

**CITY OF WHITE SALMON
ORDINANCE NO. 2023-05-1141**

**AN ORDINANCE CREATING WSMC CHAPTER 5.10 TENANT PROTECTIONS TO
THE MUNICIPAL CODE OF THE CITY OF WHITE SALMON, WASHINGTON.**

WHEREAS, the City Council has seen the impacts of the rental business in the nation, the State of Washington and locally in the City of White Salmon; and

WHEREAS, it has become increasingly difficult for low-income renters, including working households, to secure affordable rental housing in the City of White Salmon; and

WHEREAS, the City of White Salmon proposes tenant protections to assist in minimizing the growing burden associated with housing for low-income renters; and

WHEREAS, the City Council has held a Public Hearing for Ordinance 2023-05-1141 at its regularly scheduled meetings May 17, 2023, and June 7, 2023; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE SALMON
DO ORDAIN AS FOLLOWS:**

SECTION 1. ADDING CHAPTER 5.10 Tenant Protections. White Salmon Municipal Code (WSMC) Chapter 5.10 Tenant Protections is hereby added.

WSMC 5.10 Tenant Protections

5.10.010 Purpose and Intent

The purpose of this chapter is to establish regulations supporting housing security to reduce houselessness and to establish standards and enforcement mechanisms as they relate to rental housing within the municipal boundaries of the City of White Salmon. It is the intent of the White Salmon City Council to maintain healthy, vibrant and diverse neighborhoods within the City of White Salmon. The regulations contained in this chapter balance the needs of the landlord, tenant, and the City of White Salmon to ensure safe, healthy, and thriving rental housing within the City's municipal boundaries. The City recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for White Salmon's residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that this commercial venture is equitably undertaken. This chapter helps ensure housing security for current and future residents within the City of White Salmon.

5.10.020 Definitions

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

- A. "Assistance animal" means an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability. An assistance animal is not a pet.
- B. "Days" means calendar days unless otherwise provided.
- C. "Director" means the City Administrator, or the City Administrator's designee.
- D. "Dwelling unit" means a structure or part of a structure used as a home, residence, or sleeping place by one or more persons maintaining a common household, including, but not limited to, single-family residences and units of multiplexes, apartment buildings, mobile homes, and rooms for which occupancy is authorized by a written or oral rental agreement.
- E. "Landlord" means a landlord as defined in and within the scope of RCW [59.18.030](#) and RCW [59.18.040](#) of the Residential Landlord Tenant Act of 1973 ("RLTA") in effect at the time the rental agreement is executed or occurs. As of the effective day of this ordinance, the RLTA defines "landlord" as "the owner, lessor, or sub- lessor 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 sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager."
- F. "Occupancy" means the formal designation of the primary purpose of the building structure or portion thereof.
- G. "Owner" means the owner of record as shown on the last Klickitat County tax assessment roll or such owner's authorized agent.
- H. "Rent" or "rental amount" means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. PROVIDED, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant's obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.
- I. "Rental agreement" 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.
- J. "Tenant" means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.

5.10.030 Rent Increase Notification

- A. A landlord may not increase a tenant's rent by more than five percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 120 days before such increase takes effect.
- B. A landlord may not increase the rent of a tenant by more than 10 percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 180 days before such increase takes effect.
- C. Pursuant to RCW [59.18.140](#), if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of 30 days' prior written notice of an increase in the amount of rent to each affected tenant.
- D. Any notice of a rent increase required by this section must be served in accordance with RCW [59.12.040](#). Notice of any rental increase of five percent or less may be served in accordance with RCW [59.12.040](#).

5.10.040 Pet Damage Deposits

- A. Except as provided in subsection B of this section, a landlord may require payment of a pet damage deposit that may not exceed 25 percent of one month's rent, regardless of the time when the pet damage deposit is paid.
- B. Exceptions
 - 1. A landlord may not require a pet damage deposit for an animal that serves as an assistance animal for the tenant. This prohibition does not prohibit a landlord from bringing an action for damages resulting from damage to the landlord's property caused by the tenant's assistance animal.
 - 2. A landlord may not charge a pet damage deposit in that type of subsidized housing where the amount of rent is set based on the income of the tenant. This exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, [42 U.S.C. Sec. 1437f](#), commonly known as the choice voucher program.
- C. If the tenant's pet's occupancy begins at the beginning of tenancy, the amount of the pet damage deposit must be specified in a rental agreement. If the tenant's pet's occupancy begins after the beginning of the tenancy, the amount of the pet damage deposit must be specified in an addendum to the rental agreement. The tenant may elect to pay the pet damage deposit in three consecutive, equal monthly installments that begin when the tenant's pet first occupies the rental unit

or the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule, the schedule must be described in the rental agreement or in an addendum to the rental agreement.

D. A landlord may not keep any portion of the pet damage deposit for damage that was not caused by a pet for which the tenant is responsible. Not later than 21 days from the end of the tenancy, the landlord shall return to the tenant any portion of the pet damage deposit not applied to the costs of remediating damage caused by a pet for which the tenant is responsible, or the landlord shall provide to the tenant an itemized list of damages if a portion or the entirety of the deposit is retained for damage caused by a pet for which the tenant is responsible.

E. Other than the pet damage deposit authorized by subsection A of this section, a landlord may not charge the tenant any fee for keeping a pet.

5.10.050 Limits of Move in Fees

A refundable security deposit or last month's rent may be charged by a landlord before a tenant takes possession of a dwelling unit. Landlords are prohibited from charging tenants any other non-refundable fees or one-time fees at the beginning of the tenancy, including a fee to hold a unit prior to the tenant taking possession. The amount of the refundable security deposit or last month's rent may not exceed one month's rent, except in that type of subsidized housing where the amount of rent is set based on the income of the tenant. The exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, [42 U.S.C. Sec. 1437f](#), commonly known as the choice voucher program. A landlord is prohibited from charging or accepting any move in fee in excess of that allowed in this section.

5.10.060 Compliance and Enforcement

A. Compliance.

1. Any rental agreement or renewal of a rental agreement in a residential unit in the City of White Salmon entered into after the date this code becomes effective, 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. Any rental agreement 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.

B. Powers and duties of the Director.

1. The Director is authorized to enforce this chapter and may promulgate rules and regulations consistent with this chapter, provided that the Director shall hold one or more public hearings prior to adoption of final rules and regulations.
2. The Director shall attempt to settle by agreement any alleged violation or failures to comply with the provisions of this chapter; provided that nothing herein shall create a right or entitlement of a landlord to settlement by agreement.
3. The Director is authorized to request records from the landlord and the landlord shall allow the Director access to such records, when requested, with at least five business days' notice and at a mutually agreeable time, to investigate potential violations of the requirements of this chapter.

C. Notice of Violation.

1. If a violation of this chapter occurs, the Director shall issue a Notice of Violation. A Notice of Violation shall include:
 - a. The street address or a description of the building, structure, premises, or land in terms reasonably sufficient to identify its location where the violation occurred;
 - b. A description of the violation and a reference to the provisions of this chapter which have been violated;
 - c. 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 to, by personal delivery or first-class mail.

D. Civil Penalties.

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

- a. For the first violation for each affected dwelling unit, \$750; and
 - b. For each affected dwelling unit for each subsequent violation within a three-year period, \$2,000.
2. The Director may waive or reduce the penalty if the landlord comes into compliance within fifteen days of the Notice of Violation or shows that its failure to comply was due to reasonable cause and not willful neglect.
 3. Any civil penalties paid by the landlord shall be kept by the City and deposited into the General Fund.

SECTION 3. SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of any other section, sentence, clause, or phrase of this ordinance.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect five (5) days after passable and publication of an approved summary consisting of the title.

PASSED in regular session this 7th day of June, 2023.

Jason Hartmann, Mayor Pro-Temp

Stephanie Porter, Clerk/Treasurer

Approved as to form:

Shawn MacPherson, City Attorney