

CITY OF WHITE SALMON WASHINGTON
ORDINANCE NO. 2021-01-1073
ADOPTING WHITE SALMON MUNICIPAL CODE 8.60 RENTAL HOUSING CODE

WHEREAS, the State of Washington provides state statutes regarding residential rentals, RCW 59.18 Residential Landlord Tenant Act of 1973; and

WHEREAS, the City of White Salmon desires to provide additional requirements related to residential rentals; and

WHEREAS, the City of White Salmon desires to educate tenants and landlords regarding state requirements and new city requirements related to residential rentals; and

WHEREAS, the World Health Organization’s Commission on Social Determinants of Health has stated that access to quality housing is a necessary element in securing social justice and equity; and

WHEREAS, the City of White Salmon acknowledges in their Diversity Resolution that all members of our community deserve to live healthy, happy, rewarding lives, free of fear, and that safe, stable, secure housing helps achieve those aims, and

WHEREAS, the City of White Salmon’s Comprehensive Plan housing goal (H-2) is to promote diversified residential opportunities for all economic levels; and

WHEREAS, the City of White Salmon’s Comprehensive Plan housing policy (H-2.3) states opportunities for all economic income levels shall be encouraged, particularly workforce housing; and

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

SECTION 1. White Salmon Municipal Code 8.60 Rental Housing is hereby adopted as follows:

CHAPTER 8.60
RENTAL HOUSING CODE

Sections:

- 8.60.010 Purpose and Intent.
- 8.60.020 Definitions.
- 8.60.030 Distribution of information required.
- 8.60.040 Deposit requirements and installment payments permitted.
- 8.60.050 Notice requirement generally—reasonable accommodation request.
- 8.60.060 Notice to increase rent requirements.
- 8.60.070 Notice to vacate requirements.
- 8.60.080 Tenant relocation assistance
- 8.60.090 Compliance and enforcement.
- 8.60.100 Severability.

8.60.010 Purpose and Intent.

The purpose of this chapter is to establish regulations supporting the topic of increasing housing security, and to establish standards and enforcement mechanisms as they relate to rental housing within the City limits of White Salmon.

It is the City's intent to continue its long-term commitment to maintain vibrant and diverse neighborhoods within White Salmon.

Throughout this chapter, Revised Code of Washington (RCW) is called out to reinforce existing law as well as new and existing White Salmon Municipal Code (WSMC). The combination of state and city code in this chapter provides a full picture of what is expected from all parties.

The regulations contained in this chapter balance the needs of the landlord, tenant, and the City while creating a partnership to ensure safe, healthy, and thriving rental housing in White Salmon. 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 residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that it is equitably undertaken.

8.60.020 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 White Salmon Municipal Code (“WSMC”); 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” means the destruction of any dwelling unit. Any “demolition” as provided herein requires displacement of a tenant.

“Director” means the City Administrator, or the City Administrator’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” 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.

“Housing costs” means the compensation or fees paid or charged, usually periodically, for the use of any property, land, buildings, or equipment for residential purposes. For purposes of this chapter, housing costs include the basic rent charge, but do not include utility charges that are based on usage and that the tenant has agreed in the rental agreement to pay, unless the obligation to pay those charges is itself a change in the terms of the rental agreement.

“Immediate family member” includes the spouse or domestic partner, dependent children, and other dependent relatives.

“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. As of the effective day of this ordinance, the RLTA defines “landlord” as “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.”

“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).

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

- A. All or any part of the real title to property; or
- B. All or part of the beneficial ownership, and a right to present use and enjoyment of the property.

“Rental agreement” means a residential rental agreement as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the state RLTA in effect at the time the rental agreement is executed. As of the effective day of this ordinance, the state RLTA defines “rental agreement” as “all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.”

“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.

“Security deposit” does not include a fee.

“Substantial rehabilitation” means extensive structural repair or extensive remodeling and requires a building, electrical, plumbing, or mechanical permit for the tenant’s dwelling unit at issue. Any “substantial rehabilitation” as provided herein requires displacement of a tenant.

“Tenant” means any person who is permitted to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement and includes those persons who are considered to be tenants under the state RLTA, chapter 59.18 RCW and those tenants whose living arrangements are exempted from the state RLTA under RCW 59.18.040(3). For purposes of this chapter, “tenant” shall not include the owner of a dwelling unit or members of the owner’s immediate family.

8.60.030 Distribution of information required.

- A. Distribution of resources by landlord.
 - 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, once created by the City, with a City of White Salmon informational website address designated by the City for the purpose of providing information about the property and its landlord, which

may include, but is not limited to, local code enforcement information relating to properties within City limits and a website address for the Washington Secretary of State for the purpose of providing information on how to register to vote or change their address, if the individual is already registered to vote.

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

B. Distribution of information packets by landlord.

1. The Director shall prepare and update as necessary, summaries of this chapter, the Building Code (WSMC 15.04), state RLTA (RCW 59.18), Forcible Entry and Forcible and Unlawful Detainer (RCW 59.12), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.
2. A landlord shall provide a copy of the summaries prepared by the Director to any tenant or prospective tenant when a rental agreement is offered, whether or not the agreement is for a new or renewal agreement.
3. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries described herein, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.
4. For existing tenants, landlords shall, within 30 days after the summaries are made available by the City, distribute current copies of the summaries to existing tenants.
5. The initial distribution of information to tenants must be in written form and landlords shall obtain the tenant's signature documenting tenant's receipt of such information. If a tenant refuses to provide a 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.
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.

8.60.040 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. The city will provide a written formula to use to determine when the threshold is met to allow installment payments.

- B. Fixed-term tenancies for three months or longer. For any rental agreement term that establishes a tenancy for three months or longer, the tenant may elect to pay the security deposit, 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.
- C. Month-to-month 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, 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.
- 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 ten-day notice pursuant to RCW 59.12.030(4), and shall mean that the entire amount of any outstanding payments shall become due when the next rent payment is due, unless otherwise agreed to in writing by the landlord and tenant.
- E. 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. Tenant is entitled to a receipt showing itemized cost of actual screening report.
- F. No security deposit may be collected by a landlord unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances, is provided by the landlord to the tenant at the beginning of the tenancy. The checklist or statement shall be signed and dated by the landlord and the tenant, and the tenant shall be provided with a copy of the signed checklist or statement.
- G. A landlord must place any required security deposit in a trust account and provide a written receipt and notice of the name, address, and location of the depository and any subsequent change thereof to the tenant, in compliance with the requirements of RCW 59.18.270.
- H. Nothing in this Chapter 8.60 prohibits a landlord from bringing an action against a tenant to recover sums exceeding the amount of the tenant's security deposit for damage to the dwelling unit for which the tenant is responsible. The landlord may seek attorney's fees for such an action as authorized by chapter 59.18 RCW.
- I. Furnished dwelling units are excluded from installment payments allowed for in WSMC 8.60.040(A).

8.60.050 Notice requirement generally – reasonable accommodation request.

A landlord shall review and comply with all reasonable accommodation requests, as required in WSMC 8.60.030, received from a tenant related to the service of any notice required by this chapter.

8.60.060 Notice to increase rent requirements.

A landlord is required to provide the minimum written notice, as outlined in Chapter 59.18.140 RCW, as it currently exists or is hereinafter amended, whenever the periodic or monthly housing costs to be charged a tenant will increase by any amount charged the same tenant for the same housing unit.

8.60.070 Notice to vacate requirements.

- 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.
- B. Requirement for notice to tenant when tenant displaced. 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.
- C. Requirement for notice to tenant for no cause termination. Unless provided otherwise under federal or state law applicable to low-income or affordable housing programs or under subsection B above, a landlord may only terminate a tenancy for no cause by providing the tenant written notice of at least 60 days preceding the end of the month or period of tenancy. Notices that are exempt from this subsection include, but are not limited to, notices authorized under RCW 59.12.030, as it currently exists or as hereinafter amended.
- D. Notice requirements, generally.
 - 1. Notices provided in this section shall comply with RCW 59.12.040, as it exists and as hereinafter amended.
 - 2. The notice shall list the name of the tenant and the dwelling unit number.
 - 3. 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.

- E. The notices required herein do not apply when:
 - 1. A landlord terminates for nonpayment of rent or for other cause allowed by the state RLTA, chapter 59.18 RCW, or the Forcible Entry and Forcible and Unlawful Detainer Act, chapter 59.12 RCW; or
 - 2. A landlord is required to repair the dwelling unit due to a violation of the Building Code, WSMC 15.04 and is found to be either derelict or unfit.

8.60.080 Tenant relocation assistance.

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

8.60.090 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. 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). This requirement shall not apply where excepted in the RLTA, such as in the event of abandonment or the other conditions set forth in RCW 59.18.310.
 - 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 a 120-day or 60-day “no cause” notice to a monthly or periodic tenant 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 8.60.080 or 8.60.090.
 - b. 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. Joint and Several Responsibility and Liability. Responsibility for violations subject to enforcement under this chapter is joint and several, and the City is not prohibited from taking action against a person where other persons may also be potentially responsible persons, nor is the City required to take action against all potentially responsible persons.

- B. Rebuttable Presumption.

- 1. If a landlord provides a 60-day notice to vacate under WSMC 8.60.070.C, and within 90 days after the tenant vacates the dwelling unit, the landlord commences activity to demolish or substantially rehabilitate or change the use of the dwelling unit, the City shall

presume that the landlord intended to avoid the 120-day notice to terminate requirement in WSMC 8.60.070.B.

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

C. 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 landlord and the landlord shall allow the Director access to such records, as well as a complete roster of tenants names and contact information, 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.

D. 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 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 (WSMC 8.60.030), Deposit requirements and installment payments (WSMC 8.60.040), Notice requirement generally (WSMC 8.60.050), or Notice to increase rent requirements (WSMC 8.60.060), a landlord shall be subject to the following penalties:
 - (1) For the first violation for each affected dwelling unit, \$500; and
 - (2) For each affected dwelling unit for each subsequent violation within a three-year period, \$1,000.
 - b. For a violation of a Notice to vacate (WSMC 8.60.070) and Tenant Relocation Assistance (WSMC 8.60.080) a landlord shall be subject to the following penalties:
 - (1) For each violation from the date the violation begins for the first ten days of noncompliance, \$250 per day, per dwelling unit;
 - (2) For each violation for each day beyond ten days of noncompliance until compliance is achieved, \$500 per day, per dwelling unit.
3. If the tenants have already relocated, but a violation of the notices required pursuant to WSMC 8.60.070 can be demonstrated by the City by a preponderance of the evidence, then any person violating any provision of this chapter shall be subject to a penalty in the amount of \$1,000 per dwelling unit for which the violation occurred.
4. 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. If the Director finds a willful violation of this chapter, which resulted in a Notice of Violation outlined above, the Director may issue a Penalty that shall be \$1,000.
5. Any civil penalties paid by the landlord shall be kept by the City.

F. Administrative Review by Director.

1. General. A person to whom a Notice of Violation or penalty is assessed may request an administrative review of the Notice of Violation or penalty.
2. How to request administrative review. A person may request an administrative review of the Notice of Violation or penalty by filing a written request with the Director within ten days from the date the Notice of Violation or penalty was issued. The request shall state, in writing, the reasons the Director should review the Notice of Violation or penalty. Failure to state the basis for the review in writing shall be cause for dismissal of the review. Upon receipt 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.

8.60.100 Severability.

If any provision or section of this chapter shall be held to be void or unconstitutional, all other parts, provisions, and sections of this chapter not expressly so held to be void or unconstitutional shall continue in full force and effect.

SECTION 2. SEVERABILITY: If any section, sentence, or phrase of this Chapter is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence or phrase of this Chapter.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect five (5) days after its publication according to law.

PASSED by the City Council of the City of White Salmon at a regular meeting this 6th day of January, 2021.

Marla Keethler, Mayor

ATTEST:

Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney