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1.0 Law & Legal CLE Credit – A/V Approval # 111 3833

Recording Date – July 12, 2019

Recording Availability – August 12, 2019

Meeting Location	Date	Time	Topic
King County Bar Association 1200 Fifth Avenue – Suite 700 Seattle, WA	Friday, July 12, 2019	12:00 AM to 1:30 PM	Seattle Landlord & Tenant Ordinances

AGENDA

11:45 – 12:00 pm	Registration & Coffee Service
12:00 – 1:15 pm	Overview of Seattle Landlord/Tenant Laws <ul style="list-style-type: none"> • Just Cause Eviction Ordinance • Tenant Relocation Assistance Ordinance <ul style="list-style-type: none"> ○ Special types: illegal units and emergency orders ○ TRAO Avoidance • Prohibited Acts <ul style="list-style-type: none"> ○ Illegal lockouts ○ Notice to enter ○ Housing costs increases ○ Code violation & rent increases • New Deposits and Fees ordinance <ul style="list-style-type: none"> ○ Caps on what can be charged at the outset of the tenancy ○ Brightline issues that we can resolve at the end of the tenancy
1:15 – 1:30 PM	Questions & Discussions
1:30 PM	Evaluations & Adjourn

Biographies

Michele Hunter is a graduate of William & Mary Law School. After graduation, Michele did a 1-year Public Service Fellowship with the Housing Justice Project, working with tenants in both King County courthouse clinics. She then went to the Legal Action Center, to continue defending tenants facing eviction and subsidy termination as a staff attorney. Michele is now a Code Compliance Analyst Supervisor at the City of Seattle where she helps to enforce the tenant protections of the Seattle Municipal Code.

HOW DO I EARN CREDIT FOR SELF-STUDY OR AUDIO/VISUAL (A/V) COURSES?

For pre-recorded A/V (self-study) programs, although the sponsor should apply for accreditation, **lawyers need to report the credits earned for taking the course.**

To add an approved course to your roster, follow the procedures below:

- ❖ Go to the "mywsba" website at www.mywsba.org/.
- ❖ Log in.
- ❖ Click on the "Access MCLE" link in the "MCLE Info" box on your home profile page.
- ❖ Click on "Add Activity." Search to find the approved course in our system. (See search suggestions on the screen.)

Adding a Recorded Course

Select Recorded Course from the Add New Activity screen.

You can search by Activity ID (**information is included on the first page of the materials that you receive with the recording**) or by specific Activity Details. For the Activity Details search, you can use keywords for the title, sponsor name and date.

After entering your search criteria and selecting Search at the bottom of the screen, a list of possible activities will be provided.

You can select the correct one by clicking the Activity ID. This will take you to the specific activity. Entered the date(s) on which you began and ending viewing this recorded activity.

Then claim the correct credits for which you attended this activity in the Credits Claimed fields and click the Submit button at the bottom of the page.

You will receive a confirmation message at the top of your screen stating, "The activity has been added to your roster."

Renting in Seattle



Presented by Dulcie O'Sullivan
City of Seattle – Department of Construction and Inspections

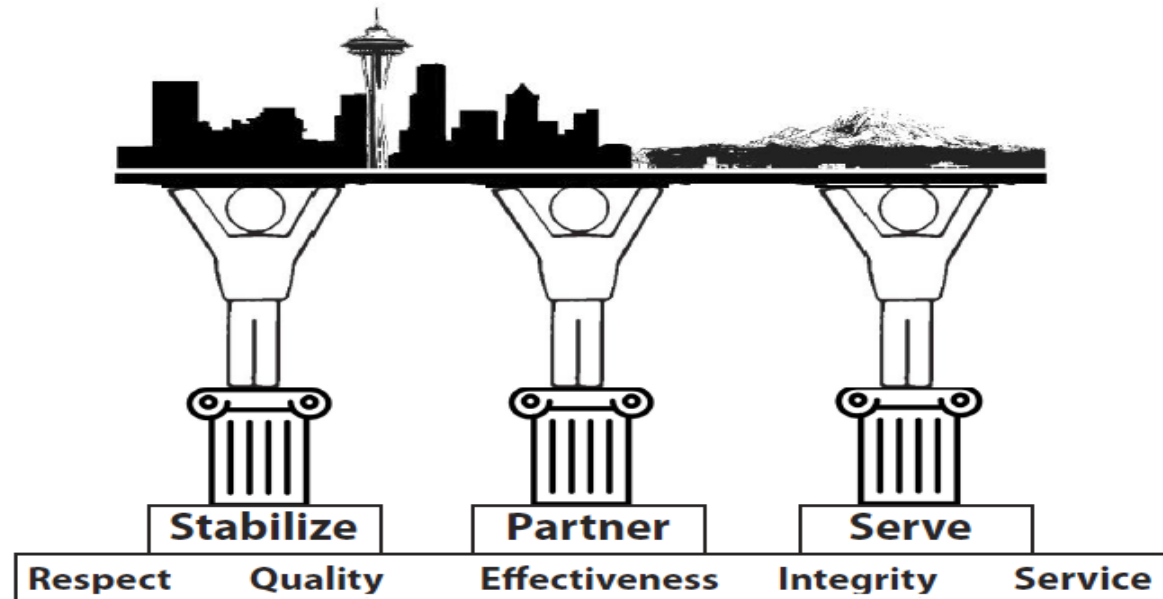
SDCI PURPOSE AND VALUES

Our Purpose

As stewards and regulators of land and buildings, we preserve and enhance equity, livability, safety, and health of our communities.

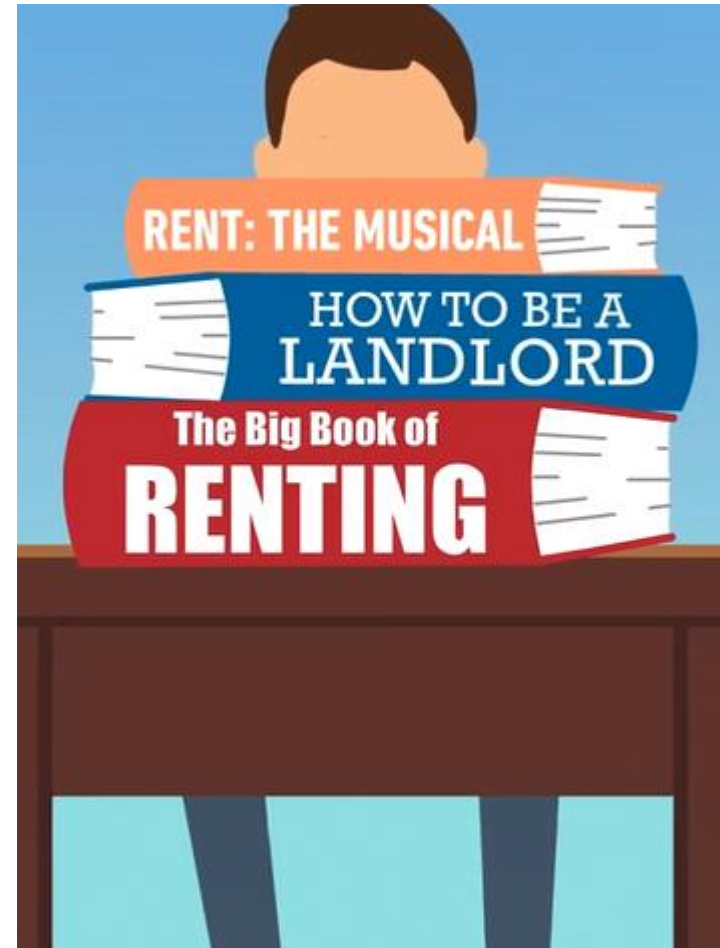
Our Values

- Respect
- Quality of work
- Effectiveness
- Integrity
- Service



Renting in Seattle: The Story of Renting

- Finding a Home
- Moving In
- The Rental Relationship
- Moving Out



Renting Safe Homes

- Is the rental unit registered? SMC 22.214
- All rental units in Seattle must be registered with few exceptions, Defense to Eviction*
- Minimum standards exist for
 - Space & Occupancy (floor area)
 - Light & Ventilation (windows, air flow)
 - Sanitation (kitchen, bathrooms, plumbing)
 - Structural (roofs, foundations, chimneys)
 - Mechanical (heating, electrical)
 - Fire & Safety (stairs, exits, egress)
 - Security (entry locks, observation ports)
- Rental inspections required every 5-10 years

RRIO checklist is found at www.seattle.gov/RRIO



Zoning: SMC Title 23 amended by CB 119544

Occupancy Standards are changing!

- Sizes of units are allowed to be smaller
- Owner occupancy requirement gone
- More “backyard cottages” (ADUs and DADUs)
- Cap on unrelated occupants: up to 8 people in all units if there is one ADU & up to 12 people total if two ADUs on the lot
- The City does not regulate how people use their living space, but sleeping rooms must be safe
- Relocation Assistance*



Rental Agreement Regulation Ordinance 7.24



If the landlord collects a refundable deposit:

- ✓ **Rental agreement must be in writing** and describe the terms and conditions under which the deposit may be withheld;
- ✓ **Provide the tenant a checklist** stating the conditions of the property at the commencement of the tenancy;
- ✓ **Checklist must be signed and dated** by the landlord and tenant;
- ✓ Landlord must **place the deposit in a trust account.**
- ✓ Landlord must provide the itemized list of damages or return the full security deposit within **21 days after move-out**

Information for Tenants

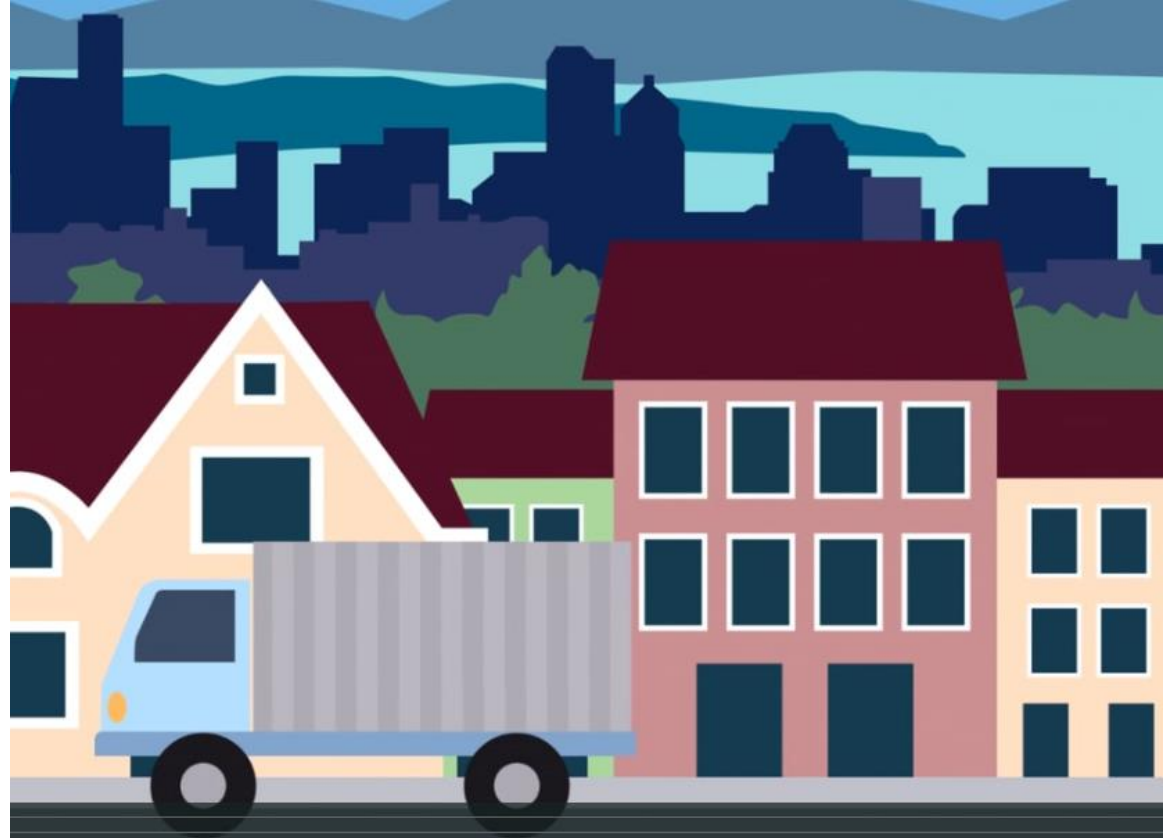
Landlords must provide tenants with a [packet summarizing landlord-tenant law](#) in Seattle and Washington State, includes Voter's Registration

- Landlord must provide the summary:
 - prospective tenants
 - at each lease renewal
 - month-to-month tenants at least once year
 - within 30 days of any update by SDCI
- If not provided, rental agreements are voidable on 20 day notice from tenant



Move-in Costs, SMC 7.24

- Seattle limits move-in costs (except holding deposits)
- Fees are non-refundable versus deposits are fully refundable
- Fees can only be charged for (actual) screening or cleaning
- Fees cannot exceed 10% of one month's rent
- Security deposit and fees combined cannot exceed a total of one month's rent.

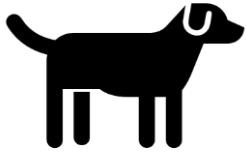


Pet Charges, SMC 7.24



- A landlord can charge an additional pet deposit of 25% of one month's rent in addition to security deposit and move-in fees
- Per pet? No, *per household*
- Pet Rent is allowed
- Pet deposits do not apply to service animals

Pets Vs Service Animals



The definition of service animal is broad in Seattle

No training or certification required



"No pet" policies do not apply

Therapy
Emotional
Service
Assistance
Comfort
Companion

Examples of Move-in Costs



- Tracy is a single-person household with a dog. The rent for the unit she's moving into is \$1200 per month.
- Tracy's landlord can charge
 - \$45 screening fee
 - \$75 cleaning fee
 - \$1080 security deposit
 - \$300 pet deposit

Tracy's total move-in costs can equal up to a maximum of \$1,500

Examples of Move-in Costs



Hamid and Fatima with their two children are a four-person household.

Rent is \$2,200 per month

Their Landlord can charge

- \$90 ($\45×2) screening fee
- \$130 cleaning fee
- \$1980 security deposit

The family's total move-in costs can equal up to a maximum of \$2,200

Installment Payments - Deposits & Fees



- Six month tenancy = six equal monthly installments.
- 30 days – six month tenancy = four equal consecutive installments of equal duration.
- Month to month = two equal installments.
- No installments for deposit/fees if the total does not exceed 25% of one month's rent.
- Pet deposit = three equal installments.

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Installment Payments – Last Month’s Rent

- Six month tenancy = six equal, consecutive, monthly installments.
- 60 days – Six month tenancy = four equal, payments of equal duration.
- No fees, penalties, interest may be charged for installment payments.
- If tenant fails to pay installments as agreed “14Day Notice to Comply”*



Alternatively, landlord and tenant can make their own payment schedule by mutual agreement.

Enforcement and Penalties

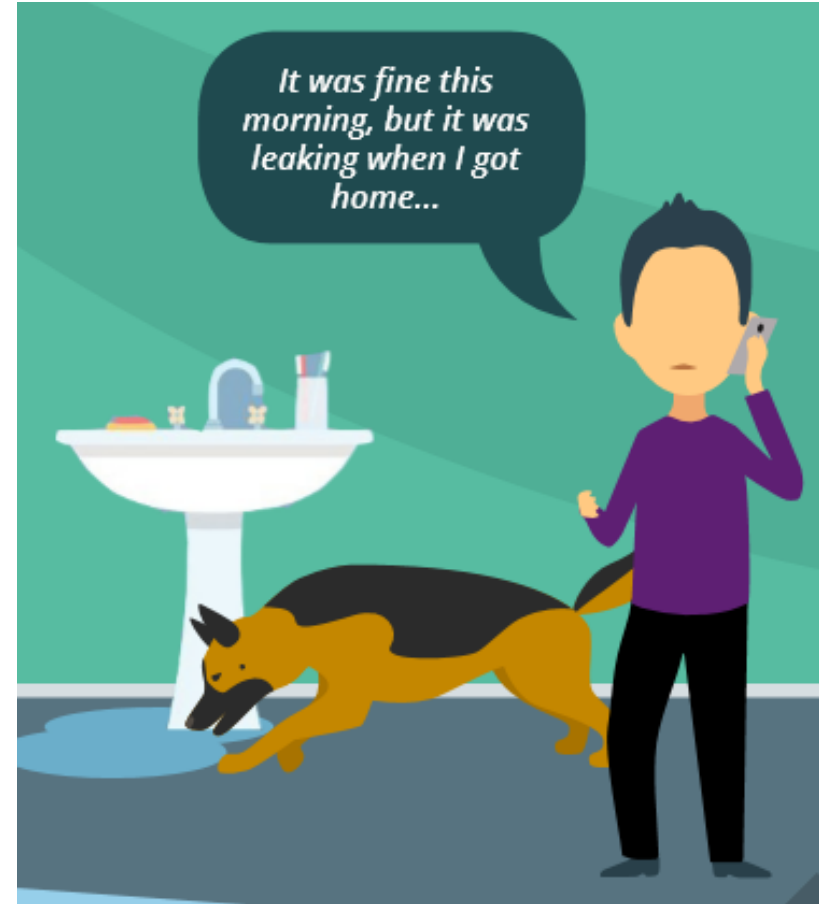
- SDCI's Goal: **Voluntary Compliance**
- **Enforcement, SMC 7.24.120.B:**
 - **First and Second violations = Citations, SMC 7.24.130**
 - 1st violation: \$500
 - 2nd violation + each subsequent violation within 5 years: \$1,000

Enforcement and Penalties

- **Subsequent violations** may also be enforced at the Director's discretion with either Notice of Violation OR using alternative criminal provisions
 - **Notices of Violation** SMC 7.24.140 : \$150/ day for first 10 days, \$500/day thereafter plus recorded on title
 - **Alternative Criminal Penalty**, SMC 7.24.150: Any person who has at least 2 citations and 1 NOV within 3 years shall upon conviction be guilty of a misdemeanor, prosecuted by City Attorney

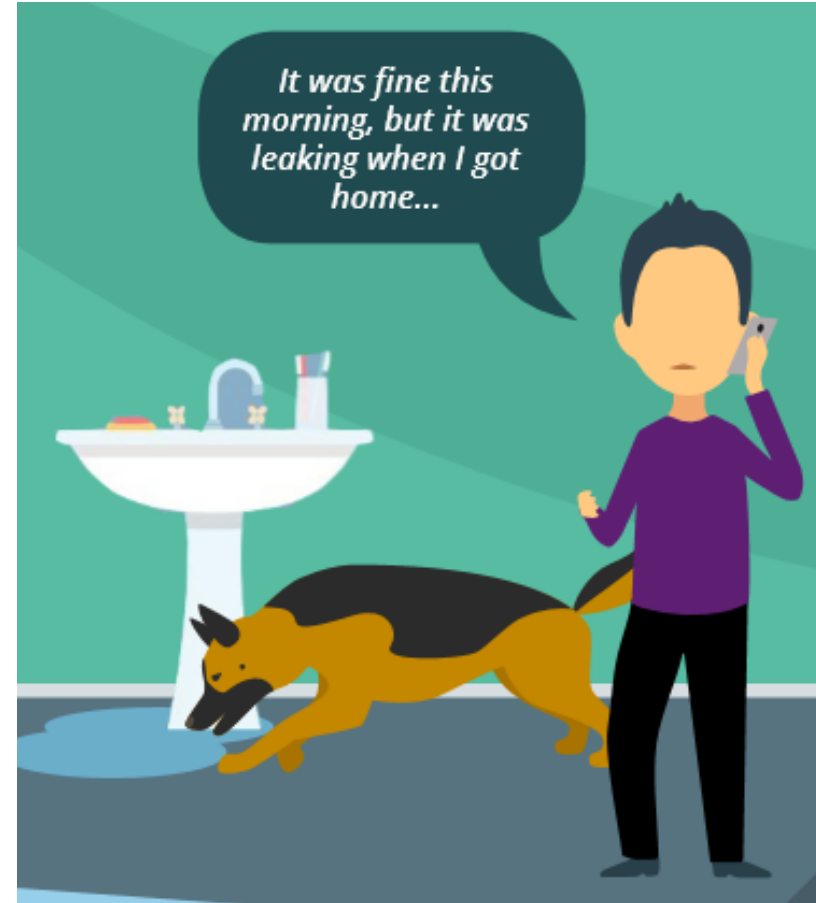
The Rental Relationship - Repairs

- Repair requests in writing
- State law requires landlords to respond to repairs in specific time frame
- If the landlord fails to respond, call (206) 615-0808. An Inspector will schedule a day and time to inspect the unit and require the landlord to correct any housing violations
- Lack of water, power and heat are considered emergency conditions by the City.



Emergency Order, SMC 22.206.265

- Only applies to imminent threat situations within the owner's control
- “Vacate and Close” order issued, tenants must actually vacate by expiration of order
- Tenants with household AMI of less than 50% receive \$4,734*
- Tenants who do not qualify as low income receive 2x months' rent
- City may advance costs for low income tenants and then recoup from owner



Prohibited Acts, SMC 22.206.180



- **Lock-outs:** Changing locks on unit doors or removing tenants except through legal eviction process
- **Constructive Eviction:** Removing doors, windows, fuse box, or other fixtures OR discontinuing utilities supplied by owner
- **Entering without notice and consent**
- **Prohibiting tenant organizing efforts**

Housing Cost (RENT) Increase

- Before 7/28/19:
 - 60 Days advance written notice for increase of 10% or more *over the last 12 months*
 - 30 Days advance written notice for less than 10% increase *over the last 12 months*
- After 7/28/19:
 - State law requires 60 days' notice for all increases, city law catching up!*
 - Housing cost definition will match the state's definition of rent



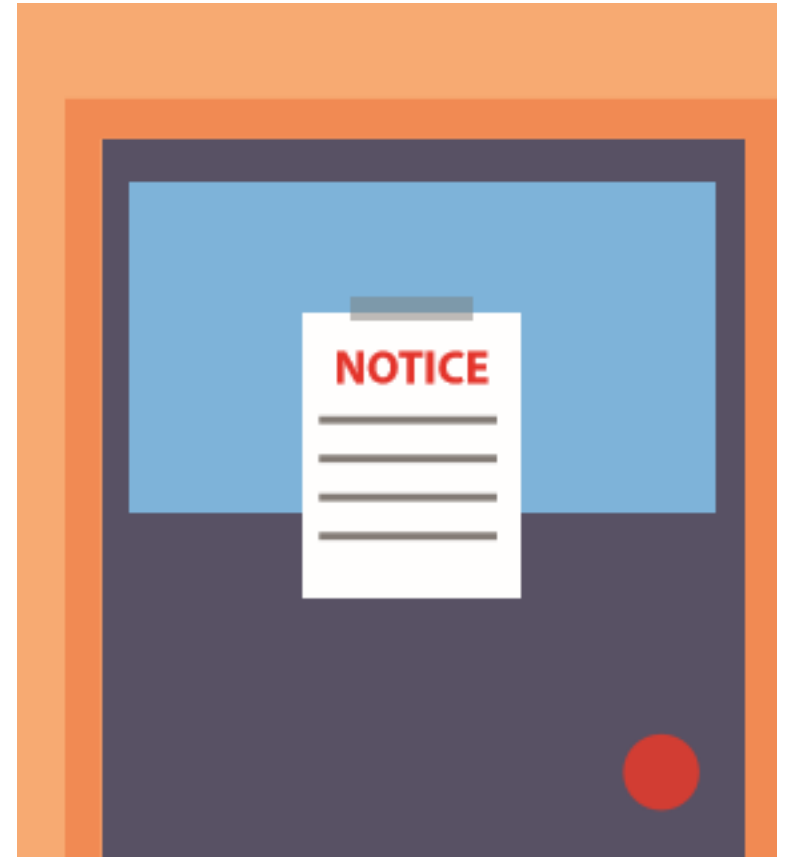
Rent Increase & Minimum Standards 22.180.160.J



- Units must meet minimum standards from RRIO Checklist BEFORE increase
- After receipt of increase notice, Tenant must inform owner of conditions in writing
- Tenant or Landlord request SDCI inspection
- If violation confirmed, the rent increase is stayed until corrected
- If tenant pays increase, credited or refunded before next rental period

Retaliation SMC 22.206.180

- Eviction action, increase rent, punitive actions or threats
- Presumption within 90 days of complaint to SDCI, the police, or otherwise attempt to exercise legal rights
- Rebuttable under state law if tenant behind in rent or repairs needed that require vacant unit
RCW 59.18.240-250



Enforcement and Penalties

- SDCI's Goal: **Voluntary Compliance**
- **Notices of Violation, SMC 22.206.220:** \$150/ day for first 10 days, \$500/day thereafter plus recorded on title
- **Tenant's private right of action, SMC 22.206.305 :** actual damages or liquidated damages of up to **\$3,000** where damages difficult to prove. Such damages when awarded are to be on a **per incident, rather than a per tenant**, basis. The prevailing party in any such action may recover costs of the suit and attorney fees.

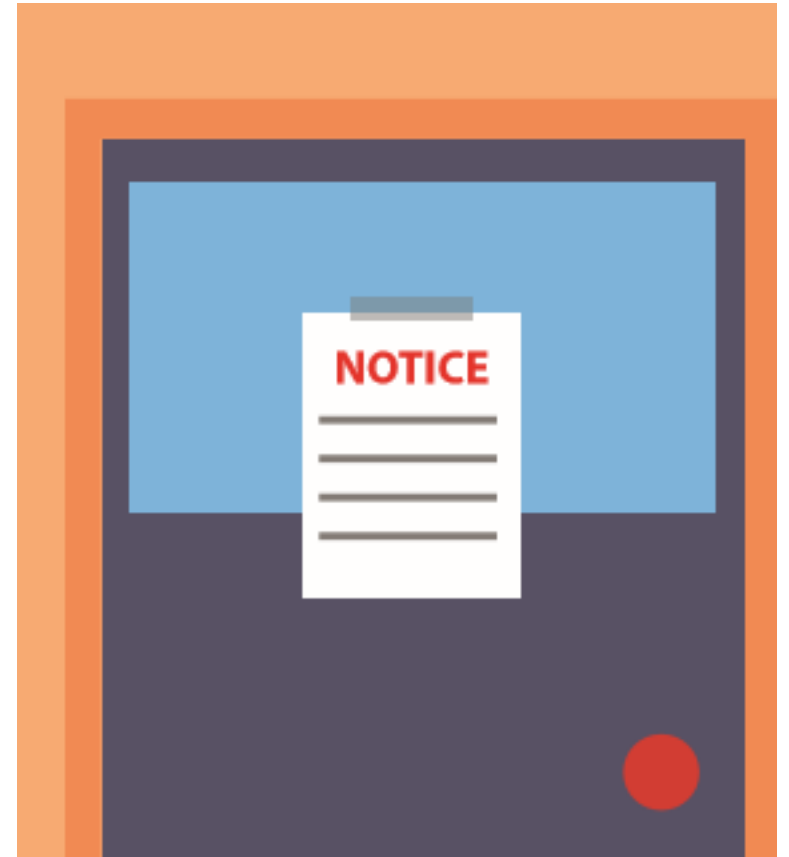
Moving Out

- Month to month tenants must give a minimum of 20 days written notice prior to the end of the month.
- Failure to give proper notice can make tenant responsible for the following month's rent.
- A landlord must have **Just Cause** to terminate a month by month tenancy.
- There are 18 specific just cause reasons which require specific notice periods depending on the cause.



Notices must be technically correct

- Notices must meet both city and state requirements.
- For example, housing cost increase notices must include information about your tenant rights*
- Landlords must attempt personal service and failing that, serve notices by both posting conspicuously and mailing by first class mail
- Notices to Terminate must be in writing and state the Just Cause reason and facts in support of that reason



Just Cause SMC 22.206.160.C



- Tenants cannot waive Just Cause rights
- Only applies to month-to-month tenancies, *Carlstrom v. Hanline*, 98 Wash. App. 780, 990 p.2d. 986 (2000).
- Tenants can ask for certification for certain notices:
 1. owner seeks possession
 2. elects to sell
 3. must discontinue an illegal unit
- If owner doesn't certify within 10 days= defense to eviction, SMC 22.206.160.C.4
- If Owner does not carry out stated reason: \$3,500 penalty and liable to Tenant in private right of action \$2,000 plus court, arbitration, and costs and attorney fees, SMC 22.206.160.C.7

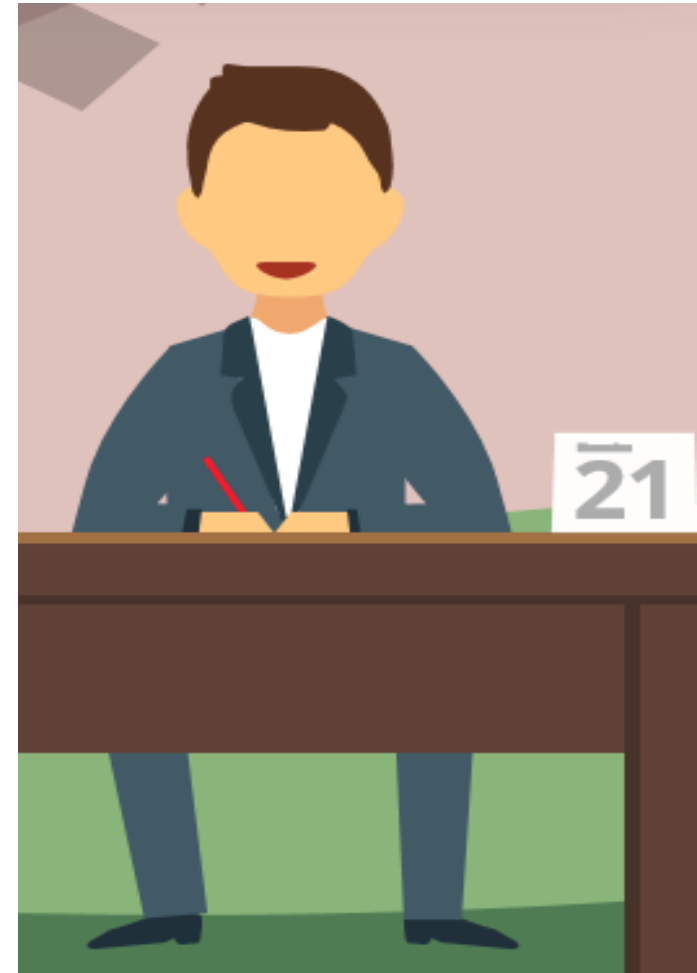
Just Cause Reasons



- **Violations of obligations:** 14 day notice, 10 day, 3 day waste/nuisance
- **“Habitual Failure”** over 12 months (20 day notice):
 - 4+ Notice to Pay rent or Vacate
 - 3+ Notices to Comply with lease terms or reasonable obligations
- **Owner seeks to discontinue sharing** when owner lives on property
- **Tenant engages in or consents to criminal activity on property**
 - Crime and general facts must be specified
 - Copy of notice to SDCI is required

Just Cause: Owner to Move-in or Sell Home

- **Owner/family member to occupy as principal residence—90 days**
 - No substantially equivalent unit is vacant
 - Must occupy for at least 60 consecutive days during 90 days immediately after tenant vacates
 - Hardship request option
- **Owner to sell—90 days**
 - Single family dwelling unit ONLY
 - Must make reasonable attempt to sell within 30 days after tenant vacates unit
 - Listing it at a reasonable price
 - Keep it on the market for at least 90 days after tenant vacates the property



Just Cause Enforcement & Remedies

- SDCI's goal is **Voluntary Compliance**: Rescind the notice in writing
- **Notices of Violation**, SMC 22.206.220: \$150/ day for first 10 days, \$500/day thereafter plus recorded on title
- **Tenant's private right of action**, SMC 22.206.160.C.7 : damages up to \$2,000, costs of suit, arbitration, and reasonable attorney's fees
- **Defense to Eviction**: if no Just Cause OR if no certification when requested by SDCI

Just Cause and Relocation Assistance



Some termination notices require payment of **CITY relocation assistance** to renters:

- Zoning violations* must be paid at least 2 weeks prior: \$2,000 if low-income; otherwise 2 months' rent
- Emergency order to vacate and close for imminent health and safety risk.

TRAO: Displacement by development – demolition, substantial rehab, change of use, removal of use restrictions is authorized and restricted by state law

Tenant Relocation Assistance Ordinance TRA0

- SMC 22.210
- Landlords apply for license, must give info packet to tenants within 30 days
- Tenants get 30 days to apply for assistance if low-income tenants may get relocation assistance
 - SDCI determines eligibility (50% AMI)
 - \$3,998 (half paid by owner, half by City)
- 90 Day Notice of Development Activity – after eligibility determination, NOT a Termination Notice
- License issued after 90 day period
- Just Cause requires license AND permit before 20 day Notice to Terminate



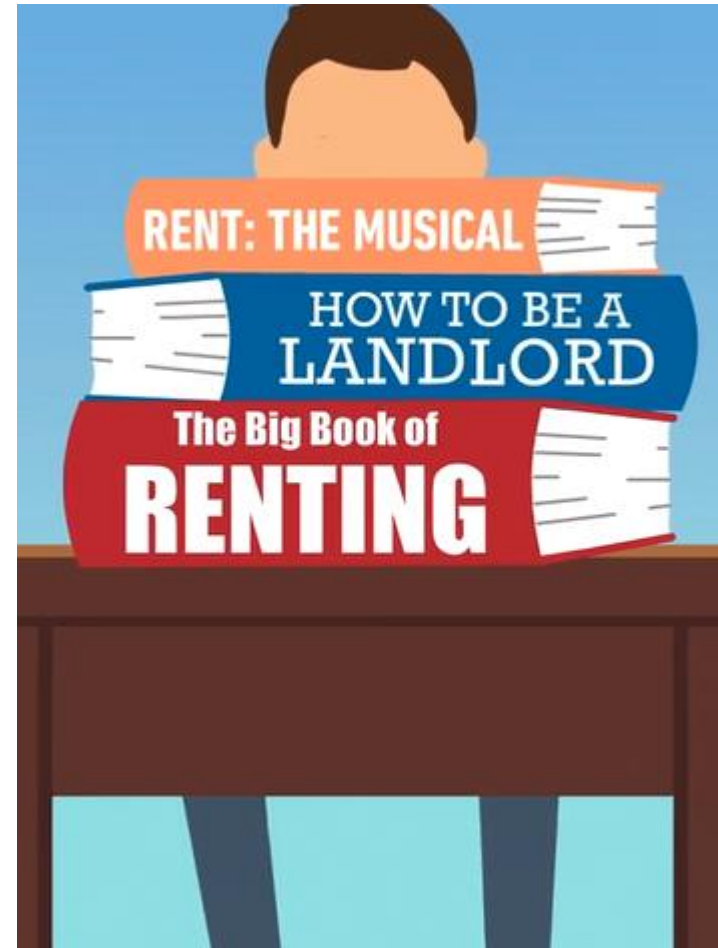
Rent Increase to Avoid TRAO SMC 22.210.136



- If rent increase of 10% or more over previous 12 months for same unit and services:
 - T complains to SDCI
 - Owner certify within 10 days
 - no certification is presumed avoidance **and a defense to eviction for not paying increase**
- Presumption: Within 90 days of an increase of 20% or more, tenant vacates AND within 180 days, the owner
 - Engages in Substantial Rehab
 - Applies for permits

What's Next? Legislative Proposals

- Improving transactions related to non-electronic payments of rent
- Reasonable notice for planned utility shut-offs
- Distribution of information about the availability of assistance
- Standardized Relocation Assistance
- Protect domestic violence victims from being held liable by their landlord for property damage caused by their abuser
- Address the financial impacts of tenant-initiated lease terminations
- Lease limitations on roommates and family members



Questions?

Renting in Seattle

An illustration of a family walking on a path. On the left is a red brick building. In the center, a woman in a red top and blue skirt walks with a woman in a blue top and teal skirt who is carrying a baby in a blue carrier. A small girl in a purple dress walks between them. On the right, a man in a blue shirt and a woman in a purple top are seen from behind, looking out at the water. A brown dog is sitting between them. The water is blue with several white sailboats. The sky is light blue with some clouds.

SDCI Renter Protections – Call (206) 615-0808

www.seattle.gov/rentinginseattle