



SUBSTITUTE
ORDINANCE NO. 28780

1 AN ORDINANCE relating to housing; amending Chapter 1.95 of the Municipal
2 Code, relating to the Rental Housing Code, to align with new notice
3 requirements in Engrossed Substitute House Bill 1236 and the State of
4 Washington’s Residential Landlord-Tenant Act, to provide additional
5 protections through just cause evictions, and to allow enforcement
6 action.

7 WHEREAS with the passage of Engrossed Substitute House Bill 1236
8 (“ESHB 1236”), property owners are now required to have just cause to
9 terminate tenancies under the Residential Landlord Tenant Act, RCW 59.18
10 (“RCW 59.18”); however, language in the City’s Rental Housing Code, Tacoma
11 Municipal Code (“TMC”) 1.95, currently refers to no cause to terminate
12 tenancies, and

13 WHEREAS recent research has shown that Black City residents face
14 inequitable risk of eviction, and with these amendments, the City can align with
15 the state law and ensure that any evictions are a result of just cause, and
16 minimize the risk of involuntary displacement due to racism, sexism,
17 homophobia, or any other form of discrimination, and

18 WHEREAS this amendment will align TMC 1.95 with the notice
19 requirement in ESHB 1236 and RCW 59.18, as well as allow for additional
20 protections and enforcement action by the City, and

21 WHEREAS the City Manager, through staff, researched “Just Cause
22 Eviction” ordinances throughout other jurisdictions, and feedback was gathered
23 from landlord and tenant organizations on the impacts of the ordinances, and
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1 WHEREAS staff also gathered information on other proposed changes
2 to TMC 1.95, which were developed by using data from the City’s Landlord-
3 Tenant Program, survey feedback, community forums, and a stakeholders’
4 group consisting of tenants, landlords, and legal representation of both
5 landlords and tenants, and
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7 WHEREAS community engagement around “Just Cause Eviction” was
8 conducted, and
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10 WHEREAS by aligning TMC 1.95 to changes made in the State
11 Legislature, additional protections and supports such as just cause evictions
12 will ensure that more City residents are able to stay in their homes and
13 communities, that more City residents maintain access to affordable housing,
14 and also reduce involuntary displacement and the negative health impacts
15 associated with displacement. Now, Therefore, and
16

17 WHEREAS, the Emergency Proclamation 21-09 issued by Governor
18 Inslee provided certain tenant protections that are set to expire on September 30,
19 2021, and

20 WHEREAS, the City wishes to ensure local tenant protections and local
21 enforcement will go into effect once those state-wide protections end, and as a
22 result, the City wishes to make the local tenant protections effective October 1,
23 2021, and
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WHEREAS due to this urgency and to have such an effective date, this ordinance needs to be considered on an emergency basis pursuant to Charter sections 2.12 and 2.13; Now, Therefore,

BE IT ORDAINED BY THE CITY OF TACOMA:

Section 1. That Chapter 1.95 of the Tacoma Municipal Code, Rental Housing Code, is hereby amended as set forth in the attached Exhibit "A."

Section 2. That the amendments to TMC 1.95 shall be effective October 1, 2021.

Section 3. That the City Clerk, in consultation with the City Attorney, is authorized to make necessary corrections to this ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Passed _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



EXHIBIT "A"

CHAPTER 1.95
RENTAL HOUSING CODE

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Sections:

- 1.95.010 Purpose and Intent.
- 1.95.020 Definitions.
- 1.95.030 Distribution of information required.
- 1.95.040 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.

* * *

1.95.020 Definitions.

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

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

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

“Days” means calendar days unless otherwise provided.

“Demolition” is defined under RCW 59.18.200, as it exists or is hereinafter amended and means the destruction of any dwelling unit premises or the relocation of the premises to another site that results in the displacement of an existing tenant. ~~Any “demolition” as provided herein requires displacement of a tenant.~~

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

“Displacement” or “displaced” means the demolition, substantial rehabilitation, or change of use requiring existing tenants to vacate the dwelling unit, but shall not



include the relocation of a tenant from one dwelling unit to another dwelling unit with the tenant's consent.

1 "Dwelling unit" is defined under RCW 59.18.030, as it exists or is hereinafter amended
2 and means a structure or part of a structure used as a home, residence, or sleeping place
3 by one, two, or more persons maintaining a common household, including, but not
4 limited to, single-family residences and multiplexes, apartment buildings, and mobile
homes.

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

11 "Immediate family member" is defined under RCW 59.18.030, as it exists or is
12 hereinafter amended and includes state registered domestic partner, spouse, parents,
13 grandparents, children, including foster children, siblings, and in-laws. ~~the spouse or~~
14 ~~domestic partner, dependent children, and other dependent relatives.~~

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

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

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

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

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

"Rent" or "rental amount" is defined under RCW 59.18.030 as it exists or is hereinafter
amended and means recurring and periodic charges identified in the rental agreement
for the use and occupancy of the premises, which may include charges for utilities.
Except as provided in RCW 59.18.283(3), these terms do not include nonrecurring



1 charges for costs incurred due to late payment, damages, deposits, legal costs, or other
2 fees, including attorneys' fees.

3 “Rental agreement” or lease is defined under RCW 59.18.030 as it exists and is
4 hereinafter amended and means all agreements which establish or modify the terms,
5 conditions, rules, regulations, or any other provisions concerning the use and occupancy
6 of a dwelling unit. means a rental agreement as defined in and within the scope of RCW
7 59.18.030 and RCW 59.18.040 of the state RLTA in effect at the time the rental
8 agreement is executed. As of the effective day of this ordinance, the state RLTA defines
9 “rental agreement” as “all agreements which establish or modify the terms, conditions,
10 rules, regulations, or any other provisions concerning the use and occupancy of a
11 dwelling unit.”

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

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

22 “Tenant” is defined under RCW 59.18.030 as it exists and is hereinafter amended and
23 any person who is entitled to occupy a dwelling unit primarily for living or dwelling
24 purposes under a rental agreement. means any person who is permitted to occupy a
25 dwelling unit primarily for living or dwelling purposes under a rental agreement and
26 includes those persons who are considered to be tenants under the state RLTA, chapter
27 59.18 RCW and those tenants whose living arrangements are exempted from the state
28 RLTA under RCW 59.18.040(3). For purposes of this chapter, “tenant” shall not
29 include the owner of a dwelling unit or members of the owner’s immediate family.

30 * * *

31 **1.95.040 Deposit requirements and installment payments permitted.**

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



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

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

D. A tenant’s failure to pay a security deposit, non-refundable move-in fees, and last month’s rent according to an agreed payment schedule is a breach of the rental agreement and subjects the tenant to a ~~ten~~14-day notice pursuant to RCW 59.12.030(3),4), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant. RCW 59.18.260.

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

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

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

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

* * *

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.

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

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

17 1. A landlord may not evict a tenant, refuse to continue a tenancy, or end a periodic
18 tenancy except for the causes enumerated in subsection (C)(7) below and as otherwise
19 provided in this subsection.

20 2. If a landlord and tenant enter into a rental agreement that provides for the tenancy to
21 continue for an indefinite period on a month-to-month or periodic basis after the
22 agreement expires, the landlord may not end the tenancy except for the causes
23 enumerated in subsection (C)(7) below; however, a landlord may end such a tenancy at
24 the end of the initial period of the rental agreement without cause only if:

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

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

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

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



1 b. The landlord has provided the tenant before the end of the specified period at least 60
2 days' advance written notice that the tenancy will be deemed expired at the end of such
3 specified period, served in a manner consistent with RCW 59.12.040; and

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

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

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

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

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

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

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

23 c. When a tenant received at least three days' notice to quit after committing waste,
24 nuisance, illegal activity, or other repeated and unreasonable interference of the
25 use and enjoyment of the premises as outlined in RCW 59.18.650.2(c), as it
26 currently exists or is hereinafter amended, the landlord may serve a 3 day notice
to vacate.

d. When the owner or immediate family member wants to occupy the unit as their
primary residence, as outlined in RCW 59.18.650(2)(d), as it currently exists or
is hereinafter amended, provided that there is a rebuttable presumption that the
owner did not act in good faith if the owner or immediate family fails to occupy
the unit as a principal residence for at least 60 consecutive days during the 90
days immediately after the tenant vacated the unit pursuant to a notice to vacate
using this subsection 4 as the cause for the lease ending, the landlord may serve
a 90 day notice to vacate.

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



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- f. When the tenant continues in possession of the premises after the landlord serves the tenant a 120-day-~~with~~ advance written notice pursuant to RCW 59.18.200(2)(c) as outlined in RCW 59.18.650(2)(f).
- g. When the tenant continues in possession after the owner elects to withdraw the premises to pursue a conversion pursuant to RCW 64.34.440 or 64.90.655, as outlined in RCW 59.18.650(2)(g), and the landlord served a 120 day advanced written notice.
- h. When the -dwelling unit has been condemned or deemed uninhabitable by code enforcement, as outlined in -TMC 2.01 and RCW 59.18.650(2)(h), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.
- i. When the owner or lessor wants a roommate to vacate, as outlined in RCW 59.18.650(2)(i), as it currently exists or is hereinafter amended, the landlord must serve a 20 day notice to vacate; except when the landlord rents to four or more tenants in the same dwelling unit.
- j. When a tenant is part of a transitional housing program that has expired, as outlined in RCW 59.18.650(2)(j), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.
- k. When he or she does not comply with signing a new rental agreement, as outlined in RCW 59.18.650(2)(k), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.
- l. When a tenant makes intentional, knowing, and material misrepresentations or omissions to their application at the inception of the tenancy, as outlined in RCW 59.18.650(2)(l), as it currently exists or is hereinafter amended, the landlord must serve a 30 day notice to vacate.
- m. When the owner has an economic or business reason, as outlined in RCW 59.18.650(2)(m), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.
- n. When a tenant has committed four or more substantial breaches of rental period or lease agreement within the preceding 12-month period, as outlined in RCW 59.18.650(2)(n), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.
- o. When a tenant does not comply with registering or disclosing the tenant is a sex offender at the time of application, as outlined in RCW 59.18.650(2)(o), as it currently exists or is hereinafter amended, the landlord must serve a 60 day notice to vacate.
- p. When a tenant has made unwanted sexual advances or other acts of sexual harassment directed at the property owner, property manager, property employee, or another tenant, as outlined in RCW 59.18.650(2)(p), as it currently exists or is hereinafter amended, the landlord must serve a 20-day notice to vacate.



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g. When a tenant does not comply with applying or signing a rental agreement after the original tenant has vacated the unit, as outlined in RCW 59.18.650(3) as it currently exists or is hereinafter amended, the landlord must serve the tenant with a 30 day notice to apply or vacate.

D. Notice requirements, generally.

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

2. For any notice provided under this subsection, the landlord shall require the tenant to vacate the dwelling unit at the end of the month or period of tenancy.

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

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

E. Tenant meeting. A tenant who receives a 120-day notice as provided herein may request an in person meeting with the landlord to discuss the upcoming termination. If such request is made, the landlord shall schedule, notify tenants in writing, and hold such a meeting within 20 days of such request, at a time and location reasonably convenient for the parties. A landlord may schedule and hold one meeting for multiple tenants and requests. A landlord holding such meeting at a reasonable time and location shall meet the requirements herein, regardless of whether the impacted tenants attend.

F. The notices required herein do not apply when:

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

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

* * *

1.95.090 Compliance and enforcement.

A. Compliance.

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

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



1 3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not
2 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).

3 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:

4 (1) Give ~~a 120-day or 60-day "no-cause"~~ notice to terminate a monthly or periodic
5 tenancy~~t~~ as provided in Section 1.95.070, with service conforming with RCW
6 59.12.040, prior to the end of such month or period, unless a different for cause notice
period is specifically authorized by law; or

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

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

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

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

16 B. Rebuttable Presumption.

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

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

23 C. Powers and duties of the Director.

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

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



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

3 D. Notice of Violation.

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

- 6 a. The street address or a description of the building, structure, premises, or land in
terms reasonably sufficient to identify its location where the violation occurred;
- 7 b. A description of the violation and a reference to the provisions of this chapter which
8 have been violated;
- 9 c. A description of the action required to comply with the provisions of this chapter;
- 10 d. A statement that the landlord to whom a Notice of Violation is directed may request a
hearing. Such request for hearing must be submitted in writing and must be received by
11 the City Clerk no later than ten days after the Notice of Violation has been issued;
- 12 e. A statement that penalties will accrue as provided in this chapter;
- 13 f. An Advisory Letter to provide the Landlord with a timeline of the process and an
invitation to conciliate.

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

15 E. Civil Penalties.

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

18 a. For a violation of Distribution of information required (TMC 1.95.030), Deposit
requirements and installment payments (TMC 1.95.040), Notice requirement generally
19 (TMC 1.95.050), or Notice to increase rent requirements (TMC 1.95.060), a landlord
shall be subject to the following penalties:

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

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

23 b. For a violation of a Notice to vacate (TMC 1.95.070), Tenant Relocation Assistance
(TMC 1.95.080), ~~and~~ Retaliation prohibited (TMC 1.95.090.A.2), [and illegal rental](#)
24 [agreement provisions \(TMC 1.95.090.A.4\)](#) a landlord shall be subject to the following
penalties:

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



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

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

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

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

13 F. Administrative Review by Director.

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

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

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

G. Appeals to the Hearing Examiner of Director's Decision. Appeal of the Director's
decision shall be made within ten days from the date of the Director's decision by filing
a written notice of appeal, clearly stating the grounds that the appeal is based upon, with
the Hearing Examiner, which appeal shall be governed by TMC 1.23.
