

Handout A: Community, Vitality & Safety Committee Recommended amendments to the Landlord Fairness Code Initiative

Study Session

Nov 18, 2025

CVS proposed policy changes to the LFCI			
Topic	LFCI	CM Rumbaugh proposal	Rationale
Revising LFCI exemptions from cold weather and school year eviction moratorium	- owner or family to occupy the unit - condemnation or uninhabitable - desire for roommate to vacate - sexual harassment by tenant - the tenant's failure to comply with a three day or ten day notice to vacate for a drug-related activity nuisance pursuant to chapter 7.43 RCW; - maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5); or - because the tenant's conduct has a substantial detrimental impact on, or constitutes an imminent threat to, the health or safety of other tenants in the rental building or the owner.	Align with Seattle's exemptions: - Owner or family to occupy the unit - Landlord receives a notice of violation for renting an unpermitted unit and must discontinue use.* - Landlord must reduce the number of tenants in a unit after receiving notice from the City.* - Landlord must discontinue renting a unit that is deemed unsafe or uninhabitable by emergency order from the City.* - Stop sharing unit (roommate), terminate tenancy in an ADU to the housing unit in which the owner resides, terminate tenancy in a single-family dwelling when owner resides in ADU on the same lot. - Criminal activity on the premises, or on the property or public right-of-way: 1. Drug-related activity that would constitute a violation of chapters 69.41, 69.50, or 69.52 RCW, or 2. Activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of other tenants or the owner. - Tenant's failure to comply with a three day notice to vacate for a drug-related activity nuisance pursuant to chapter 7.43 RCW, and - Maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5).	The City of Seattle's exemptions are written more clearly and with needed nuance. These match the Seattle school year eviction defense exemptions.

Relocation assistance	The LFCI currently outlines requirements for relocation assistance in “1.100.050 Section 5. Landlords must give advanced notice of rent increases and pay relocation assistance when significant rent increases require tenants to relocate.”	In addition to what is outlined in 1.100.050 Section 5, CM Rumbaugh’s proposal would add a relocation assistance requirement to the above exemptions to the moratorium marked with an *. Relocation assistance provided to displaced tenants shall be the greater amount of two thousand dollars per dwelling unit or three times the monthly rent. In addition to relocation assistance, the landlord shall be required to pay to the displaced tenants the entire amount of any deposit prepaid by the tenant and all prepaid rent.	RCW 59.18.085 outlines state standards for relocation assistance in these situations.
Deed restricted affordable housing exemption	The LFCI does not offer exemptions based on type of housing provider.	Adds an exemption for: Any dwelling unit owned or managed by the Tacoma Housing Authority or held as deed-restricted affordable housing. “Deed restricted affordable housing” means real estate that is required to be used as affordable housing for a period of time of at least thirty (30) years pursuant to a restrictive covenant or similar enforceable, recorded instrument, with income targets that are no higher than 80 percent of area median income.	Low-income housing providers have shared data on the extreme impact the LFCI has had on their ability to provide low-income housing options to those who need it most. This exemption language matches language used in the RHC.
Undue and significant economic hardship definition	5. 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.	Undue hardship must be based on an individualized assessment of current circumstances that show how a specific unit’s unpaid rent would cause significant difficulty to its owner. A determination of undue hardship should be based on several factors, including: • The amount of unpaid rent and underlying cost of maintaining the unit, such as required mortgage payments, utilities, and any other expenses the landlord is obligated to pay associated with the unit.	“An undue and significant economic hardship” is very vague and hard to administer for Court Commissioners.

		- The overall financial resources of the owner; the number of units owned by the landlord; type and location of facilities of the owner (if the facility involved in renting the unit is part of a larger entity); the effect on the owner's expenses and resources. - Personal hardship the owner may be experiencing that could impact their finances. This may include, but is not limited to, hardship caused by illness or accident, unemployment, family situation such as divorce, or job relocation.	
Undue and significant economic hardship – allow evictions in order to sell unit	The LFCI does not allow a landlord to evict in order to sell a unit.	Clarify that significant economic hardship includes if an owner determines they need to sell the unit (90-day notice). The owner must make reasonable attempts to sell the dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale at a reasonable price. Provides guidelines on rebuttable presumptions that the owner did not intend to sell.	Without the opportunity to sell their unit landlords assume all the risk of maintaining what could potentially be a costly unit.
Cold weather eviction defense	Landlords may not carry out an eviction during cold weather—between November 1 and April 1.	Match Seattle winter eviction protection. Changes include: - Applies to eligible tenants from December 1 - March 1 - Creates a defense for tenant households at or below 80% of AMI (area median income) during this period - Exempts Landlords with ownership interest in 4 units or less within the City limit.	This is a well-balanced approach that preserves housing for 80% AMI or less without overburdening small landlords.
Late fees	Any fee or charge for late payment of rent exceeding \$10.00 per month.	Remove and defer to RHC: Limits the amount of late fee the landlord to 1.5% of the monthly rent and cannot exceed \$75 max per month	Goal to align into one code. The RHC was developed with feedback from a broad stakeholder group and is more representative of the full community.

Notice of rent increase	Requires two written notices to increase rent: 1st notice between 210-180 days. 2nd notice between 120-90 days.	Remove and defer to RHC: Requires a 120-day written notice before increasing rent.	Goal to align into one code. LFCI process is confusing and burdensome. RHC requirements already require 30 days more notice than state law.
Technical changes and clarifications		Researching requested technical changes to offer greater legal clarity.	Internal and external stakeholders suggested technical changes that offer greater legal clarity.

Landlord/tenant topics outside of the LFCI scope to be put on the 2026 CVS workplan:

- Bundle LFCI into RHC so there's one code where constituents can find all landlord-tenant items. Revisit Nov. 6 conversation on:
 - Review exemptions to eviction moratoriums for when tenants damage the unit
 - School year eviction moratorium
- Tenant rights outreach and education
- Landlord education & licensing requirements
- Predatory landlords
- Health & safety conditions in units
- Accessible income restricted housing options (requiring 3x the rent in income can be a barrier)
- Program to support landlord/tenant conflicts – i.e. mediation, something like community court
- Tools for renters to end a lease early should they lose income
- Rental assistance (in our legislative agenda)
- Landlord insurance for damaged units and unpaid rent