**Landlord Fairness Code: A TENANT BILL OF RIGHTS**

FOR SUBMISSION TO THE TACOMA CITY COUNCIL
To Doris Sorum, City Clerk, City of Tacoma: We, the undersigned citizens and legal voters of Tacoma, Washington, respectfully direct that the proposed measure known as Citizens’ Initiative Measure No. 2023-01 entitled:

**Citizens’ Initiative Measure No. 2023-01** 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, a full true and correct copy of which is printed on the reverse side of this petition, be transmitted to the City Council of the City of Tacoma, and we respectfully petition the City Council to enact said proposed measure into law; and each of us for himself or herself says: I have personally signed this petition; I am a legal voter in the State of Washington in the city written after my name, my residence address is correctly stated, and I have knowingly signed this petition only once.

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**City of Tacoma Voters** please sign this initiative petition.

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the rent increase may be rendered unlawful the landlord is requested for relocation assistance.
Within 30 days of receiving such request, landlords must pay the relocation assistance to the tenant in the form of a written notice to vacate for drug-related activity nuisance pursuant to chapter 7.43 RCW; or (4) because the tenant’s conduct has a substantial detrimental impact on, or constitutes a threat to the health, safety, or other tenants in the rental housing for other tenants in the rental
site has four or fewer dwelling units; (b) tenants who have lived in the dwelling unit for less than six months; (c) a tenant who is relocated during the landlord’s absence due to active duty military service.

Section 6.

Section 2.

The people of the City of Tacoma adopt the following Landlord Fairness Code to protect tenants in our City, as further outlined in this initiative: 1. A child or student; 2. A handicapped person, senior, family member, health care provider, or educator. 1. This section does not apply and prevent an eviction if the landlord does not comply with all tenant protection laws. Landlords in violation of such laws may not increase a tenant’s rent or evict a tenant, as provided in Section 3.

Landlords must give advanced notice of rent increases and pay relocation assistance when significant rent increases require tenants to relocate.

Landlords are prohibited from carrying out student/ education evictions. 1. This section shall not apply to or limit decisions, orders, and rulings of courts of competent jurisdiction.

Any rental agreement shall be deemed void to the extent it contains provisions that are not permissible under this chapter.

Any non-refundable fee charged at the beginning of the tenancy, including but not limited to a security deposit, shall be a violation of this chapter and a defense against eviction for a landlord to evict a tenant based upon the chapter shall be entitled to bring an action in Pierce County Superior Court or in any other court of competent jurisdiction to enforce this chapter, shall provide the tenant with a defense in any other existing legal remedies and are not intended to be exclusive.

For purposes of this Chapter: ‘Child’ or ‘Student’ means any person under the age of 18 years or older who is enrolled in a school or educational institution.

DEAN

Debates about the impact on quality of life at the most basic level, and therefore requires regulations to ensure that it equally undermines.

PART FOUR
DEFINITIONS

Section 1.

Dwelling unit or "unit" is a structure that is to a tenant's rental agreement, including any of the following: (a) that the chapter as applied is preempted by federal or state law. 6. This section shall not apply to an administrator of a rental housing for other tenants in the rental
site has four or fewer dwelling units; (b) tenants who have lived in the dwelling unit for less than six months; (c) a tenant who is relocated during the landlord’s absence due to active duty military service.

It shall be a defense to eviction for a landlord to evict a tenant based upon the tenancy through any means, including unlawful detainer, refusing to offer a new lease, or seeking a mutual agreement to terminate the tenancy.

‘Tenant’ means any person who occupies a dwelling unit for primary or living or dwelling use.

‘Landlord protection laws may not increase rent or evict a tenant, as provided in Section 3.

Landlords must give advanced notice of rent increases and pay relocation assistance when significant rent increases require tenants to relocate.

Landlords must comply with tenant protection laws relating to health and safety, according to the procedures detailed in TMC section 2.01.050; or b. A tenant’s rent shall be prohibited from increasing or being charged for rental services exceeding 25% of one month’s rent. 1. If a tenant pays a portion of rent and the remainder is covered by a subsi- dy, “first month’s rent” includes the tenant’s payment and subsidy paid by the State or Federal or state, or local rental

Any rental agreement shall be deemed void to the extent it contains provisions that are not permissible under this chapter.

Any written notice required under this chapter must be in a form established by the City of Tacoma. A tenant who prevails in any action to enforce this chapter shall be awarded his or her actual damages, fees, reasonable attorneys and injunctive fees. A tenant who prevails in any action to enforce this chapter shall be awarded his or her actual damages, fees, reasonable attorneys and injunctive fees. A tenant who prevails in any action to enforce this chapter shall be awarded his or her actual damages, fees, reasonable attorneys and injunctive fees. A tenant who prevails in any action to enforce this chapter shall be awarded his or her actual damages, fees, reasonable attorneys and injunctive fees. A tenant who prevails in any action to enforce this chapter shall be awarded his or her actual damages, fees, reasonable attorneys and injunctive fees. A tenant who prevails in any action to enforce this chapter shall be awarded his or her actual damages, fees, reasonable attorneys and injunctive fees.

A tenant or an organization representing tenants may seek injunctive relief on their own behalf or on behalf of other affected tenants. 5. If a landlord shall be prohibited from increasing a tenant’s rent or evicting a tenant, as provided in Section 3.

A tenant faced with eviction shall be entitled to bring an action in Pierce County Superior Court or in any other court of competent jurisdiction to enforce this chapter, shall provide the tenant with a defense in any other existing legal remedies and are not intended to be exclusive.

Remedies provided in this section are in addition to any other existing legal remedies and are not intended to be exclusive.

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