

**CITY OF SEATTLE**

**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

..title

AN ORDINANCE relating to the termination of residential rental tenancies; requiring a landlord have just cause to evict a tenant at the end of a fixed term rental agreement; and amending Sections 7.24.030 and 22.206.160 of the Seattle Municipal Code.

..body

WHEREAS, the Washington State Legislature has declared a state policy to help residents who are experiencing a temporary crisis in retaining stable housing to avoid eviction from their homes, as expressed in Laws of 2019, ch. 356, § 1; and

WHEREAS, in September 2018, the Seattle Women’s Commission and the King County Bar Association jointly published *Losing Home: The Human Cost of Eviction in Seattle*, (the “Losing Home” report) finding that households who are evicted face material hardships that make it more difficult to secure safe and affordable housing and that the most disadvantaged groups face the highest likelihood of eviction; and

WHEREAS, the Council passed a just cause eviction ordinance (JCEO) in 1980 in Ordinance 109219, which prohibits landlords from terminating a tenancy without just cause; and

WHEREAS, Ordinance 109219 states that “arbitrary eviction of responsible tenants imposes upon such tenants the hardship of locating replacement housing and provides no corresponding benefit to property owners”; and

WHEREAS, this statement in Ordinance 109219 is still relevant, as the Losing Home report found that most evicted respondents became homeless, with 37.5 percent completely unsheltered, 25.0 percent living in a shelter or transitional housing, and 25.0 percent staying with family or friends. Only 12.5 percent of evicted respondents found another apartment or home to move into; and

1 WHEREAS, finding replacement housing in Seattle’s rental housing market is difficult; and

2 WHEREAS, Losing Home found that 51.7 percent of tenants in eviction filings were people of  
3 color and 31.2 percent were Black, 4.5 times more than the Black population in Seattle;  
4 and

5 WHEREAS, the Losing Home report also found that based on the high rates of poverty, housing  
6 discrimination, and homelessness in the transgender community and the high proportion  
7 of the homeless youth population who are LGB youth, it is likely that eviction  
8 disproportionately impacts the LGBTQ community; and

9 WHEREAS, the Losing Home report found that there is a disproportionate rate of seniors  
10 experiencing evictions; while 26.6 percent of the HJP’s clients were 55 years or older, the  
11 general population is only comprised of 21.4 percent of individuals 55 and older; and

12 WHEREAS, the JCEO is a significant tool for preventing the displacement of communities of  
13 color, who disproportionately rely on rental housing compared to white residents; and

14 WHEREAS, a majority of households in Seattle rely on rental housing; and

15 WHEREAS, the JCEO specifically limits eviction of a month-to-month tenant to when a  
16 landlord can show one of the enumerated causes within the just cause eviction ordinance;  
17 and

18 WHEREAS, even though the JCEO by its own language does not prevent a landlord from  
19 refusing to renew a rental agreement without just cause, currently, landlords do not need  
20 to have just cause to remove tenants from their units at the end of a fixed term lease,  
21 which creates a significant loophole in JCEO; and

1 WHEREAS, landlords have required long-term, month-to-month tenants to sign short-term rental  
2 agreements in order to evade the JCEO by allowing the rental agreement to expire and  
3 then pursuing an eviction; and

4 WHEREAS, the Council seeks to protect all tenants from arbitrary eviction regardless of the  
5 form or length of their rental agreement; NOW, THEREFORE,

6 **BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

7 Section 1. Section 7.24.030 of the Seattle Municipal Code, last amended by Ordinance  
8 125951, is amended as follows:

9 \* \* \*

10 **7.24.030 - Rental agreement requirements**

11 A. Any rental agreement or renewal of a rental agreement for a residential rental unit in  
12 The City of Seattle entered into after October 28, 1998, shall include or shall be deemed to  
13 include a provision requiring a minimum of 60 days' prior written notice whenever the periodic  
14 or monthly housing costs to be charged a tenant are to increase, except that for a subsidized  
15 tenancy where the amount of rent is based on the income of the tenant or circumstances specific  
16 to the subsidized household, the rental agreement shall instead provide a minimum of 30 days  
17 prior written notice of an increase in the amount of rent to each affected tenant.

18 B. No rental agreement entered into after September 29, 1993, that creates or purports to  
19 create a tenancy from month to month or from period to period on which rent is payable, may:

- 20 1. Require occupancy for a minimum term of more than one month or period;  
21 2. Impose penalties, whether designated as "additional rent" or fees, if a tenant  
22 terminates the tenancy pursuant to law and vacates before expiration of any minimum term  
23 prohibited by subsection 7.24.030.B.1;

1                   3. Require forfeiture of all or any part of a deposit if the tenant terminates the  
2 tenancy pursuant to law and vacates before expiration of any minimum term prohibited by  
3 subsection 7.24.030.B.1; provided, that nothing in this Chapter 7.24 shall prevent a landlord  
4 from retaining all or a portion of a deposit as compensation for damage to the premises as  
5 provided by law and the rental agreement or, as provided by law, for failure to perform other  
6 obligations imposed by the rental agreement.

7                   C. Any rental agreement entered into after the January 15, 2017 is subject to the  
8 requirements of this subsection 7.24.030.C. Security deposits and non-refundable move-in fees  
9 are prohibited unless authorized by and identified in a written rental agreement that:

10                   1. Describes the terms and conditions under which the security deposit or portion  
11 thereof may be retained by the landlord. The landlord shall prepare and provide to the tenant at  
12 the commencement of tenancy a written checklist or statement specifically describing the  
13 condition and cleanliness of or existing damages to the dwelling unit at the time of occupancy  
14 including damages to the premises and furnishings, which include but are not limited to walls,  
15 floors, countertops, carpets, drapes, furniture, and appliances. The checklist or statement shall be  
16 signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of  
17 the signed checklist or statement.

18                   2. Describes the terms and conditions of the payment schedule for the security  
19 deposit and non-refundable move-in fees pursuant to subsection 7.24.035.C.

20                   D. Any rental agreement entered into after January 15, 2017 is subject to the  
21 requirements of this subsection 7.24.030.D. Any payment of last month's rent by the tenant to the  
22 landlord shall be authorized by a written rental agreement that:

23                   1. Identifies the amount of the last month's rent; and

1                   2. Describes the terms and conditions of the payment schedule for the last month's  
2 rent if the tenant elects to pay the last month's rent in installments as authorized by Section  
3 7.24.036.

4                   E. Any rental agreement entered into after January 15, 2017 shall describe the terms and  
5 conditions of any monthly or periodic payments required as a condition of tenancy, including but  
6 not limited to: rent, security deposits, non-refundable move-in fee, last month's rent, utility  
7 payments, parking fees, late fees authorized by the rental agreement, or other monthly or  
8 periodic payments required to be made by the tenant to the landlord. When any monthly or  
9 periodic payment is made pursuant to the rental agreement, the landlord shall first apply the  
10 payment to the rent due before applying it to other payments due by the tenant to the landlord,  
11 except that if the payment is made in response to a notice issued pursuant to RCW 59.12.030  
12 during the period of that notice, the landlord shall first apply the payment to the amount specified  
13 in that notice, before applying it to the rent due or to other payments due by the tenant to the  
14 landlord. The landlord shall:

- 15                   1. Provide a receipt for any payment made by a tenant in the form of cash.
- 16                   2. Provide, upon the request of a tenant, a written receipt for any payments made  
17 by the tenant in a form other than cash.
- 18                   3. Provide the option for payment of housing costs and other costs and fees by  
19 cash, check, or other means that do not require electronic banking.

20                   F. Any rental agreement entered into after January 15, 2017 is subject to the requirements  
21 of this subsection 7.24.030.F. Any payment of a pet damage deposit shall be authorized by a  
22 written rental agreement, or an addendum to the written rental agreement, that:

- 23                   1. Identifies the amount of the pet damage deposit; and

1                   2. Describes the terms and conditions of the payment schedule for the pet damage  
2 deposit if the tenant elects to pay the pet damage deposit in installments as authorized by Section  
3 7.24.038.

4                   G. Parking charges separately documented. For housing units in multifamily or mixed-  
5 use structures that meet the threshold size requirement of subsection 23.42.070.A:

6                   1. Any rental agreement entered into after May 13, 2018 shall specify in a rental  
7 agreement addendum or in a separate parking agreement the amount of any parking fee.

8                   2. A tenant may elect not to rent or lease parking when renting or leasing a unit, in  
9 which case the tenant is not required to sign a rental agreement addendum or a separate parking  
10 agreement that requires the tenant to pay a parking fee.

11                   H. Any rental agreement entered into after December 31, 2019 is subject to the  
12 requirements of this subsection 7.24.030.H.

13                   1. A tenant is not liable for damage to the landlord's property that was caused by a  
14 perpetrator of domestic violence, sexual assault, unlawful harassment, or stalking if:

15                   a. The tenant notifies the landlord in writing that the tenant, family or  
16 household member, or intimate partner was a victim of domestic violence, sexual assault,  
17 unlawful harassment, or stalking and that the damage to the landlord's property was caused by  
18 the perpetrator of the domestic violence, sexual assault, unlawful harassment, or stalking  
19 regardless of whether the property damage occurred during an act of domestic violence, sexual  
20 assault, unlawful harassment, or stalking; and

21                   b. The tenant provides documentation to the landlord that the tenant,  
22 family or household member, or intimate partner was a victim of domestic violence, sexual  
23 assault, unlawful harassment, or stalking and that the perpetrator of the domestic violence, sexual

1 assault, unlawful harassment, or stalking caused the property damage. The documentation shall  
2 consist of a document signed and dated by a qualified third party stating:

3 1) That the tenant notified the qualified third party that the tenant,  
4 family or household member, or intimate partner was a victim of domestic violence, sexual  
5 assault, unlawful harassment, or stalking;

6 2) The time and date the act or acts of property damage occurred;

7 3) The location where the act or acts of property damage occurred;

8 4) A brief description of the act or acts of property damage; and

9 5) That the tenant informed the qualified third party of the name of  
10 the perpetrator of the act or acts of domestic violence, sexual assault, unlawful harassment, or  
11 stalking and that the perpetrator is the person who caused the property damage. The record of the  
12 report provided to the tenant, family or household member, or intimate partner shall not include  
13 the name of the alleged perpetrator of the act or acts of domestic violence, sexual assault,  
14 unlawful harassment, or stalking. The qualified third party shall keep a copy of the record of the  
15 report and shall note on the retained copy the name of the alleged perpetrator of the act or acts of  
16 domestic violence, sexual assault, unlawful harassment, or stalking. The written record may be in  
17 the form of a copy of a valid order of protection, if it contains elements 7.24.030.H.1.b.1 through  
18 7.24.030.H.1.b.5, under one or more of the following: chapters 7.90, 26.26A, 26.26B, or 26.50  
19 RCW or RCW 9A.46.040, 9A.46.050, 10.14.080, 10.99.040(2) or (3), or 26.09.050.

20 2. The provision of verification of a report under subsection 7.24.030.H.1.b does  
21 not waive the confidential or privileged nature of the communication between a victim of  
22 domestic violence, sexual assault, unlawful harassment, or stalking with a qualified third party  
23 pursuant to RCW 5.60.060, 70.123.075, or 70.125.065. No record or evidence obtained from

1 such disclosure may be used in any civil, administrative, or criminal proceeding against the  
2 victim unless a written waiver of applicable evidentiary privilege is obtained, except that the  
3 verification itself, and no other privileged information, under subsection 7.24.030.H.1.b may be  
4 used in civil proceedings brought under this Section 7.24.030.

5           3. Nothing in this subsection 7.24.030.H precludes a landlord from seeking  
6 compensation from the perpetrator of domestic violence, sexual assault, unlawful harassment, or  
7 stalking for damage to the landlord's property caused by the perpetrator.

8           I. Any rental agreement entered into after June 30, 2020 is subject to the following  
9 requirements.

10           1. Occupancies allowed

11           Subject to the landlord's authority to screen and allow occupancy of a rental unit  
12 as provided in this subsection 7.24.030.I, the tenants, a tenant's immediate family, an additional  
13 resident who is not a member of the tenant's immediate family, and the additional resident's  
14 immediate family may reside in a rental unit, provided the total number of persons residing in the  
15 unit does not exceed occupancy limits established by federal, state, or local law.

16           2. Notification to a landlord

17           Within 30 days following the commencement of occupancy of any residents who  
18 do not become parties to a rental agreement, the tenant shall inform the landlord of each  
19 additional person's name.

20           3. Conditions of qualifying for and obtaining occupancy of a rental unit

21           Landlords shall not impose conditions on any person other than a tenant,  
22 including but not limited to using additional screening criteria, that are beyond those imposed on  
23 a tenant to qualify for or obtain occupancy of a rental unit.



1                   4. Early vacation from a rental unit

2                   If one of the tenants or persons who is not the tenant vacates the unit before  
3 expiration of the tenancy, a landlord shall not reduce the number of persons allowed to occupy  
4 the unit during the remainder of the tenancy.

5                   5. Limitations on screening requirements

6                   A landlord may screen a potential tenant and additional residents other than the  
7 tenant's immediate family to determine whether a potential tenant can become party to a rental  
8 agreement or additional residents can occupy the rental unit. A landlord may obtain a screening  
9 report under subsection 14.08.040.F and Chapter 14.09 for members of a tenant's immediate  
10 family but may not exclude any member of the tenant's immediate family from occupancy or  
11 becoming a party to the rental agreement based on information in the screening report, except as  
12 provided in Section 7.24.032. A landlord must comply with all other screening requirements  
13 required by law.

14                   6. Parties to the rental agreement

15                   A landlord may require by written notice that any resident who is not a member of  
16 the tenant's immediate family become a party to the rental agreement. If that resident fails to  
17 become party to the rental agreement within 30 days after receiving a written notice from the  
18 landlord requiring that resident to become a party, that resident shall vacate the unit within 45  
19 days after receiving that notice.

20                   J. Any rental agreement for a fixed term shall convert to a month-to-month tenancy upon  
21 expiration of the term.

22                   Section 2. Subsection 22.206.160.C of the Seattle Municipal Code, which section was  
23 last amended by Ordinance 126278, is amended as follows:

1 **22.206.160 Duties of owners**

2 \* \* \*

3 C. Just cause eviction

4 1. Pursuant to provisions of the Washington State Residential Landlord-Tenant  
5 Act (RCW 59.18.290), an owner may not evict a residential tenant without a court order, which  
6 can be issued by a court only after the tenant has an opportunity in a show cause hearing to  
7 contest the eviction (RCW 59.18.380). An owner of a housing unit shall not evict or attempt to  
8 evict any tenant, refuse to renew or continue a rental agreement after its expiration, or otherwise  
9 terminate or attempt to terminate the tenancy of any tenant, unless the owner can prove in court  
10 that just cause exists. Regardless of whether just cause for eviction may exist, an owner may not  
11 evict a residential tenant from a rental housing unit if: the unit is not registered with the Seattle  
12 Department of Construction and Inspections if required by Section 22.214.040; or if subsections  
13 22.206.160.C.8 or 22.206.160.C.9 provide the tenant a defense to the eviction.

14 An owner is in compliance with the registration requirement if the rental housing  
15 unit is registered with the Seattle Department of Construction and Inspections before issuing a  
16 notice to terminate tenancy. The reasons for termination of tenancy listed below, and no others,  
17 shall constitute just cause under this Section 22.206.160:

18 a. The tenant fails to comply with a 14 day notice to pay rent or vacate  
19 pursuant to RCW 59.12.030(3); a ten day notice to comply or vacate pursuant to RCW  
20 59.12.030(4); or a three day notice to vacate for waste, nuisance (including a drug-related  
21 activity nuisance pursuant to chapter 7.43 RCW), or maintenance of an unlawful business or  
22 conduct pursuant to RCW 59.12.030(5);

1                                   b. The tenant habitually fails to pay rent when due which causes the owner  
2 to notify the tenant in writing of late rent four or more times in a 12 month period;

3                                   c. The tenant fails to comply with a ten day notice to comply or vacate that  
4 requires compliance with a material term of the rental agreement or that requires compliance  
5 with a material obligation under chapter 59.18 RCW;

6                                   d. The tenant habitually fails to comply with the material terms of the  
7 rental agreement which causes the owner to serve a ten day notice to comply or vacate three or  
8 more times in a 12 month period;

9                                   e. The owner seeks possession so that the owner or a member of the  
10 owner's immediate family may occupy the unit as that person's principal residence and no  
11 substantially equivalent unit is vacant and available in the same building, and the owner has  
12 given the tenant at least 90 days' advance written notice of the date the tenant's possession is to  
13 end. The Director may reduce the time required to give notice to no less than 20 days if the  
14 Director determines that delaying occupancy will result in a personal hardship to the owner or to  
15 the owner's immediate family. Personal hardship may include but is not limited to hardship  
16 caused by illness or accident, unemployment, or job relocation. For the purposes of this Section  
17 22.206.160, "Immediate family" includes the owner's domestic partner registered pursuant to  
18 Section 1 of Ordinance 117244 or the owner's spouse, parents, grandparents, children, brothers  
19 and sisters of the owner, of the owner's spouse, or of the owner's domestic partner. There is a  
20 rebuttable presumption of a violation of this subsection 22.206.160.C.1.e if the owner or a  
21 member of the owner's immediate family fails to occupy the unit as that person's principal  
22 residence for at least 60 consecutive days during the 90 days immediately after the tenant

1 vacated the unit pursuant to a notice of termination or eviction using this subparagraph as the  
2 cause for eviction;

3 f. The owner elects to sell a single-family dwelling unit and gives the  
4 tenant at least 90 days' written notice prior to the date set for vacating, which date shall coincide  
5 with the end of the term of a rental agreement, or if the agreement is month to month, with the  
6 last day of a monthly period. The Director may reduce the time required to give notice to no less  
7 than 60 days if the Director determines that providing 90 days' notice will result in a personal  
8 hardship to the owner. Personal hardship may include but is not limited to hardship caused by  
9 illness or accident, unemployment, or job relocation. For the purposes of this Section  
10 22.206.160, an owner "elects to sell" when the owner makes reasonable attempts to sell the  
11 dwelling within 30 days after the tenant has vacated, including, at a minimum, listing it for sale  
12 at a reasonable price with a realty agency or advertising it for sale at a reasonable price in a  
13 newspaper of general circulation. There shall be a rebuttable presumption that the owner did not  
14 intend to sell the unit if:

15 1) Within 30 days after the tenant has vacated, the owner does not  
16 list the single-family dwelling unit for sale at a reasonable price with a realty agency or advertise  
17 it for sale at a reasonable price in a newspaper of general circulation, or

18 2) Within 90 days after the date the tenant vacated or the date the  
19 property was listed for sale, whichever is later, the owner withdraws the rental unit from the  
20 market, rents the unit to someone other than the former tenant, or otherwise indicates that the  
21 owner does not intend to sell the unit;

22 g. The tenant's occupancy is conditioned upon employment on the  
23 property and the employment relationship is terminated;

1                           h. The owner seeks to do substantial rehabilitation in the building;  
2 provided that, the owner must obtain a tenant relocation license if required by Chapter 22.210  
3 and at least one permit necessary for the rehabilitation, other than a Master Use Permit, before  
4 terminating the tenancy;

5                           i. The owner (i) elects to demolish the building, convert it to a cooperative,  
6 or convert it to a nonresidential use; provided that, the owner must obtain a tenant relocation  
7 license if required by Chapter 22.210 and a permit necessary to demolish or change the use  
8 before terminating any tenancy, or (ii) converts the building to a condominium provided the  
9 owner complies with the provisions of Sections 22.903.030 and 22.903.035;

10                          j. The owner seeks to discontinue use of a housing unit unauthorized by  
11 Title 23 after receipt of a notice of violation. The owner is required to pay relocation assistance  
12 to the tenant(s) of each such unit at least two weeks prior to the date set for termination of the  
13 tenancy, at the rate of:

14                                 1) \$2,000 for a tenant household with an income during the past 12  
15 months at or below 50 percent of the County median income, or

16                                 2) Two months' rent for a tenant household with an income during  
17 the past 12 months above 50 percent of the County median income;

18                           k. The owner seeks to reduce the number of individuals residing in a  
19 dwelling unit to comply with the maximum limit of individuals allowed to occupy one dwelling  
20 unit, as required by Title 23, and:

21                                 1)

1 a) The number of such individuals was more than is lawful  
2 under the current version of Title 23 but was lawful under Title 23 or Title 24 on August 10,  
3 1994;

4 b) That number has not increased with the knowledge or  
5 consent of the owner at any time after August 10, 1994; and

6 c) The owner is either unwilling or unable to obtain a  
7 permit to allow the unit with that number of residents.

8 2) The owner has served the tenants with a 30 day notice,  
9 informing the tenants that the number of tenants exceeds the legal limit and must be reduced to  
10 the legal limit,

11 3) After expiration of the 30 day notice, the owner has served the  
12 tenants with and the tenants have failed to comply with a ten day notice to comply with the limit  
13 on the number of occupants or vacate, and

14 4) If there is more than one rental agreement for the unit, the owner  
15 may choose which agreements to terminate; provided that, the owner may either terminate no  
16 more than the minimum number of rental agreements necessary to comply with the legal limit on  
17 the number of occupants, or, at the owner's option, terminate only those agreements involving  
18 the minimum number of occupants necessary to comply with the legal limit;

19 1.

20 1) The owner seeks to reduce the number of individuals who reside  
21 in one dwelling unit to comply with the legal limit after receipt of a notice of violation of the  
22 Title 23 restriction on the number of individuals allowed to reside in a dwelling unit, and:

1 a) The owner has served the tenants with a 30 day notice,  
2 informing the tenants that the number of tenants exceeds the legal limit and must be reduced to  
3 the legal limit; provided that no 30 day notice is required if the number of tenants was increased  
4 above the legal limit without the knowledge or consent of the owner;

5 b) After expiration of the 30 day notice required by  
6 subsection 22.206.160.1.1.a, or at any time after receipt of the notice of violation if no 30 day  
7 notice is required pursuant to subsection 22.206.160.1.1.a, the owner has served the tenants with  
8 and the tenants have failed to comply with a ten day notice to comply with the maximum legal  
9 limit on the number of occupants or vacate; and

10 c) If there is more than one rental agreement for the unit,  
11 the owner may choose which agreements to terminate; provided that the owner may either  
12 terminate no more than the minimum number of rental agreements necessary to comply with the  
13 legal limit on the number of occupants, or, at the option of the owner, terminate only those  
14 agreements involving the minimum number of occupants necessary to comply with the legal  
15 limit.

16 2) For any violation of the maximum legal limit on the number of  
17 individuals allowed to reside in a unit that occurred with the knowledge or consent of the owner,  
18 the owner is required to pay relocation assistance to the tenant(s) of each such unit at least two  
19 weeks prior to the date set for termination of the tenancy, at the rate of:

20 a) \$2,000 for a tenant household with an income during the  
21 past 12 months at or below 50 percent of the county median income, or

22 b) Two months' rent for a tenant household with an income  
23 during the past 12 months above 50 percent of the county median income;

1                   m. The owner seeks to discontinue use of an accessory dwelling unit for  
2 which a permit has been obtained pursuant to Sections 23.44.041 and 23.45.545 after receipt of a  
3 notice of violation of the development standards provided in those sections. The owner is  
4 required to pay relocation assistance to the tenant household residing in such a unit at least two  
5 weeks prior to the date set for termination of the tenancy, at the rate of:

6                                   1) \$2,000 for a tenant household with an income during the past 12  
7 months at or below 50 percent of the county median income, or

8                                   2) Two months' rent for a tenant household with an income during  
9 the past 12 months above 50 percent of the county median income;

10                   n. An emergency order requiring that the housing unit be vacated and  
11 closed has been issued pursuant to Section 22.206.260 and the emergency conditions identified  
12 in the order have not been corrected;

13                   o. The owner seeks to discontinue sharing with a tenant of the owner's  
14 own housing unit, i.e., the unit in which the owner resides, seeks to terminate the tenancy of a  
15 tenant of an accessory dwelling unit authorized pursuant to Sections 23.44.041 and 23.45.545  
16 that is accessory to the housing unit in which the owner resides, or seeks to terminate the tenancy  
17 of a tenant in a single-family dwelling unit and the owner resides in an accessory dwelling unit  
18 on the same lot. This subsection 22.206.160.C.1.o does not apply if the owner has received a  
19 notice of violation of the development standards of Section 23.44.041. If the owner has received  
20 such a notice of violation, subsection 22.206.160.C.1.m applies;

21                   p. A tenant, or with the consent of the tenant, the tenant's subtenant,  
22 sublessee, resident, or guest, has engaged in criminal activity on the premises, or on the property  
23 or public right-of-way abutting the premises, and the owner has specified in the notice of



1 termination the crime alleged to have been committed and the general facts supporting the  
2 allegation, and has assured that the Seattle Department of Construction and Inspections has  
3 recorded receipt of a copy of the notice of termination. For purposes of this subsection  
4 22.206.160.C.1.p, a person has "engaged in criminal activity" if the person:

5 1) Engages in drug-related activity that would constitute a  
6 violation of chapters 69.41, 69.50, or 69.52 RCW, or

7 2) Engages in activity that is a crime under the laws of this state,  
8 but only if the activity substantially affects the health or safety of other tenants or the owner.

9 2. Any rental agreement provision which waives or purports to waive any right,  
10 benefit or entitlement created by this subsection 22.206.160.C shall be deemed void and of no  
11 lawful force or effect.

12 3. With any termination notices required by law, owners terminating any tenancy  
13 protected by this Section 22.206.160 shall advise the affected tenant or tenants in writing of the  
14 reasons for the termination and the facts in support of those reasons.

15 4. If a tenant who has received a notice of termination of tenancy claiming  
16 subsection 22.206.160.C.1.e, 22.206.160.C.1.f, or 22.206.160.C.1.m as the ground for  
17 termination believes that the owner does not intend to carry out the stated reason for eviction and  
18 makes a complaint to the Director, then the owner must, within ten days of being notified by the  
19 Director of the complaint, complete and file with the Director a certification stating the owner's  
20 intent to carry out the stated reason for the eviction. The failure of the owner to complete and file  
21 such a certification after a complaint by the tenant shall be a defense for the tenant in an eviction  
22 action based on this ground.

1                   5. In any action commenced to evict or to otherwise terminate the tenancy of any  
2 tenant, it shall be a defense to the action that there was no just cause for such eviction or  
3 termination as provided in this Section 22.206.160.

4                   6. It shall be a violation of this Section 22.206.160 for any owner to evict or  
5 attempt to evict any tenant or otherwise terminate or attempt to terminate the tenancy of any  
6 tenant using a notice that references subsections 22.206.160.C.1.e, 22.206.160.C.1.f,  
7 22.206.160.C.1.h, 22.206.160.C.1.k, 22.206.160.C.1.l, or 22.206.160.C.1.m as grounds for  
8 eviction or termination of tenancy without fulfilling or carrying out the stated reason for or  
9 condition justifying the termination of such tenancy.

10                  7. An owner who evicts or attempts to evict a tenant or who terminates or  
11 attempts to terminate the tenancy of a tenant using a notice which references subsections  
12 22.206.160.C.1.e, 22.206.160.C.1.f or 22.206.160.C.1.h as the ground for eviction or termination  
13 of tenancy without fulfilling or carrying out the stated reason for or condition justifying the  
14 termination of such tenancy shall be liable to such tenant in a private right for action for damages  
15 up to \$2,000, costs of suit, or arbitration and reasonable attorney's fees.

16                  8. Except as provided in subsection 22.206.160.C.8.d, it is a defense to eviction if:

17                   a. The eviction would result in the tenant having to vacate the housing unit  
18 at any time between December 1 and March 1; and

19                   b. The tenant household is a moderate-income household as defined in  
20 Section 23.84A.016; and

21                   c. The housing unit that the tenant would have to vacate is owned by a  
22 person who owns more than four rental housing units in The City of Seattle. For purposes of this  
23 subsection 22.206.160.C.8.c, "owns" includes having an ownership interest in the housing units.

1                                   d. If the reason for termination of the tenancy is due to conditions  
2 described in subsections 22.206.160.C.1.e, 22.206.160.C.1.f provided that the tenant was  
3 provided at least 90 days' written notice prior to the date set for vacating the unit,  
4 22.206.160.C.1.j, 22.206.160.C.1.k, 22.206.160.C.1.m, 22.206.160.C.1.n, 22.206.160.C.1.o, or  
5 22.206.160.C.1.p, or if the reason for termination is due to the tenant's failure to comply with a  
6 three day or ten day notice to vacate for a drug-related activity nuisance pursuant to chapter 7.43  
7 RCW or maintenance of an unlawful business or conduct pursuant to RCW 59.12.030(5) or  
8 because the tenant's conduct has a substantial detrimental impact on, or constitutes an imminent  
9 threat to, the health or safety of other tenants in the rental building or the owner, the eviction may  
10 occur as otherwise allowed by law.

11                                   e. A rent mitigation fund is created to provide funds to eligible low-  
12 income tenant households at risk of residential eviction during the period described in subsection  
13 22.206.160.C.8, if other sources of funds are not available to assist the tenant, or to provide  
14 financial assistance to a non-profit corporation or other housing provider that cannot evict a  
15 tenant from a rental housing unit during the period described in subsection 22.206.160.C.8  
16 because the unit is subject to restrictions on tenant incomes or rent as a condition of that  
17 assistance.

18                                   1) Tenant eligibility. To be eligible to receive funds, (1) the reason  
19 for termination must include nonpayment of rent; and (2) the tenant household must be a low-  
20 income household as defined in Section 23.84A.016; and (3) the tenant must demonstrate that the  
21 tenant does not have the financial resources to avoid eviction; and (4) the tenant must request  
22 mitigation funds on or before the date a writ of restitution is executed.



1 information for the notice shall be adopted by the Seattle Department of Construction and  
2 Inspections by rule.

3 9.

4 a. Subject to the requirements of subsection 22.206.160.C.9.b, it is a  
5 defense to eviction if the eviction would result in the tenant having to vacate the housing unit  
6 within six months after the termination of the Mayor's eviction moratorium, and if the reason for  
7 terminating the tenancy is:

8 1) The tenant fails to comply with a 14-day notice to pay rent or  
9 vacate pursuant to RCW 59.12.030(3) for rent due during, or within six months after the  
10 termination of, the Mayor's residential eviction moratorium; or

11 2) The tenant habitually fails to pay rent resulting in four or more  
12 pay-or-vacate notices in a 12-month period.

13 For purposes of this subsection 22.206.160.C.9, "termination of the  
14 Mayor's residential eviction moratorium" means termination of subsection 1.C (creating a  
15 defense to a pending eviction action) of the moratorium on residential evictions ordered by the  
16 Mayor's civil emergency order, as amended by the Council in Resolution 31938 on March 16,  
17 2020.

18 b. The tenant may invoke the defense provided in subsection  
19 22.206.160.C.9.a only if the tenant has submitted a declaration or self-certification asserting the  
20 tenant has suffered a financial hardship and is therefore unable to pay rent.

21 c. If a landlord issues a notice to terminate a tenancy due to a reason listed  
22 in subsections 22.206.160.C.9.a.1—2, and if the landlord issues that notice within six months  
23 after the termination of the Mayor's residential eviction moratorium, the notice must contain the

1 following statement: "If you cannot pay rent, during or within 6 months after the end of the  
2 Mayor's moratorium on evictions, your inability to pay is a defense to eviction that you may raise  
3 in court." It is a defense to eviction if the notice does not contain that statement.

4 d. An award of attorneys' fees and statutory court costs to a landlord  
5 arising from an eviction proceeding arising from a notice to terminate a tenancy due to a reason  
6 listed in subsections 22.206.160.C.9.a.1—2 is prohibited unless otherwise allowed by law.

7 10. If a tenant has agreed to terminate a tenancy, including but not limited to  
8 agreement via a termination clause in a rental agreement or in a separate termination agreement,  
9 the tenant may rescind such an agreement:

10 a. within ten business days after signing the agreement by delivering  
11 written or electronic notice of rescission to the landlord; or

12 b. after more than ten business days since signing the agreement by  
13 establishing that the tenant entered into the agreement improvidently. Improvidence may be  
14 demonstrated by inequality of bargaining power, the tenant's vulnerability, legitimacy of the  
15 landlord's reason for seeking termination, and the tenant's ability to procure alternative housing.

1 Section 3. This ordinance shall take effect and be in force 30 days after its approval by  
2 the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it  
3 shall take effect as provided by Seattle Municipal Code Section 1.04.020.

4 Passed by the City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021,  
5 and signed by me in open session in authentication of its passage this \_\_\_\_\_ day of  
6 \_\_\_\_\_, 2021.

7 \_\_\_\_\_  
8 President \_\_\_\_\_ of the City Council

9 Approved / returned unsigned / vetoed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

10 \_\_\_\_\_  
11 Jenny A. Durkan, Mayor

12 Filed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

13 \_\_\_\_\_  
14 Monica Martinez Simmons, City Clerk

15 (Seal)