

Comparison of Rental Housing Code, Tacoma Landlord Fairness Code Initiative, and proposed State Law changes

Table Title Definitions

Policy: The policy column names the policy as outlined in the State Law (RCW 59.18, Washington State Residential Landlord-Tenant Act, RLTA), Rental Housing Code (TMC 1.95, RHC), and Landlord Fairness Code initiative (TMC 1.100, LFCI).

Current State Law: The current State Law represents the Washington State Residential Landlord-Tenant Act (RCW 59.18, RLTA) as it exists.

Rental Housing Code: Represents the Tacoma Rental Housing Code (TMC 1.95, RHC) based on work by staff and the RHC Stakeholder advisory group members. This column represents the current law that is enforced by the COT though an administrative process.

Tacoma Landlord Fairness Code Changes: Represents the Landlord Fairness Code Initiative presented by Tacoma For All and passed by voters in November election. This column represents the current law that does not have an enforcement mechanism that allows the City of Tacoma to enforce violations, and a tenant must seek civil remedies as outlined in the code.

Impacts and Conflicts: Outlines any conflicts and the impacts the two housing codes may have on rental housing in Tacoma.

Enforcement: Outlines enforcement mechanisms allowed for violations.

Policy	State Law (RCW 59.18, RLTA)	Rental Housing Code (TMC 1.95, RHC)	Landlord Fairness Code (TMC 1.100, LFCI)	Impacts/Conflicts
Standardized Screening Criteria	None	• Sets the standard income to rent requirement as 2.5x or 3x monthly rent based on HUD fair rental rates. • Prohibits landlord from having a blanket ban on a tenant with felony convictions, and arrest records. • Requires landlords to do individual assessments of proposed tenants' criminal history to determine eligibility based on the severity and how long ago the offense occurred. • Prohibit the landlord from requiring an SSN as the only way a tenant can apply for housing.	None	

Policy	Current State Law (RCW 59.18)	Rental Housing Code (TMC 1.95)	Landlord Fairness Code (TMC 1.100)	Impacts/Conflicts
Rental Agreement Regulations	None	Rental Agreements must include: • Number of legal occupants as outlined in TMC 2.01.060.V (based on legal bedrooms). • List uninhabitable spaces such as attics, basements, and garages that have not been properly permitted for occupancy. Landlords are prohibited from: • Assessing penalties or forfeiture of deposit if a tenant terminates the tenancy before expiration of a minimum term month-to-month rental agreement. • Regulating or restricting dogs based on breeds, unless they have an insurance company-required breed restrictions, provided that any breed of service animal shall be allowed.	None	None

Policy	Current State Law	Rental Housing Code	Landlord Fairness Code	Impacts/Conflicts
Fee and Deposit Standards	- Allows tenants to pay move-in cost in installment payments. - Requires tenant to request to pay in installments in writing.	- Allows tenants to pay move-in cost in installment payments. - Requires landlord to provide tenant with “Installment Payment Plan Request” form at the time of application. - Limits the amount of late fee the landlord to 1.5% and cannot exceed \$75 max per month. - Requires the landlord to actively take steps to recover late fees during tenancy, such as serving monthly or quarterly notices or invoices. - Prohibit landlords who do not address late fees during tenancy from withholding them from deposit or reporting them to prospective landlords at end of tenancy. - Pet damage deposit cannot exceed 25% of one month’s rent and any portion not used to repair pet damage must be returned to tenant upon termination of tenancy.	Prohibits: - Rental application fees not complying with RCW 59.18.257 - Any non-refundable fee charged at the beginning of the tenancy including but not limited to a fee to hold a unit prior to the tenant taking possession, - Move-in fees that in total exceed the first month’s rent including but not limited to fees required to apply for tenancy (including processing fees and credit and background check charges), security deposits, prepayment of rent (e.g., “last month’s rent”), but excluding a valid pet fee. - Any fee or charge for late payment of rent exceeding \$10.00 per month. - Pet damage deposit exceeding 25% of one month’s rent. And: - Any rental agreement shall be deemed void to the extent it requires payment of fees prohibited by this section.	- RLTA requires the tenant to request and the RHC requires the landlord to option. - Landlords will use the late fee requirements in the RHC and charge the 1.5% instead of the \$10 outlined in the LFCI. - Landlords will charge the \$10 late fee in the LFCI, when the charge is less using the 1.5% required in the RHC.

Policy	Current State Law (RCW 59.18)	Rental Housing Code (TMC 1.95)	Landlord Fairness Code (TMC 1.100)	Impacts/Conflicts
Notice of Rent Increase	- Prohibiting rent increases during the first year of a new lease - Limits rent increase to 7% plus the Consumer Price Index, or 10 percent, whichever is less during any 12-month period (w/certain exceptions). - Requires a 90-day written notice before increasing rent. - Requires the use of the "Rent and Fee Increase" notice provided by Washington State Department of Commerce. - Authorizes the tenant or attorney general to bring court action to enforce compliance.	- Requires a 120-day written notice before increasing rent. - Requires the use of "Notice of Rent Increase" form provided by the COT. - No cap on rent increase. - Allows enforcement for violations (civil penalties). - No rent increase w/o COT rental business license.	- Requires two written notices to increase rent: 1st notice between 210-180 days. 2nd notice between 120-90 days. - Requires the use of "Notice of Rent Increase" form provided by the COT. - No rent increase w/o COT rental business license. - Allows enforcement for violations (civil remedies). - Requires relocation assistance if rent increase is 5% or more.	- Requires a landlord to follow the requirements of the RLTA, RHC, and LFCI when increasing rent. - Landlords with rental property do not believe they have to adhere to the rent caps outlined in HB127, since the RHC doesn't have any. - COT can only enforce on violations of the RHC, and civil remedies must be used as outlined in the RLTA and LFCI.

Policy	Current State Law (RCW 59.18)	Rental Housing Code (TMC 1.95)	Landlord Fairness Code (TMC 1.100)	Impacts/Conflicts
Shared Housing Standards	None	• Require that the master lease holder provide contact information for the sublet tenants and the property owner at time of tenancy. • Require separate leases when renting to four or more tenants. • Require lease to state the legal number of occupants and habitable spaces in the unit (TMC prohibits the renting of attics, basements, and/or garages that have not been properly permitted). • Require the property owner to serve any notices that can lead to eviction to the master lease holder and appropriate number of notices for all sublet tenants. • Require master lease holder to serve any notices that can lead to eviction by property owner to all sublet tenants. • Prohibits property owner with a master lease agreement from starting the Unlawful Detainer Action (eviction) if they cannot show notices were served to all sublet tenants.	None	None

Policy	Current State Law	Rental Housing Code	Landlord Fairness Code	Impacts/Conflicts
Business License Requirement and Health and Safety Compliance	None	• Landlord shall not serve a notice to vacate or rent increase unless they have complied with a business license and health and safety requirements. • Defense to eviction in court.	• Landlord cannot raise rent if landlord is determined to be in violation of laws related to health and safety, according to the procedures detailed in TMC 2.01.050 OR the dwelling unit has defective conditions making the dwelling unit uninhabitable per RCW 59.18.060 • Defense to eviction in Court	

Policy	Current State	Rental Housing Code	Landlord Fairness Code	Impacts/Conflicts
Relocation Assistance	Allows jurisdictions to implement code or ordinance that requires relocation assistance to low-income tenants when they are displaced due to significant rehabilitation, demolition, change in use of their rented residence.	• Low-income tenants are entitled to relocation assistance in the amount of \$2,000 in relocation assistance to assist in the costs of moving in situations where they are being displaced due to significant rehabilitation, demolition, change in use of their rented residence. This is a 50/50 split between the City and the landlord. • Landlord must comply with relocation assistance and its requirements pursuant to RCW 59.18.085, when the unit is deemed uninhabitable by the city.	After receiving a notice of rent increase, a tenant who decides to relocate rather than paying the rent increase, may send the landlord a written request for relocation assistance in the following amounts: • 5% rent increase = 2 months’ rent • 7.5-10% rent increase = 2.5 months’ rent. • Over 10% or more rent increase = 3 month’s rent. • Landlord is required to pay within thirty days of receiving request. • If the tenant is unable to relocate and remains in the dwelling unit at the increased rent, the tenant must repay the relocation assistance. • The requirement to pay tenant relocation assistance will not apply to: ○ a landlord and tenant living on the same site if the site has four or fewer dwelling units ○ tenants who have lived in the dwelling unit for less than six months • a landlord that temporarily rents out the landlord’s principal residence during the landlord’s absence due to active-duty military service.	• City is only able to enforce violations of the relocation assistance requirement of the RHC. • Violations of the RLTA and LFCI, requires the tenant to seek civil remedies in court.

Policy	Current State	Rental Housing Code	Landlord Fairness Code	Impacts/Conflicts
Eviction Prohibitions	Requires landlords to follow the “Just Cause Eviction” (JCE) provisions as outlined in RCW 59.18.650.	Requires landlords to follow JCE provisions which are year-round and includes occupation.	- Prohibits economic evictions during school year, for households with students or children under 18, or currently enrolled in school, a person having legal custody of child or student, or educator during the Tacoma Public School District school year. - Prohibit evictions between November 1 to April 1, - Landlord cannot evict a tenant based on status as a member of the military, first responder, senior, family member, health care provider, or educator. - Landlords can still carry out evictions at any time if tenants are posing a threat to others or their property, using their apartments for illegal purposes, an owner or family moves to occupy the unit, the unit is condemned for uninhabitability, or desire for roommate to vacate	

Policy	Current State	Rental Housing Code	Landlord Fairness Code	Impacts/Conflicts
Penalties and Enforcement	• RLTA does not have an enforcement mechanism that the COT to enforce violations and civil remedies must be used as outlined in the code. • In addition to being able to collect damages, HB1217 outlines the following civil penalties related to improper rent increases: ○ Reasonable attorneys' fees and cost to the entity who brings the lawsuit. ○ Award the tenant damages in the amount of any excess rent, fees or other cost paid by the tenant. ○ Award the tenant damages in amount of up to three months of unlawful rent, fees or other cost charged by the landlord.	• The RHC contains administrative process that allows the City to assess civil penalties when a landlord is in violation and does not come into voluntary compliance. • RHC has three different levels to enforcement based on policy violation: ○ \$500 for first violation and \$1000 for subsequent violations within three years. ○ \$250 per day for the first ten days of noncompliance and \$500 per day for each day after ten until compliance is met.	• Tenants can sue for violations and obtain actual damages, costs, reasonable attorney's fees AND obtain \$500 or 5 times the mo. rent per violation. • If fail to pay relocation asst. then penalty is 3x the relocation asst. amount • Tenants' organization can sue on behalf of tenants. • A landlord may seek a court order allowing a particular eviction or exempting them from a provision of this chapter if they can show that a provision of this chapter, if fully enforced, would constitute either (a) an undue and significant economic hardship, or (b) a takings under the United States or Washington State constitutions, or (c) that the chapter as applied is preempted by federal or state law	

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