



Legislation Passed July 11, 2023

The Tacoma City Council, at its regular City Council meeting of July 11, 2023, adopted the following resolutions and/or ordinances. The summary of the contents of said resolutions and/or ordinances are shown below. To view the full text of the document, click on the bookmark at the left of the page.

Resolution No. 41234

A resolution awarding a contract to Specialized Pavement Marking, LLC, in the amount of \$683,654.80, plus applicable taxes, plus a 10 percent contingency, for a cumulative total of \$752,020.28, budgeted from the Street Fund, for repainting and maintaining existing roadway striping, including applicable bike lane striping, throughout the City - Specification No. PW23-0111F.

[Basel Kitmitto, P.E., Project Manager; Josh Diekmann, P.E. PTOE, Interim Director, Public Works]

Resolution No. 41235

A resolution authorizing the execution of a Multi-Family Housing 12-Year Limited Property Tax Exemption Agreement with 4011SPS LLC, for the development of 20 multi-family market and regulated rate rental housing units, located at 4011 South Puget Sound Avenue, in the Tacoma Mall Mixed-Use Center.

[Debbie Bingham, Project Manager; Jeff Robinson, Director, Community and Economic Development]

Resolution No. 41236

A resolution authorizing the execution of a Multi-Family Housing 12-Year Limited Property Tax Exemption Agreement with AS10X20 LLC, for the development of 120 multi-family market and regulated rate rental housing units, located at 3243, 3247, and 3251 South Thompson Avenue, in the Lincoln Mixed-Use Center.

[Debbie Bingham, Project Manager; Jeff Robinson, Director, Community and Economic Development]

Resolution No. 41237

A resolution transmitting a ballot measure to the Pierce County Auditor to be placed on the ballot for the General Election on Tuesday, November 7, 2023, which reads:

CITY OF TACOMA
CITIZENS' INITIATIVE MEASURE NO. 1

Citizens' Initiative Measure No. 1 concerns enacting rental requirements for landlords and rental rights for tenants.

This measure would require landlords to comply with health and safety laws before raising rent or evicting a tenant; set limits on certain rental fees; require landlords provide two notices to increase rent and offer relocation assistance when the increase is 5% or more; create a defense against certain student/schoolyear evictions, evictions between November 1 and April 1, and evictions against servicemembers, seniors, families and others with protected status under the measure; and provide penalties and enforcement mechanisms.

Should this measure be enacted into law?

Yes []

No []

[Susan Haigh, Interim City Clerk; Bill Fosbre, City Attorney]

Amended Resolution No. 41238

A resolution transmitting a ballot measure to the Pierce County Auditor to be placed on the ballot for the General Election on Tuesday, November 7, 2023, which reads:

MEASURES NO. 1 AND 2 CONCERN RENTAL HOUSING CODE REGULATIONS

Measure No. 1 would require landlords to comply with health and safety laws before raising rent or evicting a tenant; set limits on certain rental fees; require landlords provide two notices to increase rent and offer relocation assistance when the increase is 5% or more; create a defense against certain student/schoolyear evictions, evictions between November 1 and April 1, and evictions against servicemembers, seniors, families and others with protected status under the measure; and provide penalties and enforcement mechanisms.

As an alternative, the Tacoma City Council proposes Measure No. 2, which would repeal and reenact portions of the City’s rental housing code and require landlords to comply with health and safety laws; have a City license before increasing rent or evicting tenants; set limits on rent late fees and pet deposits; require 120 day notice to raise rent; add new regulations for shared housing; standardize screening criteria for tenant income required to qualify for housing, for reviewing tenant’s criminal history and identification.

Should either of these measures be enacted into law?

Yes []

No []

2. Regardless of whether you voted yes or no above, if one of these measures is enacted, which one should it be?

Measure No. 1 []

or

Measure No. 2 []

[Mayor Woodards]

Amended Substitute Ordinance No. 28894

An ordinance amending Chapter 1.95 of the Municipal Code, relating to the Rental Housing Code, to require landlords to comply with health and safety laws; have a City business license before increasing rent or evicting tenants; set limits on late fees for rent and on pet deposits; require 120-day notice to raise rent; add new regulations for shared housing; and standardize screening criteria for the amount of tenant income required to qualify for housing, for reviewing a tenant’s criminal history, and acceptable identification.

[Mayor Woodards]



RESOLUTION NO. 41234

1 A RESOLUTION related to the purchase of materials, supplies or equipment, and
2 the furnishing of services; authorizing the execution of a contract with
3 Specialized Pavement Marking, LLC, in the amount of \$683,654.80, plus
4 applicable taxes, plus a 10 percent contingency, for a cumulative total of
5 \$752,020.28, budgeted from the Street Fund, for repainting and maintaining
6 existing roadway striping, including applicable bike lane striping, throughout
7 the City, pursuant to Specification No. PW23-0111F.

8 WHEREAS the City has complied with all applicable laws and processes
9 governing the acquisition of those supplies, and/or the procurement of those
10 services, inclusive of public works, as is shown by the attached Exhibit "A,"
11 incorporated herein as though fully set forth, and

12 WHEREAS the Board of Contracts and Awards has concurred with the
13 recommendation for award as set forth in the attached Exhibit "A"; Now, Therefore,

14 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

15 Section 1. That the Council of the City of Tacoma concurs with the Board of
16 Contracts and Awards to adopt the recommendation for award as set forth in the
17 attached Exhibit "A."

18 Section 2. That the proper officers of the City are hereby authorized to
19 enter into a contract with Specialized Pavement Marking, LLC, in the amount of
20 \$683,654.80, plus applicable taxes, plus a 10 percent contingency, for a
21 cumulative total of \$752,020.28, budgeted from the Street Fund, for repainting
22 and maintaining existing roadway striping, including applicable bike lane striping,
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throughout the City, pursuant to Specification No. PW23-0111F, consistent with

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Exhibit "A."

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



RESOLUTION NO. 41235

1 A RESOLUTION relating to the multi-family property tax exemption program;
 2 authorizing the execution of a Multi-Family Housing 12-Year Limited Property
 3 Tax Exemption Agreement with 4011SPS LLC, for the development of 20
 4 multi-family market-rate and affordable rental housing units to be located at
 5 4011 South Puget Sound Avenue in the Tacoma Mall Mixed-Use Center.

6 WHEREAS the City has, pursuant to chapter 84.14 of the Revised Code of
 7 Washington, designated several Residential Target Areas for the allowance of a
 8 limited property tax exemption for new multi-family residential housing, and

9 WHEREAS the City has, through Ordinance No. 25789, enacted a program
 10 whereby property owners in Residential Target Areas may qualify for a Final
 11 Certificate of Tax Exemption which certifies to the Pierce County
 12 Assessor-Treasurer that the owner is eligible to receive a limited property tax
 13 exemption, and

14 WHEREAS 4011SPS LLC is proposing to develop 20 new market-rate and
 15 affordable rental housing units to consist of:

Number of Units	Type of Unit	Average Size
Market Rate		
1	Studio	449 Square Feet
15	One bedroom, one bath	440 Square Feet
Affordable Rate		
4	One bedroom, one bath	440 Square Feet

16 WHEREAS the affordable units will be rented to households whose income
 17 is at or below 70 percent of Pierce County Area Median Income, adjusted for
 18 household size, as determined by the Department of Housing and Urban
 19 Development on an annual basis, and rent will be capped at 30 percent of those
 20 income levels, adjusted annually, and
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WHEREAS the project will also include one on-site residential parking stall,

and

WHEREAS the Director of Community and Economic Development has reviewed the proposed property tax exemption and recommends that a conditional property tax exemption be awarded for the property located at 4011 South Puget Sound Avenue in the Tacoma Mall Mixed-Use Center, as more particularly described in the attached Exhibit "A"; Now, Therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

Section 1. That the City Council does hereby approve and authorize a conditional property tax exemption, for a period of 12 years, to 4011SPS LLC, for the property located at 4011 South Puget Sound Avenue in the Tacoma Mall Mixed-Use Center, as more particularly described in the attached Exhibit "A."

Section 2. That the proper officers of the City are authorized to execute a Multi-Family Housing 12-Year Limited Property Tax Exemption Agreement with 4011SPS LLC,



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said document to be substantially in the form of the proposed agreement on file in the office of the City Clerk.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

Legal description approved:

Deputy City Attorney

Deputy Chief Surveyor
Public Works Department



EXHIBIT "A"

PROJECT DESCRIPTION

Number of Units	Type of Unit	Average Size	Expected Rental Rate
Market Rate			
1	Studio	449 Square Feet	\$1,475
15	One bedroom, one bath	440 Square Feet	\$1,600
Affordable Rate			
4	One bedroom, one bath	440 Square Feet	\$1,576 (including utility allowance)

The affordable units will be rented to households whose income is at or below 70 percent of Pierce County Area Median Income, adjusted for household size, as determined by the Department of Housing and Urban Development on an annual basis. Rent will be capped at 30 percent of those income levels, adjusted annually. The project will also include one on-site residential parking stall.

LEGAL DESCRIPTION

Tax Parcel: 2890000431

Legal Description:

LOTS 5 AND 6, BLOCK 13, CASCADE PARK ADDITION TO TACOMA, W.T., ACCORDING TO THE PLAT RECORDED IN BOOK 1 OF PLATS AT PAGE 120, RECORDS OF PIERCE COUNTY, WASHINGTON.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

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RESOLUTION NO. 41236

1 A RESOLUTION relating to the multi-family property tax exemption program;
 2 authorizing the execution of a Multi-Family Housing 12-Year Limited Property
 3 Tax Exemption Agreement with AS10X20 LLC, for the development of 120
 4 multi-family market-rate and affordable rental housing units to be located at
 3243, 3247, and 3251 South Thompson Avenue in the Lincoln Mixed-Use
 Center.

5 WHEREAS the City has, pursuant to chapter 84.14 of the Revised Code of
 6 Washington, designated several Residential Target Areas for the allowance of a
 7 limited property tax exemption for new multi-family residential housing, and

8 WHEREAS the City has, through Ordinance No. 25789, enacted a program
 9 whereby property owners in Residential Target Areas may qualify for a Final
 10 Certificate of Tax Exemption which certifies to the Pierce County
 11 Assessor-Treasurer that the owner is eligible to receive a limited property tax
 12 exemption, and
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15 WHEREAS AS10X20 LLC is proposing to develop 120 new market-rate and
 16 affordable rental housing units to consist of:

Number of Units	Type of Unit	Average Size
Market Rate		
68	One bedroom, one bath	415 Square Feet
28	Two bedroom, one bath	590 Square Feet
Affordable Rate		
17	One bedroom, one bath	415 Square Feet
7	Two bedroom, one bath	590 Square Feet

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 21 WHEREAS the affordable units will be rented to households whose income
 22 is at or below 70 percent of Pierce County Area Median Income, adjusted for
 23 household size, as determined by the Department of Housing and Urban
 24 Development on an annual basis, and rent will be capped at 30 percent of those
 25 income levels, adjusted annually, and
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1 WHEREAS the project will also include 47 on-site residential parking stalls,
2 and

3 WHEREAS the Director of Community and Economic Development has
4 reviewed the proposed property tax exemption and recommends that a conditional
5 property tax exemption be awarded for the property located at 3243, 3247, and
6 3251 South Thompson Avenue in the Lincoln Mixed-Use Center, as more
7 particularly described in the attached Exhibit "A"; Now, Therefore,

8
9 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

10 Section 1. That the City Council does hereby approve and authorize a
11 conditional property tax exemption, for a period of 12 years, to AS10X20 LLC, for
12 the property located at 3243, 3247, and 3251 South Thompson Avenue in the
13 Lincoln Mixed-Use Center, as more particularly described in the attached Exhibit
14 "A."
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16 Section 2. That the proper officers of the City are authorized to execute a
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Multi-Family Housing 12-Year Limited Property Tax Exemption Agreement with AS10X20 LLC, said document to be substantially in the form of the proposed agreement on file in the office of the City Clerk.

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

Legal description approved:

Deputy City Attorney

Chief Surveyor
Public Works Department



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EXHIBIT "A"

PROJECT DESCRIPTION

Number of Units	Type of Unit	Average Size	Expected Rental Rate
Market Rate			
68	One bedroom, one bath	415 Square Feet	\$1,600
28	Two bedroom, one bath	590 Square Feet	\$1,800
Affordable Rate			
17	One bedroom, one bath	415 Square Feet	\$1,576 (including utility allowance)
7	Two bedroom, one bath	590 Square Feet	\$1,773 (including utility allowance)

The affordable units will be rented to households whose income is at or below 70 percent of Pierce County Area Median Income, adjusted for household size, as determined by the Department of Housing and Urban Development on an annual basis. Rent will be capped at 30 percent of those income levels, adjusted annually. The project will include 47 on-site residential parking stalls.

LEGAL DESCRIPTION

Tax Parcels: 5275000090, 5275000100, 5275000110

Legal Description:

APN 527500-0090 (3243 S. THOMPSON AVENUE)
LOTS 11 AND 12, BLOCK 2, LINCOLN PARK ADDITION TO TACOMA, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 111, RECORDS OF PIERCE COUNTY, WASHINGTON;
TOGETHER WITH THE WESTERLY HALF OF ALLEY ADJOINING, VACATED BY ORDINANCE NO. 14569 OF THE CITY OF TACOMA, RECORDED UNDER RECORDING NO. 1632335;
EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF TACOMA FOR THOMPSON AVENUE, BY DEED DATED MARCH 14, 1951 AND RECORDED APRIL 5, 1951 UNDER AUDITOR'S FEE NO. 1589999, RECORDS OF SAID COUNTY.
SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.



1 APN 527500-0100 (3247 S. THOMPSON AVENUE)
2 LOTS 13 AND 14, BLOCK 2, LINCOLN PARK ADDITION TO TACOMA,
3 WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN
4 VOLUME 7 OF PLATS, PAGE 111, RECORDS OF PIERCE COUNTY,
5 WASHINGTON;
6 TOGETHER WITH THE WESTERLY HALF OF ALLEY ADJOINING, VACATED
7 BY ORDINANCE NO. 14569 OF THE CITY OF TACOMA, RECORDED
8 UNDER RECORDING NO. 1632335;
9 EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF TACOMA
10 FOR THOMPSON AVENUE, BY DEED DATED MARCH 14, 1951 AND
11 RECORDED APRIL 5, 1951 UNDER AUDITOR'S FEE NO. 1589999,
12 RECORDS OF SAID COUNTY.
13 SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF
14 WASHINGTON.

15 APN 527500-0110 (3251 S. THOMPSON AVENUE)
16 LOTS 15 AND 16, BLOCK 2, LINCOLN PARK ADDITION TO TACOMA,
17 WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN
18 VOLUME 7 OF PLATS, PAGE 111, RECORDS OF PIERCE COUNTY,
19 WASHINGTON;
20 TOGETHER WITH THE WESTERLY HALF OF ALLEY ADJOINING, VACATED
21 BY ORDINANCE NO. 14569 OF THE CITY OF TACOMA, RECORDED
22 UNDER RECORDING NO. 1632335;
23 EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF TACOMA
24 FOR THOMPSON AVENUE, BY DEED DATED MARCH 14, 1951 AND
25 RECORDED APRIL 5, 1951 UNDER AUDITOR'S FEE NO. 1589999,
26 RECORDS OF SAID COUNTY.
SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF
WASHINGTON.



RESOLUTION NO. 41237

1 A RESOLUTION transmitting a ballot measure to the Pierce County Auditor to be
2 placed on the ballot for the General Election on Tuesday, November 7, 2023.

3 WHEREAS an initiative petition to enact rental requirements for landlords
4 and rental rights for tenants was submitted by the Tacoma For All community group
5 (“TFA”) to the City Clerk’s Office on June 16, 2023, and

6 WHEREAS pursuant to Section 2.19(i) of the City Charter, petitions for
7 enactment of an ordinance must be signed by registered voters equal in number
8 to at least 10 percent of the total votes cast in the last preceding mayoral election,
9 and
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11 WHEREAS for this petition, the number of valid signatures required was
12 determined by the Pierce County Auditor to be 4,207; the petitioners submitted
13 a total of 1,232 pages of signatures to the City Clerk, and
14

15 WHEREAS on June 23, 2023, the Pierce County Auditor’s Office completed
16 checking the pages submitted and determined that the petition contained 4,523
17 valid signatures, and

18 WHEREAS Section 2.19(j) of the City Charter states in part that once a
19 petition is validated, the City Council must enact or reject the initiative, but shall not
20 modify it, and if the City Council rejects the initiative or within 30 calendar days fails
21 to take final action on it, the City Council shall submit the proposal to the people at
22 the next Municipal or General Election that is not less than 90 days after the date
23 on which the signatures on the petition are validated, and
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WHEREAS the deadline for the City Council to place the issue on the
November 7, 2023, ballot is August 1, 2023, and

WHEREAS TFA maintains that this initiative will protect tenants in our City,
and with the City Council forwarding this initiative to the voters in November, the
community will be able to vote on whether or not they believe this initiative should
become law; Now, Therefore,



BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

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That a ballot measure be transmitted to the Pierce County Auditor to be placed on the ballot for the General Election on Tuesday, November 7, 2023, which reads:

**CITY OF TACOMA
CITIZENS' INITIATIVE MEASURE NO. 1**

Citizens' Initiative Measure No. 1 concerns enacting rental requirements for landlords and rental rights for tenants.

This measure would require landlords to comply with health and safety laws before raising rent or evicting a tenant; set limits on certain rental fees; require landlords provide two notices to increase rent and offer relocation assistance when the increase is 5% or more; create a defense against certain student/schoolyear evictions, evictions between November 1 and April 1, and evictions against servicemembers, seniors, families and others with protected status under the measure; and provide penalties and enforcement mechanisms.

Should this measure be enacted into law?

Yes.
No

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



RESOLUTION NO. 41238

1 BY REQUEST OF MAYOR WOODARDS, DEPUTY MAYOR WALKER, AND
2 COUNCIL MEMBERS HINES AND USHKA

3 A RESOLUTION relating to rental housing regulations; transmitting a ballot
4 measure to the Pierce County Auditor to be placed on the ballot for the
5 General Election on Tuesday, November 7, 2023, amending the Tacoma
6 Municipal Code, Chapter 1.95, "Rental Housing Code," as an alternative to
7 Citizens' Initiative Measure No. 1, the Landlord Fairness Code.

8 WHEREAS this recommendation is based upon the desire to give voters
9 the choice of voting on an alternative to Citizens' Initiative Measure No. 1, the
10 Landlord Fairness Code, and

11 WHEREAS Ordinance No. 28894 is being considered by the City Council on
12 July 11th for second reading following five years of administering the Rental
13 Housing Code ("RHC"), ongoing engagements with the RHC Stakeholder Advisory
14 Group ("Group"), targeted community outreach efforts conducted in the spring of
15 2023, and a year of engagement with the Council Community Vitality and Safety
16 ("CVS") Committee, and

17 WHEREAS initial work to develop the RHC began in the spring of 2018, and
18 the Group was also formed at this time; the RHC was formally adopted on
19 November 20, 2018, and went into effect on February 1, 2019, and

20 WHEREAS in March 2021, staff and the Group began work on updates to
21 the RHC, including just cause eviction ("JCE") standards and the current proposed
22 changes; the JCE standards were adopted on September 21, 2021, and work
23 continued to develop the proposed changes that are currently being brought
24 forward for consideration, and
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1 WHEREAS, staff returned to CVS on July 28, 2022, and again on
2 October 27, 2022, to discuss the proposed changes and after receiving committee
3 feedback, staff conducted additional City Council engagement to explain the
4 proposed changes and began developing the community engagement plan, and
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6 WHEREAS since outreach efforts on current code updates began, a
7 community initiative has recently been filed to address items covered by, or that
8 would impact the RHC, and
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10 WHEREAS over the course of May 2023, City Council sponsors, including
11 Mayor Woodards, Deputy Mayor Walker, and Council Members Hines and Ushka
12 met with signature gatherers to better understand the community proposal, and
13 following these meetings, the sponsors worked with RHC staff to further develop
14 recommended protections that were shared with the CVS Committee on May 25th,
15 and with the full City Council at Study Session on June 13th and 20th, and
16

17 WHEREAS on July 11th, the City Council will consider Ordinance
18 No. 28894 for approval, and if approved this legislation will strengthen protections
19 for tenants, who are disproportionately lower-income and residents of color, and
20 would provide additional guidance and standards to housing providers and
21 property managers operating in the City, and
22

23 WHEREAS Tacoma City Charter Section 2.22 authorizes the City Council
24 to submit a proposed ordinance to the voters for their approval or rejection, and
25 this proposed resolution will place Initiative Measure No. 2 on the November ballot
26 as an alternative to the Landlord Fairness Code, and



1 WHEREAS proposed Initiative Measure No. 2 would, if it receives a majority
2 of votes, require landlords to comply with health and safety laws and have a City
3 business license before increasing rent or evicting tenants; set limits on rent late
4 fees and pet deposits; require a 120-day notice to raise rent; add new regulations
5 for shared housing; standardize screening criteria for tenant income required to
6 qualify for housing, and for reviewing a tenant’s criminal history and identification,
7
8 and

9 WHEREAS Revised Code of Washington (“RCW”) 29A.72.050(4) provides
10 that “For an initiative to the legislature (e.g. City Council) for which the legislature
11 has proposed an alternative, the ballot title...must be displayed on the ballot” in a
12 specific way outlined in state law (see *In re Ballot title Appeal of City of Seattle*, 183
13 Wn.App. 379, 384-385 (2014) and RCW 29A.36.071(1), and

14
15 WHEREAS if the majority of voters support enactment of either measure into
16 law and Initiative Measure No. 2 receives the majority of the votes, then Ordinance
17 No. 28894 will be repealed and re-enacted in its entirety by the voters, and the City
18 Council, per City Charter Section 2.24, would not be able to amend or repeal the
19 new provisions within two years after their enactment, unless such amendatory or
20 repealing ordinance is submitted to the qualified voters, and

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22 WHEREAS if the majority of voters support enactment of either measure into
23 law and the Landlord Fairness Code receives the majority of the votes, it will prevail
24 and Initiative Measure No. 2 would fail, meaning that Ordinance No. 28894

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1 would *not* be repealed, and would remain in effect as a City Council enacted
2 ordinance, and

3 WHEREAS this ordinance will be placed on the November ballot as an
4 alternative (per RCW 29A.72.050(4) and City Charter Sections 2.22 and 2.23) to the
5 Landlord Fairness Code organized by Tacoma For All; Now, Therefore,
6

7 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

8 Section 1. That the Pierce County Auditor, as *ex officio* supervisor of
9 elections in Pierce County, Washington, is hereby authorized to place an initiative
10 measure amending the Tacoma Municipal Code (“TMC”), Chapter 1.95, “Rental
11 Housing Code,” on the November 7, 2023, ballot as an alternative to Citizens’
12 Initiative Measure No. 1, the Landlord Fairness Code.
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14 Section 2. The City shall submit to the electorate of the City of Tacoma
15 in the form substantially as follows:
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MEASURE NOS. 1 AND 2 CONCERN RENTAL HOUSING CODE REGULATIONS.

Measure No. 1 would require landlords to comply with health and safety laws before raising rent or evicting a tenant; set limits on certain rental fees; require landlords provide two notices to increase rent and offer relocation assistance when the increase is 5% or more; create a defense against certain student/schoolyear evictions, evictions between November 1 and April 1, and evictions against servicemembers, seniors, families and others with protected status under the measure; and provide penalties and enforcement mechanisms.

As an alternative, the Tacoma City Council proposes Measure No. 2, which would repeal and reenact portions of the City’s rental housing code and require landlords to comply with health and safety laws; have a City license before increasing rent or evicting tenants; set limits on rent late fees and pet deposits; require 120 day notice to raise rent; add new regulations for shared housing; standardize screening criteria for tenant income required to qualify for housing, for reviewing tenant’s criminal history and identification.

Should either of these measures be enacted into law?

Yes.

No

2. Regardless of whether you voted yes or no above, if one of these measures is enacted, which one should it be?

Measure No. 1

or

Measure No. 2



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Section 3. That, prior to August 1, 2023, the City Clerk shall send to the Pierce County Auditor, as *ex officio* supervisor of elections, a certified copy of this resolution, together with an initiative substantially in the form set forth above, for the November 7, 2023, General Election. The proper City officials are authorized to perform such duties as are necessary or required by law to submit the question of whether the City's Rental Housing Code TMC Chapter 1.95 should be amended, as provided in this resolution, to the electors at the November 7, 2023, General Election.

Section 4. That the City has chosen to participate jointly with Pierce County in its voters' pamphlet. Pursuant to RCW 29A.32.220, the text for the ballot measure, accompanied by an explanatory statement, shall be submitted to the Auditor's Office for inclusion in the Official Voters' Pamphlet. The explanatory statement shall not exceed 200 words and shall be submitted to the Auditor, as *ex officio* supervisor of elections, by August 1, 2023.

Section 5. That if a section, subsection, paragraph, sentence, clause, or phrase of this resolution is declared unconstitutional or invalid for any reason by any court of competent jurisdiction; such decision shall not affect the validity of the remaining portions of this resolution.



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Section 6. That Measure No. 2, which if adopted, would repeal Substitute Ordinance No. 28894, as amended, and replace it with the voter-approved ordinance, shall read as follows:

AN ORDINANCE relating to rental housing, repealing Substitute Ordinance No. 28894, as amended, and re-enacting amendments to Chapter 1.95 of the Tacoma Municipal Code, relating to the "Rental Housing Code" as set forth in Exhibit "A" to Substitute Ordinance No. 28894, as amended.

BE IT ORDAINED BY THE VOTERS OF THE CITY OF TACOMA:

Section 1. That Substitute Ordinance No. 28894, as amended, is hereby repealed in its entirety.

Section 2. That Chapter 1.95 of the Official Code of the City of Tacoma is hereby amended as set forth in Exhibit "A" to Substitute Ordinance No. 28894, as amended, which exhibit is incorporated by this reference as though fully set forth herein."

Adopted _____

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



SUBSTITUTE ORDINANCE NO. 28894

1 BY REQUEST OF COUNCIL MEMBER BUSHNELL

2 AN ORDINANCE amending chapter 1.95 of the Municipal Code, relating to the
3 "Rental Housing Code," to require landlords to comply with health and
4 safety laws; have a City business license before increasing rent or
5 evicting tenants; set limits on late fees for rent and on pet deposits;
6 require 120-day notice to raise rent; add new regulations for shared
7 housing; and standardize screening criteria for the amount of tenant
8 income required to qualify for housing, for reviewing a tenant's criminal
9 history, and acceptable identification.

10 WHEREAS this recommendation is based on five years of administering
11 the Rental Housing Code ("RHC"), ongoing engagements with the RHC
12 Stakeholder Advisory Group, targeted community outreach efforts conducted in
13 the spring of 2023, and a year of engagement with the Community Vitality and
14 Safety Committee ("CVS"), and

15 WHEREAS initial work to develop the RHC began in the spring of 2018,
16 and the RHC Stakeholder Advisory Group was also formed at this time; the
17 RHC was formally adopted on November 20, 2018, and went into effect on
18 February 1, 2019, and

19 WHEREAS in March 2021, staff and the RHC Stakeholder Advisory
20 Group began work on updates to the RHC, including just cause eviction ("JCE")
21 standards and the current proposed changes; the JCE standards were adopted
22 on September 21, 2021, and

23 WHEREAS, staff returned to CVS on July 28, 2022, and again on
24 October 27, 2022, to discuss the proposed changes, and after receiving
25 committee feedback, staff conducted additional City Council engagement to
26



1 explain the proposed changes and began developing the community engagement
2 plan, and

3 WHEREAS since the outreach efforts on current code updates, a community
4 initiative has recently been filed to address items covered by, or that which would
5 impact, the RHC, and
6

7 WHEREAS throughout May of 2023, City Council sponsors including Mayor
8 Woodards, Deputy Mayor Walker, and Council Members Hines and Ushka, met
9 with signature gatherers to better understand the community proposal, and
10 following these meetings, the sponsors worked with RHC staff to further develop
11 recommended protections that have been shared with the CVS committee on
12 May 25, 2023, and with the full City Council at its study session on June 13 and 20,
13 2023, and
14

15 WHEREAS the proposed changes were developed by City staff in
16 partnership with the RHC Stakeholder Advisory Group, who represent a diverse
17 set of community members, including tenant advocates, landlord representatives,
18 nonprofit housing providers, local government agencies, and relevant City offices,
19 and
20

21 WHEREAS upon drafting the initial proposals, staff conducted a community
22 survey resulting in 1,270 responses from tenants, landlords, and property managers,
23 and hosted five community meetings with approximately 200 total attendees, to
24 discuss the proposed changes, and
25
26



1 WHEREAS after completing the community outreach, several proposed
2 changes were amended after further consultation with the RHC Stakeholder
3 Advisory Group, City Council, and Tacoma 4 All organizers, and
4

5 WHEREAS the City of Tacoma is prioritizing the affordable housing
6 crises and deed-restricted affordable housing as a mechanism for guaranteeing
7 the long-term affordability of units, and
8

9 WHEREAS providing parity between deed-restricted affordable housing
10 units and other low-income or subsidized units will help the City's affordable
11 housing providers continue safely operating and maintaining existing units, and
12 continue building badly needed new affordable housing stock in the City, and
13

14 WHEREAS this legislation will strengthen protections for tenants, who
15 disproportionately represent lower-income levels in the City, and provide
16 additional guidance and standards to landlords and property managers, and
17

18 WHEREAS by strengthening renter protections, the City will increase
19 housing stability for low-income Tacoma renters by alleviating displacement
20 pressures and reducing the number who are cost-burdened and improving the
21 quality of life as more residents are housed, and help to support a more robust
22 rental market that is competitive and safe for both renters and landlords,
23 making the City a more desirable market for people who may look to relocate to
24 the City over other jurisdictions; Now, Therefore,
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BE IT ORDAINED BY THE CITY OF TACOMA:

Section 1. That Chapter 1.95 of the Tacoma Municipal Code (“TMC”), relating to the “Rental Housing Code,” is hereby amended, to read as set forth in the attached Exhibit “A.”

Section 2. 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.
- [1.95.035 Tenant Screening.](#)
- [1.95.037 Rental Agreement Regulations.](#)
- 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.
- [1.95.065 Late Fees.](#)
- 1.95.070 Notice to vacate requirements.
- 1.95.080 Tenant relocation assistance.
- [1.95.085 Shared housing requirements.](#)
- 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 premises or the relocation of the premises to another site that results in the displacement of an existing tenant.

“Director” means the Director of the City of Tacoma, Office of Equity and Human Rights, 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.

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



1 “Immediate family member” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and includes state registered domestic partner, spouse, parents, grandparents, children, including foster children, siblings, and in-laws.

2 “Landlord” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sublessor including, but not limited to, an agent, a resident manager, or a designated property manager.

3
4 “Master Lease holder” is person who has a rental agreement with the landlord of a dwelling unit with the intent of renting the dwelling unit, or a portion thereof, to one or more subtenants.

5 “Master Lease” is a rental agreement between a landlord renting a dwelling unit to a master lease holder.

6 “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).

7 “Owner” means one or more persons, or entities, jointly or severally, in whom is vested:

8 A. All or any part of the legal title to property; or

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

10 “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 charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys’ fees.

11 “Rental agreement” or lease is defined under RCW 59.18.030, as it exists or is hereinafter amended, and means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

12 “Security deposit” means a refundable payment or deposit of money, however designated, the primary function of which is to secure performance of a rental agreement or any part of a rental agreement.

13 “Security deposit” does not include a fee.

14 “Shared housing” means “group housing” as defined in TMC 13.01.060.G, and includes when a tenant rents a private room or shared room in a dwelling unit but shares common areas such as a kitchen, gathering spaces, and/or bathroom with other tenants.

15 “Substantial rehabilitation” is defined under RCW 59.18.200, as it exists or is hereinafter amended, and means extensive structural repair or extensive remodeling of premises that requires a permit such as a building, electrical, plumbing, or mechanical permit, and that results in the displacement of an existing tenant.

16 “Subtenant” is a person who rents a dwelling or part of a dwelling unit from someone who is renting it from the landlord.

17 “Tenant” is defined under RCW 59.18.030, as it exists or is hereinafter amended, and any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.

18 **1.95.030 Distribution of information required.**

19 A. Distribution of resources by landlord.

20 1. At the time a prospective tenant applies to reside in a dwelling unit, the landlord shall provide the prospective tenant with the landlord’s written rental criteria and information on a tenant’s right to pay security deposits, non-refundable move-in fees and last month’s rent in installments, once created by the City, and with a City of Tacoma informational website address designated by the City for the purpose of



1 providing information about the property and its landlord, which may include, but is not limited to, local
2 code enforcement information relating to properties within City limits, findings or settlements related to
3 housing discrimination against the landlord pursuant to TMC 1.29, Human Rights Commission, and a
4 website address for the Washington Secretary of State for the purpose of providing information on how to
5 register to vote or change their address, if the individual is already registered to vote.

6 2. In the event a prospective tenant cannot reasonably access the internet and at their request, a landlord
7 shall provide the prospective tenant a paper copy of the property and landlord information that can be
8 found on the website identified above.

9 B. Distribution of information packets by landlord.

10 1. The Director shall prepare and update as necessary, summaries of this chapter, the Minimum Buildings
11 and Structures Code (TMC 2.01), state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful
12 Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies
13 of landlords and tenants, including information about legal resources available to tenants.

14 2. A landlord shall provide a form, created by the City, to the tenant to request to pay security deposits,
15 non-refundable move-in fees and last month's rent in installments.

16 3.2. A landlord shall provide a copy of the summaries prepared by the Director to any tenant or
17 prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or
18 renewal agreement.

19 4.3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries
20 described herein, either before entering into the oral rental agreement or as soon as reasonably possible
21 after entering into the oral rental agreement.

22 5.4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the
23 City, distribute current copies of the summaries to existing tenants.

24 6.5. The initial distribution of information to tenants must be in written form and landlords shall obtain the
25 tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a
26 signature documenting the tenant's receipt of the information, the landlord may draft a declaration stating
when and where the landlord provided tenant with the required information. After the initial distribution
of the summaries to tenants, a landlord shall provide existing tenants with updated summaries by the City,
and may do so in electronic form unless a tenant otherwise requests written summaries.

7.6. The packet prepared by the Director includes informational documents only, and nothing in the
summaries therein shall be construed as binding on or affecting any judicial determination of the rights
and responsibilities of landlords and tenants, nor is the Director liable for any misstatement or
misinterpretation of the applicable laws.

C. Notice of resources.

A landlord is required to provide a copy of a resource summary, prepared by the City, to any tenant when
the landlord provides a notice to a tenant under RCW 59.12.030.

1.95.035 Tenant Screening

A. A landlord may screen potential tenants and additional occupants of the rental unit based upon their
own screening practice. A landlord must comply with the requirements of RCW 59.18.257 and not have
any discriminatory policies used in screening for tenancy. This section strives to prevent screening policies
that can be deemed to be discriminatory or lead to homelessness.

B. Social Security Number Requirement.

1. No landlord shall require that any tenant, prospective tenant, occupant, or prospective
occupant of rental property provide a social security number for any reason. Alternative proof of



financial eligibility such as portable screening reports, or other proof of income must be accepted, where available, if offered by the tenant.

1 2. Nothing in this section shall prohibit a landlord from either: (i) complying with any legal
2 obligation under federal law, or (ii) requesting information or documentation necessary to
3 determine or verify the financial qualifications of a prospective tenant, or to determine or verify
4 the identity of a prospective tenant or prospective occupant. However, if the landlord requests a
5 social security number for verifying financial qualifications, other documentation sufficient to
6 verify financial qualifications must also be accepted, such as, portable screening reports,
7 Individual Taxpayer Identification Number (ITIN) or other proof of income. If a person is
8 offering alternative means, the landlord must offer the same rental agreement terms to the
9 applicant as if a social security number was provided.

3. Criminal History.

6 a. No landlord shall have a blanket ban on renting to anyone who has a previous felony
7 conviction or arrest record. Instead, they must conduct an individual assessment of a
8 tenant’s criminal history such as the type and severity of the offense and how long ago the
9 offense occurred.

8 b. Landlords can deny tenancy for criminal history based on a pending charge or conviction
9 of any of the following:

- 9 1. Sex Offenses under RCW 9A.44
- 10 2. Violent offense under RCW 9.94A.030, against landlord, employees, or other
11 tenants
- 12 3. Arson under RCW 9A.48
- 13 4. Manufacturing, sale, or distribution of controlled substance under RCW 69.50, or
14 Use of Buildings for Unlawful Drugs under RCW 69.53.

12 c. Landlords cannot deny tenancy for criminal history solely based on:

- 13 1. An arrest that did not result in conviction, except as provided under subsection b
14 above.
- 15 2. Participation in or completion of a diversion or deferral of judgment program.
- 16 3. A conviction that has been judicially dismissed, expunged, voided, or invalidated.
- 17 4. A conviction for a crime that is no longer illegal in the State of Washington.
- 18 5. A conviction or any other determination or adjudication issued through the juvenile
19 justice system.
- 20 6. A criminal conviction for misdemeanor offenses for which the dates of sentencing
21 are older than 3 years from the date of the application, excluding court-mandated
22 prohibitions that are present at the property for which the applicant has applied; or
23 7. A criminal conviction for a felony offense for which the dates of sentencing are
24 older than 7 years from the date of the application, excluding court-mandated
25 prohibitions that are present at the property for which the applicant has applied.

19 C. Financial Responsibility of Applicant. When there are multiple tenants who will reside in common
20 within a dwelling unit, the tenants may choose which adults will be the applicants financially responsible
21 for the dwelling unit and which will be tenants with no financial responsibility and considered just an
22 occupant of the dwelling.

- 21 1. A landlord may require the financially responsible applicant to demonstrate a monthly gross
22 income of up to three (3) times the amount of the monthly rent for the dwelling unit when
23 the monthly rent amount is below Fair Market Rents as published by the U.S. Department
24 of Housing and Urban Development (“HUD”).
- 25 2. A landlord may require a financially responsible applicant to demonstrate a monthly gross
26 income of up to 2.5 times the amount of the rent for the dwelling unit when the monthly
rent amount is at or above the Fair Market Rents as published annually by HUD.
- 3. For the purpose of this subsection, a landlord’s evaluation of an applicant’s income to rent
ratio must:
 - a. Include all income sources of a financially responsible applicant, including, but not
limited to, wages, rent assistance (non-governmental only), and monetary public



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benefits. The landlord may also choose to consider verifiable friend or family assistance.

b. Calculate the income to rent ratio based on a rental amount that is reduced by the amount of any local, state, or federal government rent voucher or housing subsidy available to the applicant;

c. Be based on the cumulative financial resources of all financially responsible applicants for the dwelling unit.

d. If an applicant does not meet the minimum income ratios as described herein, a landlord may require additional and documented security from a guarantor, or an additional security deposit. The landlord shall communicate this conditional approval to the applicant in writing and indicate the amount of the additional security. Applicant will have no less than 48 hours after the communication of conditional approval to accept or decline this opportunity.

e. If a landlord chooses to require additional documented security from a guarantor, the landlord may require the guarantor to demonstrate financial capacity. If the guarantor is a friend or family member, the landlord cannot require the guarantor to have income greater than 3 times the rent amount. The landlord may not require an applicant’s guarantor agreement to exceed the term of the tenant’s rental agreement.

4. Evaluating adult tenants who are not financially responsible. A landlord may screen an adult tenant who will reside with an applicant in a dwelling unit but who is not responsible for paying the rent, only for factors related to maintaining the property, and for conduct consistent with the health, safety or peaceful enjoyment of the premises by other residents or the landlord and to evaluate prospective occupants’ ability to comply with the landlord’s rules of residency. A landlord may not screen an occupant for financial responsibility.

1.95.037 Rental Agreement Regulations

A. Any rental agreement or renewal of a rental agreement in a residential unit entered into after the effective date of this section, shall be prohibited from:

1. Imposing penalties, whether designated as “additional rent” or fees, if a tenant terminates the tenancy pursuant to law and vacates before expiration of any minimum term for a month-to-month tenancy.

2. Requiring forfeiture of all or any part of a deposit if the tenant terminates the tenancy pursuant to law and vacates before expiration of any minimum term for a month-to-month tenancy; provided, that nothing in this Chapter 1.95 shall prevent a landlord from retaining all or a portion of a deposit as compensation for damage to the premises as provided by law and the rental agreement for failure to perform other obligations imposed by the rental agreement.

3. Requiring a tenant to pay rent electronically as outlined in RCW 59.18.063, as it currently exists or hereinafter amended.

4. Requiring a tenant to provide more than a 20-day notice to terminate tenancy, as outlined in RCW 59.18.230, as it currently exists or hereinafter amended.

~~5.~~ Any illegal lease provisions as outlined in RCW 59.18.230, as it currently exists or hereinafter amended.

6. Regulating or banning dogs based on dog breeds, provided that any service animal shall be allowed, and further provided that a landlord shall be allowed to ban certain dog breeds if their insurance policy requires such ban.

B. Any provision which waives or purports to waive any right, benefit or entitlement created by this chapter shall be deemed void and of no lawful force or effect.

C. Any rental agreement or renewal of a rental agreement for a dwelling unit entered into after the effective date of this subsection, shall include the provisions outlined in this subsection:

1. Describe the number of occupants allowed to occupy the unit as outlined in TMC 2.01.060.V, as it currently exists or hereinafter amended.

2. Describe uninhabitable spaces such as attics, basements, and garages that have not been properly permitted for occupancy.



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3. Include the name and a physical address of the landlord, in addition to any rental portals or online tools to pay rent, make request for repairs, and file complaints. If the landlord does not reside in the state of Washington, there shall also a person who resides in the county who is authorized to act as an agent for the purposes of service and process, as outlined in RCW 59.18.060(15).

4. Include a provision stating that when late fees may be assessed after rent becomes due, the tenant may propose that the date rent is due be altered to a different date of the month. Additionally, the provision shall specify that, according to RCW 59.18.170(3), a landlord shall agree to such a proposal if it is submitted in writing and the tenant can demonstrate that their primary source of income is a regular, monthly source of governmental assistance that is not received until after the date rent is due in the rental agreement.

D. Use of last month's rent. If a landlord collects last month's rent from the tenant, the landlord must apply such rent to the last month of tenancy, when notice to terminate is provided by either party. It cannot be used for anything other than rent.

1.95.040 Deposit requirements and installment payments permitted.

A. Installment payments, generally.

Upon a tenant's written request, tenants may pay security deposits, non-refundable move-in fees, and/or last month's rent in installments as provided herein; except that the tenant cannot elect to pay the security deposit and non-refundable move-in fees in installments if (1) the total amount of the security deposit and nonrefundable move-in fees does not exceed 25 percent of the first full month's rent for the tenant's dwelling unit; and (2) payment of last month's rent is not required at the inception of the tenancy.

Landlords may not impose any fee, charge any interest, or otherwise impose a cost on a tenant because a tenant elects to pay in installments. Installment payments are due at the same time as rent is due. All installment schedules must be in writing, signed by both parties.

B. Fixed-term tenancies for ~~three-six~~ months or longer.

For any rental agreement term that establishes a tenancy for ~~three-six~~ months or longer, the tenant may elect to pay the security deposit and ~~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-six~~ consecutive, equal monthly installments that begin at the inception of the tenancy.

C. -Fixed-term tenancies from three to five months

For any rental agreement term that establishes a tenancy for three to five months, the tenant may elect to pay the security deposit and 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.

DE. Month-to-month tenancy 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 and ~~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. For a month to month tenancy, a tenant may pay the last month's rent in 6 consecutive months, in equal monthly installments. The first payment is due at the inception of the tenancy.

E.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 14-day notice pursuant to RCW 59.12.030(3).



1 **FE.** 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.

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

8 **HG.** A landlord must place any required security deposit and any last month's rent in a trust account and
9 provide a written receipt and notice of the name, address, and location of the depository and any
10 subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.

11 **IH.** Nothing in this Chapter 1.95 prohibits a landlord from bringing an action against a tenant to recover
12 sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the
13 tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by chapter
14 59.18 RCW.

15 J. Pet deposits.

16 A landlord shall not charge a tenant more than 25 percent of one month's rent as a deposit for pets. Any
17 deposit not used to repair damage by the pet shall be returned to the tenant upon termination of tenancy.

18 * * *

19 **1.95.060 Notice to increase rent requirements.**

20 A landlord may not increase rent except in accordance with this section.

21 A. A landlord is required to provide at least 120 days' ~~the minimum~~ written notice, ~~as outlined in~~
22 ~~Chapter 59.18.140 RCW, as it currently exists or is hereinafter amended,~~ whenever the periodic or
23 monthly housing costs to be charged a tenant will increase by any amount charged the same tenant
24 for the same housing unit, except as provided by RCW 59.18.140(3)(b) as it exists or is hereinafter
25 amended for subsidized tenancies and for deed-restricted affordable housing. For purposes of this
26 subsection "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.

B. Any notice of rent increase shall specify the percentage of the rent increase, the amount of the new
rent, and the date on which the increase becomes effective.

C. Any notice of a rent increase shall be served in accordance with RCW 59.12.040, Service of notice—
Proof of service, as it exists or as may be amended.

D. A landlord is required to provide a copy of a resource summary as outlined in TMC 1.95.030, when
the landlord provides a tenant a notice to increase rent.

E. No landlord shall issue a notice to increase rent unless the landlord has complied with the City
business license requirements pursuant to TMC 6B, including having an annual business license,
paying the license fee amounts, registering each dwelling unit, and certifying that each dwelling unit
complies with RCW 59.18.060, as it exists or is hereinafter amended, and does not present conditions
that endanger or impair health and safety of tenants.

24 1.95.065 Late Fees.

25 A. Any fees for late payment of rent shall be limited to 1.5 percent of the unpaid monthly rent, and not
26 to exceed \$75.00 per unpaid monthly rent. No other fees may be charged for late payment of rent,
including for the service of any notice required under state law, or any legal costs, including court
costs and attorneys' fees. Any rental agreement provision providing for such fees shall be deemed



void. This section shall not apply to or limit decisions, orders, and rulings of courts of competent jurisdiction.

1 B. A landlord is required to provide the tenant with at least a quarterly written notice outlining late fees due and how the tenant can come into compliance with paying amounts due.

2 C. Notice of late fees must include detailed information regarding the month(s) for which a late fee is owed and a copy of an updated rent ledger and/or information to obtain updated information on
3 online rent portal.

4 D. Any landlord who violates this section shall not be permitted to deduct any late fees from a tenant's security deposit or report the money owed to prospective landlord of the tenant.

5 E. Nothing in this chapter shall preclude the landlord from proceeding against a tenant to recover sums in the amount of the tenant's late fees for which the tenant is responsible together with reasonable
6 attorneys' fees.

6 F. No late fees may be assessed on any non-rent charges.

7 **1.95.070 Notice to vacate requirements.**

8 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.

9 B. No landlord shall issue a notice to vacate unless the landlord has complied with the City business license requirements pursuant to TMC 6B, including having an annual business license, paying the license fee amounts, registering each dwelling unit, and certifying that each dwelling unit complies with RCW 59.18.060, as it exists or is hereinafter amended, and does not present conditions that endanger or
10 impair health and safety of tenants.

12 CB. Requirement for notice to tenant when tenant displaced.

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

16 DE. Requirement for notice to tenant to terminate tenancy.

17 Unless provided otherwise under subsection B above, termination of tenancy must comply with RCW 59.18.650, as it currently exists or hereinafter amended, and as outlined in this subsection.

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

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

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

22 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.

24 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:

26 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 days' advance
2 written notice that the tenancy will be deemed expired at the end of such specified period, served in a
manner consistent with RCW 59.12.040; and

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

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

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

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

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

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

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

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

16 d. When the owner or immediate family member wants to occupy the unit as their primary residence, as
17 outlined in RCW 59.18.650(2)(d), as it currently exists or is hereinafter amended, provided that there is a
18 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.

19 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.

20 f. When the tenant continues in possession of the premises after the landlord serves the tenant a 120-day
21 advance written notice pursuant to RCW 59.18.200(2)(c) as outlined in RCW 59.18.650(2)(f).

21 g. When the tenant continues in possession after the owner elects to withdraw the premises to pursue a
22 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.

23 h. When the dwelling unit has been condemned or deemed uninhabitable by code enforcement, as
24 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.

25 i. When the owner or lessor wants a roommate to vacate, as outlined in RCW 59.18.650(2)(i), as it
26 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.



1 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.

2 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.

3 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.

4 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.

5 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.

6 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.

7 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.

8 q. 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.

9 **D**. Notice requirements, generally.

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

11 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.

12 3. The notice shall list the name of the tenant and the dwelling unit number and stated reason for or condition(s) justifying the termination of tenancy.

13 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.

14 **E**. Tenant meeting.

15 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.

16 **F**. The notices required herein do not apply when:

17 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.

18 * * *



1.95.080 Tenant relocation assistance.

1 A. Tenant relocation assistance for condemned or unlawful dwelling.

2 Landlords are required to comply with the relocation assistance and related requirements pursuant to
3 RCW 59.18.085, Rental of condemned or unlawful dwelling – Tenant’s remedies – Relocation assistance
4 – Penalties.

5 B. Tenant relocation assistance for low-income tenants when residential property demolished,
6 substantially rehabilitated, or upon the change of use.

7 1. When tenant relocation assistance applies.

8 This section shall apply to low-income tenants when a notice is required under TMC 1.95.070.B, except
9 as otherwise expressly required by state or federal law, and with the exception of displacement of tenants
10 from the following:

11 a. Any dwelling unit demolished or vacated because of damage caused by an event beyond the landlord’s
12 control, including that caused by fire, civil commotion, malicious mischief, vandalism, tenant waste,
13 natural disaster, or other destruction;

14 b. Any dwelling unit ordered vacated or demolished pursuant to TMC 2.01.050, Minimum Building and
15 Structures Code, because of damage within the landlord’s control;

16 c. Any dwelling unit owned or managed by the Tacoma Housing Authority or held as deed-restricted
17 affordable housing. For purposes of this subsection “deed restricted affordable housing” means real estate
18 that is required to be used as affordable housing for a period of time of at least thirty (30) years pursuant
19 to a restrictive covenant or similar enforceable, recorded instrument, with income targets that are no
20 higher than 80 percent of area median income.

21 d. Any dwelling unit located inside the boundaries of a major educational institution which is owned by
22 the institution and which is occupied by students, faculty, or staff of the institution;

23 e. Any dwelling unit for which relocation assistance is required to be paid to the tenants pursuant to
24 another state, federal, or local law; and

25 f. Any dwelling unit functioning as emergency or temporary shelter for homeless persons (whether or not
26 such persons have assigned rooms or beds, and regardless of duration of stay for any occupant) operated
by a nonprofit organization or public agency owning, leasing, or managing such dwelling unit.

2. Tenant Relocation Information Packet.

When a landlord intends to displace a tenant, prior to the landlord providing the notice outlined in TMC
1.95.070.B, the landlord shall obtain from the City one Tenant Relocation Information Packet for each
dwelling unit where tenants will be displaced. The Tenant Relocation Information Packet shall contain
the following:

a. A Relocation Assistance Certification Form with instructions for its submission to the Director; and

b. A description of the relocation benefits potentially available to eligible tenants.

3. Delivery of Tenant Relocation Information Packet.

When a landlord serves the notice required under TMC 1.95.070.B, the landlord shall also deliver a
Tenant Relocation Information Packet to each dwelling unit where the tenants will be displaced.

4. Within 20 days of providing the Tenant Relocation Information Packet to tenants, the landlord shall
provide the Director with a list of names of the legal tenants and number of dwelling units for the
dwelling units at issue.

5. Tenant eligibility for relocation assistance.

Low income tenants who are parties to a rental agreement for the dwelling unit may be eligible for
relocation assistance only if the tenant to be displaced resides in a dwelling unit at issue when the



landlord delivers the Tenant Relocation Assistance Packet. As used in this section, “low-income tenants” means tenants whose combined total income per dwelling unit is at or below 50 percent of the median income, adjusted for family size, in Pierce County.

6. Tenant income verification.

a. Within 20 days after the date of delivery of the Tenant Relocation Information Packet, each displaced legal tenant of a dwelling unit wanting to apply for relocation assistance must submit to the Director a signed and completed Relocation Assistance Certification Form certifying the names and addresses of all occupants of the dwelling unit, the total combined annual income of the legal occupants of the dwelling unit for the previous calendar year, the total combined income of all of the adult occupants for the current calendar year, and any other information that the Director may require to determine eligibility for this program. A tenant who, with good cause, is unable to return the certification form within 20 days may, within 20 days after the date of delivery of the Tenant Relocation Information Packet, submit to the Director a written request for an extension of time which details the facts supporting the claim of “good cause.” If the request is submitted within the 20-day period and the facts constitute good cause in accordance with rules adopted pursuant to this chapter, the deadline for submission of the Relocation Assistance Certification Form may be extended by the Director another 20 days. The Director shall review the request and notify the tenant and landlord if an extension has been granted within ten business days.

b. If information submitted by a tenant on a Relocation Assistance Certification Form is incomplete or appears to be inaccurate, the Director may require the tenant to submit additional information to establish eligibility for relocation assistance.

c. Any tenant who fails or declines the opportunity to submit the Relocation Assistance Certification Form, who refuses to provide the information in a timely manner as required, or who is found to have intentionally misrepresented any material information regarding income or eligibility to relocation benefits, shall not be eligible for relocation assistance under this chapter.

7. Relocation assistance verification.

Within 14 days of the Director’s receipt of the signed Relocation Assistance Certification Forms from all tenants who are parties to a rental agreement in a dwelling unit, or within 14 days of the expiration of the same tenants’ 20-day period for submitting signed Relocation Assistance Certification Forms to the Director, whichever occurs first, the Director shall send to each dwelling unit household who submitted a signed certification form and to the landlord, by both regular United States mail and certified mail, return receipt requested, a notice stating whether the dwelling unit’s certification form indicates eligibility for relocation assistance.

8. Relocation assistance payments.

a. Low-income tenants who are displaced, who comply with the requirements of this chapter, and are determined to be eligible by the Director, may receive a total relocation assistance payment of \$2,000 for their eligible dwelling unit. The amount of relocation assistance shall be adjusted annually on or before January 1 by the percentage amount of change in the housing component of the Consumer Price Index, as published by the United States Department of Labor, Bureau of Labor Statistics. The relocation assistance payment shall be in addition to the refund from the landlord of any deposits or other sums to which the tenant is lawfully qualified to receive.

b. The landlord that is displacing a tenant is responsible for payment of one-half of the total amount of relocation assistance due to eligible tenants pursuant to this chapter and the City is responsible for one-half the relocation assistance due to eligible tenants pursuant to this chapter.

c. A tenant may be eligible to obtain a relocation assistance payment only after receipt of a notice from the Director of eligibility for tenant relocation assistance or, if an appeal was taken as outlined herein, after receipt of a final unappealed decision from the Hearing Examiner or a court that the tenant is eligible for relocation assistance.



1 d. An eligible tenant may obtain the relocation assistance payment by completing a request for relocation
2 assistance. The Director shall notify the landlord obligated to pay such relocation assistance of the
3 request. Within 21 days after submission of the tenants' request to the Director, the landlord and the City
4 shall provide eligible tenants who will be displaced with their portion of the relocation assistance. A
5 landlord must submit written proof to the City that it provided the eligible tenants with the required
6 payment within five business days of such payment.

7 9. Appeal.

8 a. Either the tenant or the landlord may file an appeal with the Hearing Examiner, pursuant to TMC
9 Chapter 1.23, of the Director's determination of the tenant's eligibility for relocation assistance or to
10 resolve a dispute between the parties relating to unlawful detainer actions during relocation. An appeal
11 regarding eligibility for relocation assistance shall be filed within ten days after the landlord or tenant
12 receives the Director's notice of tenant eligibility. All requests for an appeal shall be in writing and shall
13 clearly state specific objections and the relief sought, and shall be filed with the City Clerk. A record shall
14 be established at the hearing before the Hearing Examiner. Appeals shall be considered de novo. The
15 Hearing Examiner shall issue a decision within 30 days of a request for a hearing by either the tenant or
16 landlord.

17 b. Judicial review of an administrative hearing decision relating to relocation assistance may be made by
18 filing a petition in Pierce County Superior Court within ten days of the Hearing Examiner's decision.
19 Judicial review shall be confined to the record of the administrative hearing and the court may reverse the
20 decision only if the administrative findings, inferences, conclusions, or decision is:

- 21 (1) In violation of constitutional provisions;
22 (2) In excess of the authority or jurisdiction of the administrative hearing officer;
23 (3) Made upon unlawful procedure or otherwise is contrary to law; or
24 (4) Arbitrary and capricious.

25 10. If the City makes no appropriation to support this relocation assistance program in this subsection
26 TMC 1.95.080.B, then neither the landlord nor the City shall be subject to the relocation assistance
requirements for low-income tenants, and tenants shall not be entitled to relocation assistance as
otherwise provided.

1.95.085 Shared Housing Requirements:

17 **A. Findings. Shared housing provides an affordable option for many kinds of people including students,**
18 **older adults, singles, and workers who make low wages. Costs stay low because someone rents a**
19 **private room but shares common areas such as a kitchen, bathroom, gathering spaces, and/or**
20 **bathroom. The City recognizes that shared housing has become a more common way to secure**
21 **housing but is also a tool to help prevent homelessness. The City has a responsibility to ensure that**
22 **housing is equitable, crimefree, and healthy. This section strives to ensure housing security for**
23 **current and future residents, healthy housing conditions, and reduce negative impacts on**
24 **neighborhoods.**

25 **B. Shared housing regulations.**

- 26 1. Any rental agreement under this section must be in writing and in compliance with TMC
1.95.037.
2. Any landlord or master lease holder renting to four or more tenants in a dwelling unit must have
separate rental agreements for each "habitable space." "Habitable space" is defined pursuant to
TMC 2.01.040.W and "is space in a structure for living, sleeping, eating, or cooking. Bathrooms,
toilet compartments, closets, halls, storage or utility space, and similar areas, are not considered
habitable space."
3. Master lease holder shall provide contact information for their subtenants to the property owner,
and must provide contact information of the property owner to their subtenants.

C. For any rental agreement with a master lease, landlord and the master lease holder must comply with
the following:



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- 1. Landlord and master lease holder must both be in compliance with subsection B.
- 2. Landlord and master lease holder must investigate any complaints from City of Tacoma, Tacoma Police Department, neighbors, and/or Neighborhood Councils, related to the rental property causing a nuisance, drug or gang activity, and terminate tenancy if appropriate.
- 3. Landlord must serve any notices outlined in TMC 1.95.070.C to master lease holder and provide enough copies for the maximum number of residents as allowed under TMC 2.01.060.V and W, and served in accordance with RCW 59.12.040 and TMC 1.95.030.C.
- 4. After being served notice under TMC 1.95.070.C, the master lease holder must serve copies to the subtenants in accordance with -RCW 59.12.040 and TMC 1.95.030.C. If the master lease holder fails to provide a notice to terminate a subtenancy, the landlord shall still be entitled to pursue an unlawful detainer action against the subtenants if necessary, provided that any subtenants who will be evicted as a result of the unlawful detainer action will be entitled to reside at the premises for an additional thirty (30) days following the date the writ of restitution is issued, or as ordered by court.

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.
- 3. Pursuant to provisions of the state RLTA (Chapter 59.18 RCW), landlords may not 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). A landlord shall not evict or attempt to evict any tenant, or otherwise terminate or attempt to terminate the tenancy of any tenant, unless the landlord can prove in court that just cause exists. Regardless of whether just cause for eviction may exist, a landlord may not evict a tenant if:
 - a) the landlord does not have a City annual business license as required by TMC 6B.20.010 and has not complied with the requirement of registering each dwelling unit with the City of Tacoma and certification that each dwelling unit complies with RCW 59.18.060, as it exists or as hereinafter amended, and does not present conditions that endanger or impair health and safety of tenants;
 - b) the landlord or master lease holder has failed to comply with subsection TMC 1.95.070.C as required and the reason for terminating the tenancy is that the tenancy ended at the expiration of a specified term or period, except as provided by TMC 1.95.085.C.4;-or
 - c) any violation of any notices required by TMC 1.95.070 exists. Lack of such notice shall provide the tenant with a defense to an unlawful detainer action.
- 4. ~~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:
 - (1) Give notice to terminate a monthly or periodic tenancy as provided in Section 1.95.070, with service conforming with RCW 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
 - (2) Provide relocation assistance in a timely manner as provided in Sections 1.95.080 or 1.95.090.
- ~~b.-5.~~ Any rental agreement provision which waives or purports to waive any right, benefit or entitlement created by this section shall be deemed void and of no lawful force or effect.
- ~~4. Any rental agreement with illegal lease provisions as outlined in RCW 59.18.230, as it currently exists or hereinafter amended, or requires a tenant to provide more than a 20 day notice to terminate tenancy, is subject to civil penalties.~~



56. Joint and Several Responsibility and Liability.

1 Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is
2 not prohibited from taking action against a person where other persons may also be potentially
3 responsible persons, nor is the City required to take action against all potentially responsible persons.

B. Rebuttable Presumption.

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

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

C. Powers and duties of the Director.

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

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

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

D. Notice of Violation.

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

23 a. The street address or a description of the building, structure, premises, or land in terms reasonably
24 sufficient to identify its location where the violation occurred;

25 b. A description of the violation and a reference to the provisions of this chapter which have been
26 violated;

a. A description of the action required to comply with the provisions of this chapter;

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 the City Clerk no later than ten
days after the Notice of Violation has been issued;

e. A statement that penalties will accrue as provided in this chapter;

f. An Advisory Letter to provide the Landlord with a timeline of the process and an invitation to
conciliate.

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.

E. Civil Penalties.

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

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 (TMC 1.95.050), or Notice to



increase rent requirements (TMC 1.95.060), [or Late Fees \(TMC 1.95.065\)](#), a landlord shall be subject to the following penalties:

- 1 (1) For the first violation for each affected dwelling unit, \$500; and
- 2 (2) For each affected dwelling unit for each subsequent violation within a three year period, \$1,000.

3 b. For a violation of a Notice to vacate (TMC 1.95.070), Tenant Relocation Assistance (TMC 1.95.080),
4 Retaliation prohibited (TMC 1.95.090.A.2), and illegal rental agreement provisions (TMC 1.95.090.A.4),
5 [Rental agreement regulations \(TMC 1.95.037\)](#), [Tenant Screening \(TMC 1.95.035\)](#), [Shared Housing \(TMC 1.95.085\)](#), a landlord or master lease holder if appropriate, shall be subject to the following penalties:

- 6 (1) For each violation from the date the violation begins for the first ten days of noncompliance, \$250 per day, per dwelling unit;
- 7 (2) For each violation for each day beyond ten days of noncompliance until compliance is achieved, \$500 per day, per dwelling unit.

8 3. If the tenants have already relocated, but a violation of the notices required pursuant to Section
9 1.95.070 can be demonstrated by the City by a preponderance of the evidence, then any person violating
10 any provision of this chapter shall be subject to a penalty in the amount of \$1,000 per dwelling unit for
11 which the violation occurred.

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

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

17 F. Administrative Review by Director.

18 1. General.

19 A person to whom a Notice of Violation or penalty is assessed may request an administrative review of
20 the Notice of Violation or penalty.

21 2. How to request administrative review.

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

3. Decision of Director.

After considering all of the information provided, the Director shall determine whether a violation has
occurred and shall affirm, vacate, suspend, or 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.
