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## AGENDA MEMO

Needs Legal Review: Yes  
Council Meeting Date: March 4, 2020  
Agenda Item: Tenant Protections  
Presented By: Marla Keethler, Mayor

### **Action Required**

Provide direction to staff regarding putting into code tenant protections.

### **Explanation of Issue**

It is becoming increasingly difficult for low-income renters, including working households, to find affordable rentals. The recommended protections are an effort to:

- Provide timelines that favor tenants facing eviction with a longer notice window
- Create some security around anticipated rent changes or increases
- Reinforce already mandated state level protections regarding tenant rights in general
- Allow for flexibility in upfront costs to alleviate the cost-burden on new or relocating tenants

Staff needs direction on which recommendations council would like to pursue so that draft ordinances can be created for council review and action. Additional protections or considerations council may wish to see included should also be added during this phase.

### **Proposed Ordinance Additions – Tenant Protections**

#### **Landlord Requirements**

1. 60-day notice to vacate month-to-month tenants for no-cause termination of tenancy
2. No more than 1 rent increase in a 12-month period
  - a. Rent increase freeze for first renewal
3. Landlord must provide notice of rent increase 60 days before end of rental term.
4. Landlords who wish to raise a tenant's rent by ten percent or more must give a 60-day written notice of rent increase. Would apply to any increase of ten percent or more than the rent charged during the past 12 months of tenancy.
5. Require landlords to distribute information about tenant rights as well as landlord and tenant responsibilities
6. Prohibit retaliation against tenants for exercising their rights under WA State Residential Landlord-Tenant Act (RCW 59.18 RLTA)

#### **Tenant Protections**

1. Source of Income Protection
  - a. Landlord may not refuse to rent to a tenant based on tenant's source of income, which includes:

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- Federal and state benefits
  - Rent subsidies from federal, state or local housing programs
  - Landlord may still use screening criteria to determine whether or not to rent to a tenant
2. If landlord reviews income as part of screening may only count the portion of the rent the tenant is responsible for paying (i.e. Section 8 funding \$600 of a \$1000 lease, tenant income criteria should be weighted against the \$400 remaining)
  3. Installment payments for various deposits/fees
    - a. If total amount of security deposit, non-refundable move-in fees and last months' rent exceeds 25% of the first full month's rent, tenant may request in writing to pay the total amount in installments:
      - if tenancy is 3 months or longer, can pay in three consecutive and equal monthly installments
      - for month to month, a tenant may elect to pay in two equal installments with first payment due at the commencement of tenancy.
      - failure to pay installments would be a breach of the agreement and tenant would be subject to a 10-day vacate notice
      - fees or additional costs could not be added if a tenant opts to pay in installments
  4. Tenants with disabilities have a right to request a written reasonable accommodation for landlords to serve any notices required to in a format other than written/given, if necessary.
  5. Provide relocation assistance for qualifying termination of tenancy of low-income tenants
  6. Security deposit cannot be collected unless:
    - rental agreement is in writing
    - written checklist or statement specifically describing condition and cleanliness of or existing damages to the premises and furnishing
    - checklist signed and dated by landlord and tenant
    - security deposit must be placed in a trust account and provide a written receipt and notice of the name, address and location of depository – reference RCW 59.18.280