumbing, or mechanical permit for any
41 tenant's dwelling unit.

42 "Tenant" means any person who is entitled to occupy a dwelling unit primarily for living or
43 dwelling purposes under a rental agreement and includes those persons who are considered to be
44 tenants under the state RLTA, chapter 59.18 RCW and those tenants whose living arrangements are
45 exempted from the state RLTA under RCW 59.18.040(3). For purposes of this chapter, "tenant"
46 shall not include the owner of a dwelling unit or members of the owner's immediate family.



1.95.030 Notice to vacate requirements.

1 A. Requirement for notice to tenant when property demolished or substantially rehabilitated or
2 changed in use. When premises are rented with monthly or other periodic term, such tenancy shall
3 be construed to be a tenancy from month to month, or from period to period, and when such
4 dwelling unit is to be demolished, changed in use, substantially rehabilitated, or upon the removal
5 of use restrictions in an assisted housing development, it shall be terminated only by written notice
6 of at least four months, preceding the end of any of the months or periods of tenancy, given by
7 landlord to the tenant; PROVIDED, That for any notice provided under this subsection, the landlord
8 shall also serve at the same time the Tenant Relocation Information Packet and further comply with
9 the Tenant Relocation Assistance requirements in TMC 1.95.040.

10 B. Requirement for notice to tenant for no cause termination. Unless provided otherwise under
11 federal or state law applicable to low-income or affordable housing programs, or under
12 subsection A above, when premises are rented with monthly or other periodic term, such tenancy
13 shall be construed to be a tenancy from month to month, or from period to period, and may be
14 terminated for no cause by written notice of at least 60 days preceding the end of any of the months
15 or periods of tenancy, given by landlord to the tenant. Notices that are exempt from this subsection
16 include, but are not limited to, three-day notice to pay or vacate, three-day notice for waste or
17 nuisance, or 10-day notice to comply with the terms of the rental agreement or vacate.

C. Notice requirements, generally.

18 1. The notice to tenant shall be served either (a) by delivering a copy personally to the person
19 entitled thereto; or (b) if the person is absent from the premises, by leaving there a copy, with some
20 person of suitable age and discretion, and sending a copy through the mail addressed to the person
21 entitled thereto at the person's place of residence; or (c) if the person to be notified is a tenant and
22 the person's place of residence is not known, or if a person of suitable age and discretion there
23 cannot be found, then by affixing a copy of the notice in a conspicuous place on the premises and
24 also delivering a copy to a person there residing, if such a person can be found, and also sending a
25 copy through the mail addressed to the tenant at the rented dwelling unit. Service upon a subtenant
26 may be made in the same manner.

2. The notice shall list the name of the tenant and the dwelling unit number.

3. A landlord shall comply with all reasonable accommodation requests related to a disability
received from a tenant related to providing notices.

4. Proof of any service under this section must be made by the affidavit of the person making the
same in like manner and with like effect as the proof of service of summons in civil actions. 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.

D. Tenant meeting. A tenant who receives a four-month notice 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 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.

E. The notice required herein does not apply when:

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

2. An 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.



1.95.040 Tenant relocation assistance for demolition, substantial rehabilitation, or upon the change of use of residential property.

A. When tenant relocation assistance applies. This subsection shall apply when a four-month notice is required under TMC 1.95.030.A, except as expressly authorized or required by state or federal law and with the exception of displacement of tenants from the following:

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

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

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

4. Any dwelling unit located inside the boundaries of a major educational institution which is owned by the institution and which is occupied by students, faculty, or staff of the institution;

5. Any dwelling unit for which relocation assistance is required to be paid to the tenants pursuant to another state, federal, or local law; and

6. Any dwelling unit functioning as emergency or temporary shelter for homeless persons (whether or not such persons have assigned rooms or beds, and regardless of duration of stay for any occupant) operated by a nonprofit organization or public agency owning, leasing, or managing such dwelling unit.

B. Tenant Relocation Information Packet. When a landlord intends to demolish, substantially rehabilitate, change the use of residential property, or remove use restrictions in an assisted-housing development and prior to the landlord providing the required four-month notice outlined in TMC 1.95.030.A, the landlord shall obtain from the Director one Tenant Relocation Information Packet for each dwelling unit for which demolition, change of use, substantial rehabilitation, or removal of use restrictions is to occur. The Tenant Relocation Information Packet shall contain the following:

1. A Relocation Assistance Certification Form with instructions for its submission to the Director; and

2. A description of the relocation benefits potentially available to eligible tenants.

C. Delivery of Tenant Relocation Information Packet. When a landlord serves the four-month notice required under TMC 1.95.030.A and C, the landlord shall also serve, in the same manner as the four-month notice, a Tenant Relocation Information Packet to each dwelling unit to be demolished, changed in use, substantially rehabilitated, or from which use restrictions are to be removed.

D. After the landlord delivers the Tenant Relocation Information Packet to tenants as provided herein, the landlord shall provide the City with a list of names of the legal tenants and number of dwelling units for the property at issue.

E. Tenant income verification.

1. Within 20 days after the date of delivery of the Tenant Relocation Information Packet, each tenant of a dwelling unit to be demolished, changed in use, substantially rehabilitated, or from which use restrictions are to be removed may apply for relocation assistance and must submit to the Director a signed and completed Relocation Assistance Certification Form certifying the names and addresses of all occupants of the dwelling unit, the total combined annual income of the occupants of the dwelling unit for the previous calendar year, and the total combined income of all of the adult occupants for the current calendar year. A tenant who, with good cause, is unable to return the certification form within 20 days may, within 20 days after the date of



1 delivery of the Tenant Relocation Information Packet, submit to the Director a written request for
2 an extension of time which details the facts supporting the claim of "good cause." If the request is
3 submitted within the 20-day period and the facts constitute good cause in accordance with the
4 rules adopted pursuant to this chapter, the deadline for submission of the Relocation Assistance
5 Certification Form shall be extended by another 20 days. The Director shall review the request
6 and notify the tenant and landlord if an extension has been granted within ten business days.

7 2. Any tenant who fails or declines the opportunity to submit the Relocation Assistance
8 Certification Form, or who refuses to provide information regarding income within 20 days of
9 receipt of the information packet or any extension thereof, or who is found to have intentionally
10 misrepresented any material information regarding income or entitlement to relocation benefits
11 shall not be entitled to relocation assistance under this chapter.

12 If information submitted by a tenant on a Relocation Assistance Certification Form is incomplete
13 or appears to be inaccurate, the Director may require the tenant to submit additional information
14 to establish eligibility for relocation assistance. If the tenant fails or refuses to respond within
15 20 days to the request for additional information, such tenant shall not be eligible for relocation
16 assistance.

17 F. Tenant eligibility for relocation assistance. Low-income tenants may be eligible for relocation
18 assistance if the tenant resides in a dwelling unit to be demolished, substantially rehabilitated,
19 changed in use, or from which use restrictions will be removed on the date the Tenant Relocation
20 Assistance Packet was delivered to the dwelling unit in which they reside. As used in this section,
21 "low-income tenants" means tenants whose combined total income per dwelling unit is at or
22 below 50 percent of the median income, adjusted for family size, in the county where the tenants
23 reside.

24 G. Relocation assistance verification. Within 14 days of the Director's receipt of the signed
25 Relocation Assistance Certification Forms from all tenants, or within 14 days of the expiration of
26 the tenants' 20-day period for submitting signed Relocation Assistance Certification Forms to the
27 Director, whichever occurs first, the Director shall send to each tenant household who submitted
28 a signed certification form and to the landlord, by both regular United States mail and certified
29 mail, return receipt requested, a notice stating whether the tenant household's certification form
30 indicates eligibility for relocation assistance.

31 H. Appeal.

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

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

45 a. In violation of constitutional provisions;

46 b. In excess of the authority or jurisdiction of the administrative hearing officer;

c. Made upon unlawful procedure or otherwise is contrary to law; or



d. Arbitrary and capricious.

I. Owner's contribution to relocation assistance.

1 1. The owner of a dwelling unit to be demolished, changed in use, substantially rehabilitated, or
2 from which use restrictions will be removed is responsible for payment of one-half of the total
3 amount of relocation assistance due to eligible tenants pursuant to this chapter. The City is
4 responsible for payment of the remaining one-half of the relocation assistance.

5 2. Within five days after receipt by the owner of the notice of tenant eligibility, the owner shall
6 provide the City with a cash deposit equal to one-half of the amount of total relocation assistance
7 to be paid to eligible tenants in the dwelling units to be demolished, changed in use, substantially
8 rehabilitated, or from which use restrictions will be removed. The total relocation assistance shall
9 be calculated based on the number of units occupied by tenant households who are determined by
10 the Director to be eligible for relocation assistance, as modified by any decisions by the Hearing
11 Examiner or a court concerning eligibility for relocation assistance at the time payment of the
12 owner's share of relocation assistance is due.

J. Relocation assistance payments.

13 1. Low-income tenants who are displaced as provided herein and who comply with the
14 requirements of this chapter shall be paid a total relocation assistance payment in the amount of
15 \$2,000 to be paid by the City for each dwelling unit, subject to appropriation of sufficient funds
16 for such purpose by the City. The amount of relocation assistance shall be adjusted annually by
17 the percentage amount of change in the housing component of the Consumer Price Index, as
18 published by the United States Department of Labor, Bureau of Labor Statistics.

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

23 3. An eligible tenant may obtain the relocation assistance payment by completing a request for
24 relocation assistance and an affidavit of the date of vacating the unit, and submitting the originals
25 to the Director. Within 21 days after submission to the Director, a check will be issued to the
26 tenant. The relocation assistance payment shall be in addition to the refund from the owner of any
27 deposits or other sums to which the tenant is lawfully entitled.

28 4. If a tenant has not claimed the relocation assistance payment within 180 days after vacating the
29 dwelling unit, the owner's share of the relocation assistance for that tenant shall be refunded to
30 the owner.

1.95.050 Tenant relocation assistance for condemned or unlawful dwelling.

31 A. If the City notifies the landlord that a dwelling will be condemned or will be unlawful to occupy
32 due to the existence of conditions that violate TMC 2.01, the Minimum Building and Structures
33 Code, a landlord who knew or should have known of the existence of these conditions shall be
34 required to pay relocation assistance to the displaced tenants except that:

35 1. A landlord shall not be required to pay relocation assistance to any displaced tenant in a case in
36 which the condemnation or no occupancy order affects one or more dwelling units and directly
37 results from conditions caused by a tenant's or any third party's illegal conduct without the
38 landlord's prior knowledge;

39 2. A landlord shall not be required to pay relocation assistance to any displaced tenant in a case in
40 which the condemnation or no occupancy order affects one or more dwelling units and results from
41 conditions arising from a natural disaster such as, but not exclusively, an earthquake, tsunami,
42 windstorm, or hurricane; and



1 3. A landlord shall not be required to pay relocation assistance to any displaced tenant in a case in
2 which a condemnation affects one or more dwelling units and the tenant's displacement is a direct
3 result of the acquisition of the property by eminent domain.

4 B. Relocation assistance provided to displaced tenants under this subsection shall be the greater
5 amount of \$2,000 per dwelling unit or three times the monthly rent. In addition to relocation
6 assistance, the landlord shall be required to pay to the displaced tenants the entire amount of any
7 deposit prepaid by the tenant and all prepaid rent.

8 C. The landlord shall pay relocation assistance and any prepaid deposit and prepaid rent to
9 displaced tenants within seven days of the City sending the notice of violation under TMC 2.01,
10 the Minimum Building and Structures Code, to the landlord. The landlord shall pay relocation
11 assistance and any prepaid deposit and prepaid rent either by making individual payments by
12 certified check to displaced tenants or by providing a certified check to the City, for distribution to
13 the displaced tenants. If the landlord fails to complete payment of relocation assistance within the
14 period required under this subsection, the City may advance the cost of the relocation assistance
15 payments to the displaced tenants.

16 D. During the period from the date that the City first notifies the landlord of conditions that violate
17 applicable codes, to the time that relocation assistance payments are paid to eligible tenants, or the
18 conditions leading to the notification are corrected, the landlord may not:

19 1. Evict, harass, or intimidate tenants into vacating their units for the purpose of avoiding or
20 diminishing application of this section;

21 2. Reduce services to any tenant; or

22 3. Materially increase or change the obligations of any tenant, including, but not limited to, any rent
23 increase.

24 E. Displaced tenants shall be entitled to recover any relocation assistance, prepaid deposits, and
25 prepaid rent required by B of this subsection.

26 F. If, after 60 days from the date that the City first advanced relocation assistance funds to the
displaced tenants, a landlord has failed to repay the amount of relocation assistance advanced by the
City under C of this subsection, then the City shall assess civil penalties in the amount of \$50 per
day for each tenant to whom the City has advanced a relocation assistance payment.

G. In addition to the penalties set forth in F of this subsection, interest will accrue on the amount of
relocation assistance paid by the City for which the property owner has not reimbursed the City.
The rate of interest shall be the maximum legal rate of interest permitted under RCW 19.52.020,
commencing 30 days after the date that the City first advanced relocation assistance funds to the
displaced tenants.

H. A person whose living arrangements are exempted from this chapter under RCW 59.18.040(3)
and who has resided in or occupied one or more dwelling units within a hotel, motel, or other place
of transient lodging for 30 or more consecutive days with the knowledge and consent of the owner
of the hotel, motel, or other place of transient lodging, or any manager, clerk, or other agent
representing the owner, is deemed to be a tenant for the purposes of this section and is entitled to
receive relocation assistance as provided herein, except that all relocation assistance and other
payments shall be made directly to the displaced tenants.

I An interruption in occupancy primarily intended to avoid the application of this section does not
affect the application of this section.

1.95.060 Notice to increase rent requirements.

A. Any rental agreement entered into or renewed for a residential rental unit shall include, or shall
be deemed to include, a provision requiring a minimum of 60 days' prior written notice whenever



1 the periodic or monthly housing costs to be charged a tenant is to increase by 10 percent or more
2 over the periodic or monthly rental rate charged the same tenant for the same housing unit for any
3 period or month during the preceding 12-month period.

4 B. A landlord shall comply with all reasonable accommodation requests related to a disability
5 received from a tenant related to providing notices.

6 **1.95.070 Distribution of information required.**

7 A. Distribution of resources by landlord required.

8 1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the
9 prospective tenant with the written rental criteria and with a City of Tacoma informational website
10 address, which will include local code enforcement information relating to properties within City
11 limits.

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

15 B. Distribution of tenant rights and responsibilities by landlord required.

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

21 2. A copy of the summaries prepared by the Director shall be provided to any tenant or prospective
22 tenant by or on behalf of a landlord when such rental agreement is offered, whether or not such
23 agreement is for a new or renewal rental agreement.

24 3. Where there is an oral agreement, the landlord shall give the tenant copies of the summaries
25 described herein, either before entering into the oral agreement or as soon as reasonably possible
26 after entering into the oral agreement.

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

5. After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants
with annual updated summaries by the City, and may do so in electronic form unless a tenant
otherwise requests written summaries.

6. The packet prepared by the Director includes informational documents only, and nothing in the
summaries therein shall be construed as binding on or affecting any judicial determination of the
rights and responsibilities of landlords and tenants, nor is the Director liable for any misstatement
or misinterpretation of the applicable laws.

1.95.080 Retaliation prohibited.

A. As long as a tenant is in compliance with the state RLTA (RCW 59.18), the landlord shall not
take or threaten to take reprisals or retaliatory action against the tenant because of any good faith
and lawful:

1. Complaints or reports by the tenant to a governmental authority concerning the failure of the
landlord to substantially comply with any code, statute, ordinance, or regulation governing the
maintenance or operation of the premises, if such condition may endanger or impair the health or
safety of the tenant; or

2. Assertions or enforcement by the tenant of the tenant's rights and remedies under this chapter; or

3. Tenants' actions in the right to organize.



1 B. For purposes of this section, “reprisal or retaliatory action” shall mean and include, but not be
2 limited to, any of the following actions or threats of the following actions by the landlord when
3 such actions or threats are intended primarily to retaliate against a tenant because of the tenant’s
4 good faith and lawful act:

1. Eviction of the tenant;
2. Increasing the rent required of the tenant;
3. Reduction of services to the tenant; and
4. Increasing the obligations of the tenant.

5 C. Initiation by the landlord of any “reprisal or retaliatory action” within 90 days after a good faith
6 and lawful act by the tenant as enumerated herein shall create a rebuttable presumption affecting the
7 burden of proof, that the action is a reprisal or retaliatory action against the tenant; PROVIDED,
8 That if, at the time the landlord gives notice of termination of tenancy pursuant to this chapter, the
9 tenant is in arrears in rent or in breach of any other lease or rental obligation, there is a rebuttable
10 presumption affecting the burden of proof that the landlord’s action is neither a reprisal nor
11 retaliatory action against the tenant; PROVIDED FURTHER, That no presumption against the
12 landlord shall arise under this section, with respect to an increase in rent, if the landlord, in a notice
13 to the tenant of increase in rent, specifies reasonable grounds for said increase, which grounds may
14 include a substantial increase in market value due to remedial action under the state RLTA
15 (RCW 59.18); PROVIDED FURTHER, That the presumption of retaliation, with respect to an
16 eviction, may be rebutted by evidence that it is not practical to make necessary repairs while the
17 tenant remains in occupancy.

12 **1.95.090 Installment payments permitted.**

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

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

C. Month-to-month tenancy. For any rental agreement term that establishes a tenancy from
month-to-month, the tenant may elect to pay the security deposit, non-refundable move-in fees,
and last month’s rent, excluding any payment made by a tenant to the landlord prior to the
inception of tenancy to reimburse the landlord for the cost of obtaining a tenant screening report,
in two equal installments. The first payment is due at the inception of the tenancy, and the second
payment is due on the first day of the second month or period of the tenancy.

D. Nothing in this section prevents the parties from agreeing in writing to a different installment
payment schedule.



1 E. A tenant's failure to pay a security deposit, non-refundable move-in fees, and last month's rent
2 according to an agreed payment schedule is a breach of the rental agreement and subjects the
3 tenant to a ten day notice pursuant to RCW 59.12.030(4), and shall mean that the entire amount
4 of any outstanding payments shall become due when the next rent payment is due, unless
5 otherwise agreed to in writing by the landlord and tenant.

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

9 **1.95.100 Compliance and enforcement.**

10 **A. Compliance.**

11 1. Any provisions in a rental agreement in violation of this chapter are null and void and of no
12 lawful force and effect.

13 2. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), owners may not evict
14 residential tenants without a court order, which can be issued by a court only after the tenant has
15 an opportunity in a show cause hearing to contest the eviction (RCW 59.18.380).

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

18 (1) Give a four-month or 60-day "no cause" notice to a monthly or periodic tenant as provided in
19 Section 1.95.030, with service conforming with RCW 59.12.040, prior to the end of such month or
20 period, unless a different for cause notice period is specifically authorized by law; or

21 (2) Provide relocation assistance in a timely manner as provided in Section 1.95.040.

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

24 **B. Powers and duties of the Director.**

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

28 2. The Director shall attempt to conciliate and settle by agreement any alleged violation or failures
29 to comply with the provisions of this chapter.

30 **C. Notice of Violation.**

31 1. If a violation of this chapter occurs, the Director shall issue a Notice of Violation. A Notice of
32 Violation shall include:

33 a. The street address or a description of the building, structure, premises, or land in terms
34 reasonably sufficient to identify its location;

35 b. A description of the violation and a reference to the provisions of the TMC which have been
36 violated;

37 c. A description of the action required to comply with the provisions of this chapter;

38 d. A statement that the landlord or owner to whom a Notice of Violation is directed may request a
39 hearing. Such notice must be submitted in writing and must be received by the City Clerk no later
40 than ten calendar days after the Notice of Violation has been issued;

41 e. A statement that if the landlord or owner to whom the Notice of Violation is issued fails to
42 comply with this chapter, penalties will accrue as provided in this chapter;

43 f. An Advisory Letter to provide the Landlord with a timeline of the process and an invitation to
44 conciliate.



2. The Notice of Violation shall be delivered in writing to all parties by personal delivery or first-class mail.

D. Civil Penalties.

1. Any person violating any provision of this chapter for the first time shall be subject to a cumulative civil penalty ("Penalty") in the amount of \$500 per day, per dwelling unit, for each day from the date the violation began until the requirements of this chapter are satisfied.

2. Any person violating any provision of this chapter for a second or subsequent time shall be subject to a cumulative Penalty in the amount of \$750 per day, per dwelling unit, for each day from the date the violation began until the requirements of this chapter are satisfied.

3. If the tenants have already relocated, but a violation of the notices required pursuant to Section 1.95.040 can be confirmed by the City by a preponderance of the evidence, then any person violating any provision of this chapter shall be subject to a cumulative Penalty in the amount of \$1,000 per day, per dwelling unit, for the difference between the number of days in the required original notice, if provided, and either 60 days or four months, as applicable. If no notice was provided, the person in violation shall be subject to a cumulative Penalty in the amount of \$1,000 per day, per dwelling unit, for the required 60 days or four months, as applicable.

4. The Director shall waive or reduce the Penalty if the landlord or owner comes into compliance within three days of the notice 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 results in a Notice of Violation, the Director may issue a Penalty that shall not be less than \$1,000.

5. Any tenant or person aggrieved by a violation of this chapter may institute a private action to enforce the obligations contained in this chapter, provided, that this subsection does not create any right of action against the City or any City officer or employee for the failure to act.

E. 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 of the Notice of Violation or Penalty. 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 all parties by first-class mail.

F. 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. The Hearing Examiner shall notify all parties by mail of the time and place of hearing.

1.95.110 Severability. If any provision or section of this chapter shall be held to be void or unconstitutional, all other parts, provisions, and sections of this chapter not expressly so held to be void or unconstitutional shall continue in full force and effect.