



ORDINANCE NO. 28559

1 AN ORDINANCE relating to rental housing; amending Title 1 of the Tacoma
 2 Municipal Code, Administration and Personnel, by the addition thereto of a
 3 new Chapter 1.95, to be known and designated as the “Rental Housing
 4 Code,” to increase the number of days a landlord must give a tenant before
 5 terminating a tenancy; require additional notification for increased rent in
 6 certain circumstances; require landlords to pay tenant relocation assistance
 7 in certain circumstances; and require landlords to provide tenants with
 8 information relevant to the rental agreements, landlords, and rental
 9 properties; amending TMC 1.23.050 to update the name of Chapter 1.95
 10 therein; and declaring an effective date of February 1, 2019.

11 WHEREAS, in April 2018, Chapter 1.95 of the Tacoma Municipal
 12 Code (“TMC”), Tenant Rights Code, was enacted, which required a 90-day notice
 13 period in the event of demolition, substantial rehabilitation, or conversion to another
 14 use of a rental property, and

15 WHEREAS the current Tenant Rights Code, which offers limited protection
 16 to tenants, is set to expire on January 31, 2019, and

17 WHEREAS the Tacoma rental market is changing and the current state law
 18 does not adequately support this change; as a result, the City has a need for more
 19 proactive approaches to prevent increases in the homeless population, and

20 WHEREAS, since the Tenant Rights Code was enacted, City staff has
 21 researched a range of tenant protections in other local jurisdictions and tenant
 22 relocation assistance provisions authorized by state law, and

23 WHEREAS a new, comprehensive Rental Housing Code will offer better
 24 protections for tenants and provide specific guidance to landlords, and

25 WHEREAS the Rental Housing Code was developed by using data from the
 26 City’s Landlord-Tenant Program, feedback received from Citizens Forums and City



1 Council meetings, and a stakeholder group consisting of tenants, landlords, and
2 legal representatives of both landlords and tenants, and

3 WHEREAS the proposed revised Rental Housing Code includes a 120-day
4 notice to vacate and relocation assistance for low-income tenants, authorized by
5 RCW 59.18.440, when a landlord intends to change the use, substantially
6 rehabilitate, or demolish a dwelling unit; a 60-day notice to vacate for no-cause
7 eviction; codifies relocation assistance when the City declares building
8 uninhabitable, as authorized by RCW 59.18.085; a 60-day notice requirement for an
9 increase in rent; a requirement that landlords distribute certain information; prohibits
10 retaliation; allows installment payments for various deposits and fees; and provides
11 authority to enforce violations, and

12
13 WHEREAS, on October 2, 2018, the City held a public hearing to receive
14 public testimony on the relocation expenses displaced tenants would reasonably
15 incur in the City, and

16
17 WHEREAS the public testimony and research by the City regarding the costs
18 of relocating support a tenant relocation assistance program for low-income tenants
19 in certain situations, and

20
21 WHEREAS the average move-in and relocation costs in the City of Tacoma
22 are \$2,542 for a studio apartment and \$2,866 for a one bedroom apartment, which
23 includes first and last months' rent, security deposit, utility deposit and truck rental,
24 and

25
26 WHEREAS, since the existing Tenant Rights Code is set to expire on
January 31, 2019, staff is recommending that the proposed revised Rental Housing



Code become effective February 1, 2019; a delayed effective date will also allow
1 adequate time for outreach and training to City of Tacoma housing providers,
2 tenants and community partners, and

3 WHEREAS staff recommends using existing staff from the City's
4 Employment Standards program, along with the Landlord Tenant Coordinator, to
5 support this program, and
6

7 WHEREAS the proposed 2019-2020 Biennial Budget includes \$200,000 for
8 relocation assistance support, and
9

10 WHEREAS the Employment Standards program is budgeted through 2019,
11 and staff is recommending that this program be evaluated for continued funding
12 during the mid-biennium budget adjustment, and

13 WHEREAS, additionally, the Hearing Examiner, pursuant to TMC 1.23, is
14 authorized to hear Tenant Rights Code; in order for the Hearing Examiner to be
15 able to consider appeals under the new Rental Housing Code, it is necessary to
16 amend TMC 1.23.050 to correct the name of TMC 1.95 therein; Now, Therefore,
17

18 BE IT ORDAINED BY THE CITY OF TACOMA:

19 Section 1. That Title 1 of the Tacoma Municipal Code, Administration and
20 Personnel, is hereby amended by the addition thereto of a new Chapter 1.95, to be
21 known and designated as the "Rental Housing Code," effective February 1, 2019,
22 as set forth in the attached Exhibit "A." The effective date of TMC 1.95.060, "Notice
23 to increase rent requirements," shall become effective ten days after publication of
24
25
26



the ordinance, provided no penalties shall be imposed for any violation of this section prior to February 1, 2019.

Section 2. That Chapter 1.23 of the Tacoma Municipal Code is hereby amended, effective February 1, 2019, as set forth in the attached Exhibit "B."

Section 3. That the City Manager shall direct City staff to develop meaningful baselines and reporting, and provide periodic reviews to the City Council Community Vitality and Safety Committee, or the full City Council, and to stakeholders regarding the impact of the Rental Housing Code, so that changes can be made to protect both the rental market or tenants' rights, if so warranted.

Passed _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26



EXHIBIT “A”

**TITLE 1
ADMINISTRATION AND PERSONNEL**

Chapters:

* * *

Chapter 1.90 Local Employment and Apprenticeship Training Program

Chapter 1.95 Rental Housing Code

* * *

Chapter 1.95
RENTAL HOUSING CODE

Sections:

1.95.010 Purpose and Intent.

1.95.020 Definitions.

1.95.030 Distribution of information required.

1.95.040 Deposit requirements and installment payments permitted.

1.95.050 Notice requirement generally—reasonable accommodation request.

1.95.060 Notice to increase rent requirements.

1.95.070 Notice to vacate requirements.

1.95.080 Tenant relocation assistance

1.95.090 Compliance and enforcement.

1.95.100 Severability.

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

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

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



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

6 “Days” means calendar days unless otherwise provided.

7 “Demolition” means the destruction of any dwelling unit. Any “demolition” as provided herein
8 requires displacement of a tenant.

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

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

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

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

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

24 “Landlord” means a landlord as defined in and within the scope of RCW 59.18.030 and
25 RCW 59.18.040 of the Residential Landlord-Tenant Act of 1973 (“RLTA”) in effect at the time the
26 rental agreement is executed. As of the effective day of this ordinance, the RLTA defines
27 “landlord” as “the owner, lessor, or sublessor of the dwelling unit or the property of which it is a
28 part, and in addition means any person designated as representative of the owner, lessor, or
29 sublessor including, but not limited to, an agent, a resident manager, or a designated property
30 manager.”

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

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

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

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

38 “Rental agreement” means a rental agreement as defined in and within the scope of RCW 59.18.030
39 and RCW 59.18.040 of the state RLTA in effect at the time the rental agreement is executed. As of
40 the effective day of this ordinance, the state RLTA defines “rental agreement” as “all agreements
41 which establish or modify the terms, conditions, rules, regulations, or any other provisions
42 concerning the use and occupancy of a dwelling unit.”

43 “Security deposit” means a refundable payment or deposit of money, however designated, the
44 primary function of which is to secure performance of a rental agreement or any part of a rental
45 agreement. “Security deposit” does not include a fee.



1 “Substantial rehabilitation” means extensive structural repair or extensive remodeling and requires
2 a building, electrical, plumbing, or mechanical permit for the tenant’s dwelling unit at issue. Any
3 “substantial rehabilitation” as provided herein requires displacement of a tenant.

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

9 **1.95.030 Distribution of information required.**

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

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

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

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

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

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

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

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

5. The initial distribution of information to tenants must be in written form and landlords shall
obtain the tenant’s signature documenting tenant’s receipt of such information. If a tenant refuses to
provide a signature documenting the tenant’s receipt of the information, the landlord may draft a
declaration stating when and where the landlord provided tenant with the required information.
After the initial distribution of the summaries to tenants, a landlord shall provide existing tenants
with updated summaries by the City, and may do so in electronic form unless a tenant otherwise
requests written summaries.

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



1 C. Notice of resources. A landlord is required to provide a copy of a resource summary, prepared
2 by the City, to any tenant when the landlord provides a notice to a tenant under RCW 59.12.030.

3 **1.95.040 Deposit requirements and installment payments permitted.**

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

13 B. Fixed-term tenancies for three months or longer. For any rental agreement term that
14 establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit,
15 non-refundable move-in fees, and last month's rent, excluding any payment made by a tenant to
16 the landlord prior to the inception of tenancy to reimburse the landlord for the cost of obtaining a
17 tenant screening report, in three consecutive, equal monthly installments that begin at the
18 inception of the tenancy.

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

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

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

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

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

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



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

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

1.95.060 Notice to increase rent requirements. A landlord is required to provide a minimum of 60 days’ prior written notice whenever the periodic or monthly housing costs to be charged a tenant will increase by any amount over the periodic or monthly rental rate charged the same tenant for the same housing unit, unless the fixed lease agreement includes agreed-upon rent increases during the term of the tenancy or agreement.

1.95.070 Notice to vacate requirements.

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

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

C. Requirement for notice to tenant for no cause termination. Unless provided otherwise under federal or state law applicable to low-income or affordable housing programs or under subsection B above, a landlord may only terminate a tenancy for no cause by providing the tenant written notice of at least 60 days preceding the end of the month or period of tenancy. Notices that are exempt from this subsection include, but are not limited to, three-day notice to pay or vacate, three-day notice for waste or nuisance, or ten-day notice to comply with the terms of the rental agreement or vacate.

C. Notice requirements, generally.

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

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

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

D. 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.

E. The notices required herein do not apply when:

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

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



1.95.080 Tenant relocation assistance.

1 A. Tenant relocation assistance for condemned or unlawful dwelling. Landlords are required to
2 comply with the relocation assistance and related requirements pursuant to RCW 59.18.085, Rental
3 of condemned or unlawful dwelling – Tenant’s remedies – Relocation assistance – Penalties.

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

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

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

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

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

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

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

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

23 2. Tenant Relocation Information Packet. When a landlord intends to displace a tenant, prior to the
24 landlord providing the notice outlined in TMC 1.95.070.B, the landlord shall obtain from the City
25 one Tenant Relocation Information Packet for each dwelling unit where tenants will be displaced.
26 The Tenant Relocation Information Packet shall contain the following:

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

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

3. Delivery of Tenant Relocation Information Packet. When a landlord serves the notice required
under TMC 1.95.070.B, the landlord shall also deliver a Tenant Relocation Information Packet to
each dwelling unit where the tenants will be displaced.

4. Within 20 days of providing the Tenant Relocation Information Packet to tenants, the landlord
shall provide the Director with a list of names of the legal tenants and number of dwelling units for
the dwelling units at issue.

5. Tenant eligibility for relocation assistance. Low-income tenants who are parties to a rental
agreement for the dwelling unit may be eligible for relocation assistance only if the tenant to be
displaced resides in a dwelling unit at issue when the landlord delivers the Tenant Relocation
Assistance Packet. As used in this section, “low-income tenants” means tenants whose combined
total income per dwelling unit is at or below 50 percent of the median income, adjusted for family
size, in Pierce County.

6. Tenant income verification.

a. Within 20 days after the date of delivery of the Tenant Relocation Information Packet, each
displaced legal tenant of a dwelling unit wanting to apply for relocation assistance must submit to



1 the Director a signed and completed Relocation Assistance Certification Form certifying the
2 names and addresses of all occupants of the dwelling unit, the total combined annual income of
3 the legal occupants of the dwelling unit for the previous calendar year, the total combined income
4 of all of the adult occupants for the current calendar year, and any other information that the
5 Director may require to determine eligibility for this program. A tenant who, with good cause, is
6 unable to return the certification form within 20 days may, within 20 days after the date of
7 delivery of the Tenant Relocation Information Packet, submit to the Director a written request for
8 an extension of time which details the facts supporting the claim of “good cause.” If the request is
9 submitted within the 20-day period and the facts constitute good cause in accordance with rules
10 adopted pursuant to this chapter, the deadline for submission of the Relocation Assistance
11 Certification Form may be extended by the Director another 20 days. The Director shall review
12 the request and notify the tenant and landlord if an extension has been granted within ten business
13 days.

14 b. If information submitted by a tenant on a Relocation Assistance Certification Form is
15 incomplete or appears to be inaccurate, the Director may require the tenant to submit additional
16 information to establish eligibility for relocation assistance.

17 c. Any tenant who fails or declines the opportunity to submit the Relocation Assistance
18 Certification Form, who refuses to provide the information in a timely manner as required, or
19 who is found to have intentionally misrepresented any material information regarding income or
20 eligibility to relocation benefits, shall not be eligible for relocation assistance under this chapter.

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

8. Relocation assistance payments.

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

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

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

d. An eligible tenant may obtain the relocation assistance payment by completing a request for
relocation assistance. The Director shall notify the landlord obligated to pay such relocation
assistance of the request. Within 21 days after submission of the tenants’ request to the Director,
the landlord and the City shall provide eligible tenants who will be displaced with their portion of



the relocation assistance. A landlord must submit written proof to the City that it provided the eligible tenants with the required payment within five business days of such payment.

1 9. Appeal.

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

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

- 16 (1) In violation of constitutional provisions;
- 17 (2) In excess of the authority or jurisdiction of the administrative hearing officer;
- 18 (3) Made upon unlawful procedure or otherwise is contrary to law; or
- 19 (4) Arbitrary and capricious.

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

24 **1.95.090 Compliance and enforcement.**

25 A. Compliance.

26 1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of Tacoma
entered into after February 1, 2019, shall include, or is deemed to include, a provision requiring the provisions outlined in this chapter.

2. A landlord is prohibited from engaging in reprisals or retaliatory actions pursuant to
RCW 59.18.240 and 59.18.250, as they exist or are hereinafter amended, including reprisals or
retaliatory actions against a tenant’s good faith and lawful rights to organize.

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

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

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

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



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

5 B. Rebuttable Presumption.

6 1. If a landlord provides a 60-day notice to vacate under TMC 1.95.070.C, and within 90 days after
7 the tenant vacates the dwelling unit, the landlord commences activity to demolish or substantially
8 rehabilitate or change the use of the dwelling unit, the City shall presume that the landlord intended
9 to avoid the 120-day notice to terminate requirement in TMC 1.95.070.B.

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

14 C. Powers and duties of the Director.

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

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

21 3. The Director is authorized to request records from landlord and the landlord shall allow the
22 Director access to such records, as well as a complete roster of tenants names and contact
23 information, when requested, with at least five business days' notice and at a mutually agreeable
24 time, to investigate potential violations of the requirements of this chapter.

25 E. Notice of Violation.

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

28 a. The street address or a description of the building, structure, premises, or land in terms reasonably
29 sufficient to identify its location where the violation occurred;

30 b. A description of the violation and a reference to the provisions of this chapter which have been
31 violated;

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

33 d. A statement that the landlord to whom a Notice of Violation is directed may request a hearing.
34 Such request for hearing must be submitted in writing and must be received by the City Clerk no
35 later than ten days after the Notice of Violation has been issued;

36 e. A statement that penalties will accrue as provided in this chapter;

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

39 2. The Notice of Violation shall be delivered, in writing, to the person to whom the Notice of
40 Violation is issued by personal delivery or first-class mail.

41 F. Civil Penalties.

42 1. Any person violating a provision of this chapter shall be subject to the penalties as outlined
43 below.

44 a. For a violation of Distribution of information required (TMC 1.95.030), Deposit requirements
45 and installment payments (TMC 1.95.040), Notice requirement generally (TMC 1.95.050), or



Notice to increase rent requirements (TMC 1.95.060), a landlord shall be subject to the following penalties:

1 (1) For the first violation for each affected dwelling unit, \$500; and

2 (2) For each affected dwelling unit for each subsequent violation within a three-year period, \$1,000.

3 b. For a violation of a Notice to vacate (TMC 1.95.070), Tenant Relocation Assistance
4 (TMC 1.95.080), and Retaliation prohibited (TMC 1.95.090.A.2), a landlord shall be subject to the
5 following penalties:

6 (1) For each violation from the date the violation begins for the first ten days of noncompliance,
7 \$250 per day, per dwelling unit;

8 (2) For each violation for each day beyond ten days of noncompliance until compliance is achieved,
9 \$500 per day, per dwelling unit.

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

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

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

19 F. Administrative Review by Director.

20 1. General. A person to whom a Notice of Violation or penalty is assessed may request an
21 administrative review of the Notice of Violation or penalty.

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

3. Decision of Director. After considering all of the information provided, the Director shall
determine whether a violation has occurred and shall affirm, vacate, suspend, or modify the Notice
of Violation or penalty. The Director's decision shall be delivered, in writing, to the person to
whom the notice of violation was issued by personal delivery or first-class mail.

H. 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.

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



EXHIBIT "B"

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

1.23.050 Areas of jurisdiction.

* * *

B. In regard to the matters set forth below, the Examiner shall conduct adjudicative proceedings, maintain a record thereof, and enter findings of fact, conclusions of law, and a final decision or other order, as appropriate:

* * *

40. Appeals arising from violations of the Rental Housing~~Tenant Rights~~ Code (Chapter 1.95).