



INFORMATIONAL MEMORANDUM

TO: **Planning & Community Development Committee**
FROM: **Laurel Humphrey, Legislative Analyst**
DATE: **August 4, 2025**
SUBJECT: **Washington State Renter Protection Update**

ISSUE

[House Bill 1217](#) was signed into law in May 2025 and limits rent and fee increases for residential and manufactured/mobile home tenancies. Key provisions include:

Residential Rent Increase Limits: Under the Residential-Landlord Tenant Act (“RLTA”), landlords cannot increase rent for existing tenants by more than 7% plus the Consumer Price Index (CPI) or 10%, whichever is less, in any 12-month period. On June 1 of each year, the state will publish annual calculations of the maximum increase allowable using CPI. The limits do not apply to rent adjustments after a tenant vacates a unit. Landlords must provide notice of rent increase in a format established by the state law.

Rental Parity: Landlords must provide rental parity between lease types for a specific dwelling unit, which means a landlord may not charge more than a 5% difference in rent depending on the type of lease.

New Tenancy Increases: Under both the RLTA and the MHLTA, landlords cannot increase the rent during the first 12 months of a tenancy.

Manufactured/Mobile Home Rent Increase and Fee Limits: Rent increases for manufactured homes are capped at 5% during any 12-month period. Move-in fees and security deposits should total no more than one month’s rent. Late fees are capped between 2-5% of the total monthly rent, depending on lateness.

Notice Requirements: Landlords must provide 90 days' written notice of any rent increase, an increase from the previous 60-day requirement.

Landlord Resource Center: The bill required the Department of Commerce to create an online [landlord resource center](#) to provide information about available programs and services.

Enforcement: The Washington State Attorney General has the power to enforce the provisions of the law, including bringing actions and imposing penalties for violations.

Tenant Protections: Tenants have the right to challenge unlawful rent increases and can terminate their lease without penalty if a landlord violates the law.

Exemptions: The law includes specific exemptions, such as for newer properties, certain non-profit organizations, properties with specific affordable housing designations, and fourplex or smaller housing units where the landlord lives in one of the units. Any landlord claiming an exemption must include supporting facts in the written notice of the rent increase.

Public Outreach

Even though this is a state law, the City can assist in helping renters and landlords understand the changes to the law. Staff intends to put information online and publish articles in the Hazelnut and Utility insert. The Washington State Attorney General's website publishes a comprehensive [list of resources](#) to help renters that the city can help promote. The City can include information with the yearly license renewal email to landlords via the rental inspection program.

Draft City Ordinance – Proposed Renter Protections

Since 2023, the Tukwila City Council has been discussing the possibility of enhancing renter protections locally and several iterations of a draft ordinance have been before Committees and Council, most recently in September 2024. Provisions of the most recent draft ordinance before the Council include:

- Distribution of Information – the City will prepare written summaries of legal protections and landlords would be required to provide them to prospective renters, to new tenants, and to existing tenants.
- Deposit Requirements - upfront costs over and above the 1st month's rent are capped at a total of 1-month rent, with a right to pay in installments over 6 months, or 2 months for leases shorter than 6 months.
- Late Fees – Fees for late payment of rent shall not exceed 1.5% of monthly rent.
- Rent Due Dates – Tenants may adjust rent due date if on a fixed income.
- Social Security Numbers – Landlords may request but not require a social security number for purpose of screening prospective tenants.

These provisions are not addressed in HB 1217. Because the City Attorney has provided extensive input on this matter, a copy of the 8/23/24 staff report is included for reference.

RECOMMENDATION

This is an opportunity for the Committee to discuss HB 1217 and the 2024 draft ordinance.

ATTACHMENTS

Exhibit 1: Informational Memo updated 8/23/24

Exhibit 2: Draft Ordinance



EXHIBIT 1: 2024 MEMO

City of Tukwila

Thomas McLeod, Mayor

INFORMATIONAL MEMORANDUM

TO: **Tukwila City Council**

FROM: **Laurel Humphrey, Legislative Analyst**
Kari L. Sand, City Attorney
Nick Morton, Assistant City Attorney

DATE: **May 31, 2024 (Updated August 23, 2024, see page 7 for new information)**

SUBJECT: **Renter Protection Policy Proposals**

ISSUE

Draft ordinance regarding enhanced renter protections.

BACKGROUND

In May 2023, the Transit Riders Union (TRU) approached the City Council about adding additional regulations/protections for tenants in Tukwila.

The Planning and Community Development (PCD) Committee discussed the proposals at its [May 1, 2023 meeting](#) and requested that the City Attorney prepare a preliminary opinion on legal risk prior to any legislation being drafted. The Committee discussed the legal analysis at its [August 7, 2023 meeting](#) and subsequently directed staff to prepare an ordinance including specific components that posed limited risk and bore minimal impact to city resources and staffing.

The Committee further discussed the draft ordinance at its [November 7, 2023 meeting](#) with revised recommendations based upon a pending legal challenge against the City of Kenmore. The draft ordinance no longer included protections associated with Rent Increase Notices or Just Cause Eviction. The Committee directed staff to conduct public outreach on the draft, which was done via inclusion in the renewal notices sent to landlords enrolled in the Residential Rental Business License and Inspection Program as well as an information page on the city website, a newsfeed post, and a request for comment in the e-Hazelnut.

In March 2024, TRU representatives made public comment and distributed a letter outlining a “minimum set of policies that would be acceptable,” included in the public comment attached to this memo.

Ordinance Draft

The draft ordinance as recommended by last year’s PCD Committee in November 2023 includes the following components:

- Distribution of Information – the City will prepare written summaries of legal protections and landlords would be required to provide them to prospective renters, to new tenants, and to existing tenants.

- Deposit Requirements - upfront costs over and above the 1st month's rent are capped at a total of 1-month rent, with a right to pay in installments over 6 months, or 2 months for leases shorter than 6 months.
- Late Fees – Fees for late payment of rent shall not exceed 1.5% of monthly rent.
- Rent Due Dates – Tenants may adjust rent due date if on a fixed income.
- Social Security Numbers – Landlords may request but not require a social security number for purpose of screening prospective tenants.

City Attorney Analysis

In advance of the April 22, 2024 Committee of the Whole meeting, the City Attorney prepared a [legal analysis](#) of TRU's March 24, 2024 proposals. The analysis used a traffic light metaphor, assigning green to proposals that carry a low risk, yellow to proposals that carry a medium level of legal risk, and red to proposals that carry a high level of legal risk.

The following proposals were assigned **green, meaning they carry low legal risk**. All these proposals are already included in the current draft ordinance. Council has received both positive and negative responses to these provisions from public commenters. Analysis of the criticisms is included in the public comment section below.

- Cap move-in costs additional to first month's rent at no more than one month's rent, and allow payment in installments.
- Social security number cannot be required for rental applications.
- Renters on fixed income can change their rent due date.

The following proposals were assigned **red, meaning they present high legal risk or are otherwise not advisable**. The City Attorney advises against implementing these proposals.

- Tenant can terminate lease and move with 20 days' notice if rent is increased by 3% or more.
- Tenant is entitled to landlord-paid relocation assistance for large rent increases.
- Strengthen just cause protections, including closing the "lease loophole."
- Ban unfair, deceptive, and abusive practices.

The following proposals were assigned **yellow, meaning they present a medium level of legal risk**. Below is additional analysis of these proposals for Council's consideration.

- Require 180 days' notice for rent increases of 3% or more.
 - **Analysis** – State law requires 60 days' notice of rent increases. A significant number of neighboring cities have imposed longer notice periods, usually either 120 days or 180 days. However, Kenmore's provision extending the notice period to 120 days is one of the provisions challenged by the Washington Business Properties Association in the lawsuit that is still pending in King County Superior Court (further discussion of the case is in the litigation section below).

- Prohibit landlords from raising rent on housing units that are defective, unsafe, or unlivable.
 - **Analysis** – The draft ordinance does not currently include this provision. Burien and SeaTac have passed versions of this proposal, both of which prohibit rent increases where the dwelling is in violation of any element of [RCW 59.18.060](#). These provisions are quite broad, as this RCW section lists all landlord duties, such as the requirement to maintain a duplicate key to each unit, which arguably is unrelated to a dwelling being defective, unsafe, or unlivable. Additionally, there is some risk that a provision of this kind could be challenged under [RCW 35.21.830](#), which prohibits cities from enacting any ordinances that “regulate the amount of rent to be charged.” By broadly prohibiting landlords from raising rents, a court could plausibly find the ordinance to be a “control on rent” that is preempted by state law. Thus, the recommendation is to only prohibit rent increases in instances where the dwelling is defective, unsafe, or unlivable and not to prohibit rent increases more broadly for *any* violation of RCW 59.18.060.
- Cap late fees at \$10 per month and ban notice delivery fees.
 - **Analysis** – The draft ordinance includes a cap on late fees at 1.5% of monthly rent. The City received public comment both in support and against this provision. Raising or reducing the percentage or dollar value of the late fee cap does not affect the legal risk of this provision.

4/22/24 Committee of the Whole

The Committee of the Whole discussed the draft ordinance at its April 22, 2024 meeting and referred it back to the Planning & Community Development Committee for additional discussion, to be followed up by a Full Council Work Session. The following themes emerged from Councilmember comments and questions:

Response to public comments

The Council expressed a desire to more fully consider the input received from landlords regarding potential tenant protection measures. Greg and Vanessa Zaputil, who are landlords in Tukwila, submitted a 4-page letter addressing each of the provisions of the draft ordinance. They also provided public comment at the COW meeting held on April 22, 2024. Their key points are representative of the concerns presented by other public commenters that were critical of the provisions currently included in the draft ordinance. Below is an analysis of their criticisms:

8.47.030 – Distribution of information

- **Criticism** – The requirement that distribution of information must take place “within 30 days” after being made available by the City is confusing. It is unclear when the clock starts on the 30 days.

- **Analysis** – Is there a feasible method of providing notice to all landlords that the informational packet has been released, such that there is a concrete date on which the 30 days commences? The City could resolve this concern by posting on its website with any new informational packet the start and end dates for any new 30-day clock.

8.47.040 – Deposit requirements and installment payments

- **Criticism** – Landlords should not be limited in their ability to collect deposits and move-in fees because costs, bills, and expenses have increased for landlords. Also, state law already allows for installment payments and requires checklists and trust accounts for tenant deposits.
- **Analysis** – Whether this provision is too burdensome for landlords is a policy question to be weighed by Council. It is true that chapter 59.18 RCW already allows for installment payments. However, the draft ordinance is more robust. The ordinance allows for six installment payments while state law only allows for up to three. It is also true that state law requires checklists and trust accounts for deposit funds. The draft ordinance adopts those requirements, though state law applies whether or not the City adopts it. Accordingly, the City could remove the checklist and trust account requirements from the draft ordinance for clarity, if desired.

8.47.050 – Late fees

- **Criticism** – The cap on late fees in the draft ordinance is too harsh and will eliminate the incentive for tenants to pay rent on time.
- **Analysis** – This is a policy question to be weighed by Council. The cap is at 1.5% in the current draft of the ordinance. Neither increasing nor reducing the cap will affect the legal risk of this provisions, which is relatively low.

8.47.060 – Due date adjustment

- **Criticism** – Landlords have bills with due dates that cannot be adjusted, such that allowing for flexible rent due dates will affect the landlords' ability to pay their bills on time.
- **Analysis** – This is a policy question to be weighed by Council. This provision presents very low legal risk.

8.47.070 – Social security numbers.

- **Criticism** – Prohibiting landlords from requiring social security numbers (SSN) will limit their ability to verify that applicants are able to pay their rent and do not pose a threat to the property or other residents. Many landlords prefer to run their own background checks on applicants using SSNs.
- **Analysis** – This is a policy question to be weighed by Council. This provision presents very low legal risk. The practical implications of this provision relate to the type of credit/background check a landlord can do with and without an SSN. In general, a SSN

is not required to run a credit report or criminal background check, though the use of a SSN arguably ensures more accuracy in these reports. Many typical background checks used by landlords do require a SSN. However, there are methods of conducting background checks without a SSN. One such method is a “reusable tenant screening report,” which allows an applicant to obtain a screening report from a consumer reporting agency and submit the report to multiple landlords. This also helps applicants avoid paying screening fees every time they apply to a landlord. The draft ordinance requires landlords to accept these portable reports. Under RCW 59.18.030, these reports must include a credit report, criminal history, eviction history, employment verification, and rental history. There are also tenant screening services that landlords can use directly that do not require a SSN, though some landlords fear that these reports may not be as accurate (as noted by several landlords during public comment).

8.47.090 – Violations and Penalties

- **Criticism** – The enforcement provision of the ordinance is too harsh. The ordinance should include escalating warnings prior to punitive measures.
- **Analysis** – The draft ordinance creates a private right of action to enforce these provisions, meaning that a tenant must bring a claim against a landlord. Adding a structure of escalating warnings would create an administrative burden on the City. Whether the penalties themselves are too harsh is a policy question to be weighed by Council.

Status update of related pending/completed litigation

Washington Business Properties Association (“WBPA”) v. City of Kenmore (pending) -

There are no new developments in this case. Below is a summary of the claims brought against Kenmore in this matter:

- Requires 120-days’ written notice for rent increases greater than 3% and 180-days’ written notice for rent increases greater than 10%.
 - WBPA argues that this provision is preempted by RCW 35.21.830, which states that “controls on rent” are a state concern and may not be regulated by local governments. The strength of this argument is questionable, as this provision requires additional notice but does not limit the amount of rent chargeable. That said, it is still unknown how the courts will rule on this issue.
- Extends just cause eviction requirements to nonrenewal of lease agreements at expiration (i.e., closes the “lease loophole”).
 - WBPA argues that this provision is preempted by state law, as it prohibits something expressly allowed under state law. Specifically, it prohibits non-renewing a tenant’s lease at the end of its term without just cause, which the WBPA asserts is allowed under RCW 59.12.030. There is an unpublished (non-

binding) appellate court case supporting this argument. See *Rental Hous. Ass'n of Washington v. City of Burien*, 23 Wash. App. 2d 1015 (2022) (see below).

- Prohibits unfair, abusive, and deceptive practices by landlords.
 - WBPA argues that this is an unconstitutionally vague restriction on speech. This is a facially valid constitutional claim but is unknown how the courts will rule on the issue. The City Attorney's Office previously flagged this provision as high risk (red category).

Rental Housing Association of Washington v. City of Burien (2022) - This case is unpublished, meaning it is technically non-binding. However, it does provide guidance as to how courts might rule on closing the "lease loophole."

Burien enacted an ordinance that extended just cause requirements to the non-renewal of a fixed term lease. This is what TRU refers to as "closing the lease loophole," which would require landlords to renew a tenant's lease at its expiration unless the landlord can show just cause for eviction under chapter 59.18 RCW.

The court held that Burien's ordinance was preempted by state law, as it "prohibits what state statute allows: eviction at the end of a lease term." This decision is based on RCW 59.12.030, which allows landlords to initiate an action to evict a tenant at the end of the lease term without showing one of the bases of just cause under RCW 59.18.650.

TRU maintains that this decision was wrongly decided, and has emphasized that it is unpublished, such that it does not prohibit closing the lease loophole. However, no subsequent lawsuits have tested this theory. Enacting such a provision carries a high risk of legal challenge.

Funding relationship with King County Bar Foundation Housing Justice Project

The City of Tukwila participates in a funding collaborative for the KCBA at a rate of \$10,000 per year in the current biennium. KCBA provides free legal assistance to low-income tenants facing eviction. Neighborhood legal clinics make legal information and referral available to low-income residents. Adoption of an ordinance relating to tenant protections would not impact this relationship currently or in the future.

Tukwila's Rental Housing Inspection Program

The City Council received a briefing on the Rental Housing Program at its February 12, 2024 Committee of the Whole meeting. ([Meeting material](#))

The City of Tukwila's Rental Housing Program is comparable to other cities in Washington; however, some are stricter, and some are more lenient. In January, our rental staff began meeting with rental staff in other Washington cities to collaborate and learn about how their programs work. These meetings have so far included Aberdeen, Auburn, Bellingham, Burien,

Kent, Lakewood, Lynnwood, Olympia, Pasco, Renton, Seattle, Spokane, and University Place. Of all the cities in Washington that have rental programs almost all of them require an annual registration (some charge a fee, some do not). The city of Tukwila has an annual license fee. All cities with rental programs require periodic rental inspections every 2-5 years. The city of Tukwila inspects rental properties prior to issuing the rental license and every 4 years thereafter. Auburn and Seattle have adopted renter protections. A few of the other cities are looking at adopting renter protections and a few others do not want to get involved in that level of regulation. The common goal of all the city's programs is to provide healthy and safe housing to tenants.

The City of Tukwila offers courtesy inspections for tenants concerned about their living conditions on the [rental licensing webpage](#) and in the Hazelnut newsletter.

Updates following June 10, 2024 Planning & Community Development Committee

The Planning & Community Development Committee discussed the draft ordinance at its June 10, 2024 meeting and made additional information requests addressed as follows:

1. Potential Small Landlord Exemption

Background

There is no legal restriction on providing an exemption from tenant protection provisions to small landlord. However, an exemption of this kind is not common in Washington. None of the renter protection ordinances passed since 2021 in Kenmore, Redmond, Kirkland, Issaquah, Burien, SeaTac nor Seattle have exempted landlords based on the number of units owned.

Several jurisdictions, including Auburn, Kenmore, and King County have considered such an exemption and ultimately opted not to pursue one.

Kenmore

Kenmore's city council discussed adopting an exemption for small landlords at its June 13, 2022 council meeting. A motion to add an exemption for landlords owning four or fewer units was not seconded, and the exemption was accordingly not included in Kenmore's ordinance. The reasons provided by councilmembers for not supporting the exemption included the following:

- Such an exemption is difficult to enforce. Companies commonly purchase properties under separate LLCs, making it difficult to tell exactly how many units are owned by one "landlord." This can lead to large companies benefiting from the exemption.
- Renters' rights should not be different depending on who they are renting from.
- The state legislature has considered small landlord exemptions in the past but has never enacted one because of the practical difficulty in targeting the correct "mom and pop" landlords, as well as enforcement.
- The city's tenant protection provisions are not so onerous as to cause substantial hardship on small landlords.

Arguments in favor of the exemption were similar to those heard by the Tukwila City Council throughout its consideration of a tenant protection ordinance:

- Small landlords do not have the capital to deal with difficult situations in the same way that larger companies do. This means limitations on security deposits and late fees can cause financial hardship.
- Many small landlords use rental income to pay mortgages or to fund retirement.
- Small “mom and pop” landlords evict tenants at a lower rate than large companies.

King County

King County passed a tenant protection ordinance in 2021 with many of the same provisions being considered by Tukwila, including a limit on move-in fees and late fees, increased notice of rent increases, and limitations on evictions. Councilmember Reagan Dunn proposed an exemption for landlords that own four or fewer units. The exemption was rejected by the council. Councilmembers who opposed the exemption provided as a rationale that a renter’s rights should not be different depending on who they are renting from.

2. Provide Information on Cost of Ballot Measures

The cost of placing a measure on a ballot in King County is variable and depends on factors including number of participating jurisdictions, number of voters in each jurisdiction, and total number of races and ballot measures each jurisdiction has on the ballot. There are also staffing costs associated with preparing for a ballot measure, which requires preparation and adoption of a resolution, preparation of an explanatory statement, soliciting and coordinating the pro/con committees, and submitting associated paperwork.

In Tukwila, the 2023 PSRFA annexation on the August primary ballot cost \$13K, and the 2022 minimum wage citizens’ initiative on the November general ballot cost \$27K.

RECOMMENDATION

Staff is seeking Council discussion and direction on the proposed ordinance.

ATTACHMENTS

Exhibit 1: Draft Ordinance

Exhibit 2: Comment Letters

Exhibit 3: Original TRU Policy Proposals May 2023

DRAFT

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
TUKWILA, WASHINGTON, REPEALING ORDINANCE NO.
2526, AS CODIFIED AT TUKWILA MUNICIPAL CODE
(TMC) CHAPTER 8.47; REENACTING TMC CHAPTER
8.47, “RENTAL HOUSING TENANT PROTECTIONS;”
PROVIDING FOR SEVERABILITY; AND ESTABLISHING
AN EFFECTIVE DATE.**

WHEREAS, over the past several years, average rents in South King County have increased, and vacancies for affordable rental housing are at low levels, making it difficult for tenants, especially those with low incomes, to locate affordable rental housing; and

WHEREAS, the King County Regional Affordable Housing Task Force issued its *Final Report and Recommendations for King County, WA*, December 2018 (rev. October 2019) (hereafter referred to as “*Regional Affordable Housing Task Force Final Report*”), which identifies that renting rather than owning a home increases the chances of being severely cost burdened, and recognizes an existing affordable housing crisis in King County; and

WHEREAS, the Regional Affordable Housing Task Force Final Report includes a regional plan with goals, strategies and a Five-Year Action Plan to address the affordable housing crisis, and Goal 4 of the action plan is to “[p]reserve access to affordable homes for renters by supporting tenant protections to increase housing stability and reduce risk of homelessness”; and

WHEREAS, the King County Countywide Planning Policies, developed pursuant to the Washington State Growth Management Act, suggest that local jurisdictions “[a]dopt and implement policies that protect housing stability for renter households; expand protections and supports for moderate-, low-, very low-, and extremely low-income renters and renters with disabilities”; and

WHEREAS, the Tukwila community includes a relatively high percentage of renters compared to the Washington State average, with the most recent census data indicating that just 42.7% of housing units are owner-occupied, which is significantly lower than the statewide average of 63.6%; and

WHEREAS, enhanced tenant protections, in addition to those in the Residential Landlord-Tenant Act (chapter 59.18 RCW), are in the best interests of the residents of Tukwila and will promote the public health, safety, and welfare of the City; and

WHEREAS, the City Council is committed to maintaining vibrant and diverse neighborhoods while balancing the needs of landlords and tenants; and

WHEREAS, to ensure adequate time to educate landlords about the requirements and responsibilities imposed on them as a result of this ordinance, and to give landlords time to update their administrative processes to achieve compliance with this ordinance, the effective date of this ordinance shall be delayed to January 1, 2024.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Repealer. Ordinance No. 2526 is hereby repealed in its entirety, thereby eliminating Tukwila Municipal Code (TMC) Chapter 8.47, “Fair Housing Regulations.”

Section 2. TMC Chapter 8.47 Reenacted. TMC Chapter 8.47 is hereby reenacted to read as follows:

**CHAPTER 8.47
RENTAL HOUSING TENANT PROTECTIONS**

Sections:

8.47.010	Definitions
8.47.020	Applicability
8.47.030	Distribution of information required
8.47.040	Deposit requirements and installment payments permitted
8.47.050	Late fees
8.47.060	Due date adjustments
8.47.070	Social security numbers not required
8.47.080	Violations and penalties

Section 3. Regulations Established. TMC Section 8.47.010 is hereby established to read as follows:

8.47.010 Definitions

The definitions of this section apply through this chapter unless the context clearly requires otherwise. The definitions of RCW 59.18.030 under the Residential Landlord-Tenant Act (RLTA), as now in effect or as may be subsequently amended, also apply to this chapter unless otherwise defined in this section.

“Dwelling” or “dwelling unit” has the same meaning as RCW 59.18.030(10), as now in effect or as may be subsequently amended, and means a structure or that part of a structure which is used as a home, residence, or sleeping place by one person or by two or more

persons maintaining a common household, including but not limited to single-family residences and units of multiplexes, apartment buildings, and mobile homes.

“Landlord” has the same meaning as RCW 59.18.030(16), as now in effect or as may be subsequently amended, excluding the living arrangements identified in RCW 59.18.040, and means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and further 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.

“Rent” has the same meaning as RCW 59.18.030(29), as now in effect or as may be subsequently 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), rent does not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys’ fees.

“Rental Agreement” or “lease” has the same meaning as RCW 59.18.030(30), as now in effect or as may be subsequently 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.

“Security Deposit” means a refundable payment or deposit of money, however designated, owed by the tenant to the landlord at the commencement of a rental agreement to secure performance of a rental agreement or any part of a rental agreement.

“Subsidized Housing” has the same meaning as RCW 59.18.030(33), as now in effect or as may be subsequently amended, and refers to rental housing for very low-income or low-income households that is a dwelling unit operated directly by a public housing authority or its affiliate, or that is insured, financed, or assisted in whole or in part through one of the following sources: (a) a federal program or state housing program administered by the Department of Commerce or the Washington State Housing Finance Commission; (b) a federal housing program administered by a city or county government; (c) an affordable housing levy authorized under RCW 84.52.105; or (d) the surcharges authorized in RCW 36.22.250 and any of the surcharges authorized in chapter 43.185C RCW.

“Tenant” has the same meaning as RCW 59.18.030(34), as now in effect or as may be subsequently amended, and excluding the living arrangements identified in RCW 59.18.040, and RCW 59.20.030(24), as now in effect or as may be subsequently amended, and means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement, and RCW 59.20.030 defines “tenant” as any person, except a transient, who rents a mobile home lot.

Section 4. Regulations Established. TMC Section 8.47.020 is hereby established to read as follows:

8.47.020 Applicability

The provisions of this chapter apply to tenancies governed by Chapter 59.18 RCW (Residential Landlord Tenant Act) and Chapter 59.20 RCW (Manufactured/Mobile Home Landlord-Tenant Act) and are in addition to the provisions provided in said chapters of the RCW. The provisions of this chapter shall not apply to rental agreements between an owner and tenant where the owner shares the dwelling unit as a primary residence with the tenant.

Section 5. Regulations Established. TMC Section 8.47.030 is hereby established to read as follows:

8.47.030 Distribution of information required.

A. The City shall prepare, and update as necessary, summaries of this chapter, the Nuisance Code (TMC Section 8.28.020), the Washington State Residential Landlord Tenant Act (Chapter 59.18 RCW), Forcible Entry and Unlawful Detainer (Chapter 59.12 RCW), and Fair Housing laws, describing the respective rights, obligations, and remedies of landlords and tenants, including information about legal resources available to tenants.

B. A landlord shall provide a copy of the summaries prepared by the City as described in subsection A of this section to any tenant or prospective tenant when a rental agreement is offered, whether the agreement is for a new or renewal agreement.

C. Where there is an oral rental agreement, the landlord shall give the tenant copies of the summaries as described in subsection A of this section, either before entering into the oral rental agreement or as soon as reasonably possible after entering into the oral rental agreement.

D. For existing tenants, landlords shall, within thirty (30) days after the summaries are made available by the City, distribute copies of the summaries to existing tenants.

E. 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 the most current summaries prepared by the City, which summaries may be distributed in electronic form, unless a tenant specifically requests written summaries in hard copy form.

F. The packet prepared by the City 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 City liable for any misstatement or misinterpretation of the applicable laws.

Section 6. Regulations Established. TMC Section 8.47.040 is hereby established to read as follows:

8.47.040 Deposit requirements and installment payments permitted.

A. The sum of any security deposits and nonrefundable move-in fees charged by a landlord before a tenant takes possession of a dwelling unit shall not exceed an amount equal to one month's rent, except in subsidized housing where the amount of rent is set based on the income of the tenant. The exception for subsidized housing shall not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Section 1437f, commonly known as the "choice voucher program."

B. Tenants entering rental agreements with terms lasting six or more months may choose to pay their move-in fees and security deposits in six equal monthly installments over the first six months occupying the dwelling unit.

C. Tenants entering rental agreements with terms lasting fewer than six months or month-to-month rental agreements may choose to pay move-in fees and security deposits in two equal monthly installments over the first two months occupying the dwelling unit.

D. 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.

E. Installment payments are due at the same time rent is due.

F. All installment schedules must be in writing, signed by both parties.

G. 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.

H. 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.

I. 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.

J. Nothing in this section 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

Section 7. Regulations Established. TMC Section 8.47.050 is hereby established to read as follows:

8.47.050 Late fees

A. Any fees for late payment of rent shall not exceed 1.5% of monthly rent per month. No other fees may be charged for late payment of rent. Any rental agreement provision providing for such fees shall be deemed void with respect to any provision prohibited by this subsection. This subsection shall not apply to or limit decisions, orders, and rulings of courts of competent jurisdiction.

B. Any notice to pay or vacate served under RCW 59.12.030(3) shall include within the notice in at least sixteen (16) point bold font for the following information:

“You have 14 days to pay the rent required by this notice. After 14 days, you may pay the rent but will have to include a late fee totaling at most 1.5% of monthly rent for each month of rent owed. If the landlord has started a court case to evict you and the case is filed in court, you will need to pay court costs as well before the hearing date to avoid eviction.”

Section 8. Regulations Established. TMC Section 8.47.060 is hereby established to read as follows:

8.47.060 Due date adjustments

All rental agreements executed after the adoption of this ordinance shall include, or be deemed to include, a provision allowing tenants to adjust the due date of rent payments if the tenant has a regular monthly source of governmental assistance, or fixed income source (e.g., Social Security) that the tenant receives on a date of the month that is incongruent with paying rent on the date otherwise specified in the rental agreement. A landlord shall not refuse to rent to a prospective tenant or terminate a lease based on a request for a due date adjustment.

Section 9. Regulations Established. TMC Section 8.47.070 is hereby established to read as follows:

8.47.070 Social Security numbers not required

A landlord may request but shall not require a social security number for the purposes of screening a prospective tenant as allowed under RCW 59.18.257. A landlord shall not refuse to enter into a rental agreement with a prospective tenant or prospective occupant because the prospective tenant or prospective occupant does not agree to provide a social security number. 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 or prospective tenant.

Section 10. Regulations Established. TMC Section 8.47.080 is hereby established to read as follows:

8.47.090 Violations and penalties

A landlord found in violation of any of the provisions in this chapter, unless otherwise provided in this chapter, shall be liable to such a tenant in a private right of action for the greater of double the tenant's economic and noneconomic damages, or three times the monthly rent of the dwelling unit at issue, and reasonable litigation costs and attorneys' fees.

Section 11. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 12. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 13. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Regular Meeting thereof this _____ day of _____, 2024.

ATTEST/AUTHENTICATED:

Andy Youn, CMC, City Clerk

Thomas McLeod, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____

Passed by the City Council: _____

Published: _____

Effective Date: _____

Ordinance Number: _____

Office of the City Attorney