



CITY OF KIRKLAND
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MEMORANDUM

To: Kurt Triplett, City Manager

From: Lynn Zwaagstra, Director
Leslie R. Miller, Human Services Supervisor
Jennifer Boone, Human Services Coordinator
David Wolbrecht, Senior Neighborhood Engagement Coordinator

Date: July 26, 2021

Subject: RENTAL ASSISTANCE AND TENANT PROTECTIONS

RECOMMENDATION:

That the City Council receive an update on initial use of funds for a Kirkland rental relief program and determine if the Council would like to consider additional tenant protections.

BACKGROUND DISCUSSION:

The state and federal governments are and will be providing significant funding for rental assistance to meet some of the economic fallout from the COVID-19 Pandemic. To this date, however, the funds available come with strict eligibility requirements. While staff expects additional funds to become available, there is no indication when or if there will be less stringent eligibility requirements. Another unknown at this time is how many Kirkland households that are eligible for King County's Eviction Prevention and Rental Assistance Program will be served. An important component of the Governor's "bridge" eviction moratorium is that tenants have attempted to participate in a rental relief program. Therefore, staff have identified the need to have a rental relief program for those Kirkland tenants who do not qualify for state and county program as one key strategy to prevent local evictions.

At the May retreat the Council provided policy direction to fully appropriate the initial 2021 Kirkland allocation of ARPA funding to the non-departmental fund. The Council concurred with the staff recommendation, as stated in the May retreat memo, to do so in order to "allow for maximum flexibility to act as the City Manager could authorize budget transfers to provide funding for specific programs." The Council also supported the recommendation that such actions "would be accompanied by regular reports from the City Manager at Council meetings to update Council on planned uses." The Council appropriated the revenue which was placed in the non-departmental fund at the June 15 Council meeting. Similarly, during the 2021-2022 budget process, the Council had authorized expending HB 1406 sales tax money for rental relief programs. HB 1406 revenues are limited by state law to assist those at 60% or below AMI.

With that background, the purpose of the first part of this memo is to report to Council that staff will be utilizing some of the appropriated Kirkland ARPA funding and HB 1406 revenues to support both tenants and landlords who do not qualify for any other funding. These programs can be put on hold if funding through the State or County becomes available for households previously deemed ineligible.

Rental Assistance

The primary rental assistance fund for households to apply to is King County's Eviction Prevention and Rental Assistance Program (EPRAP). It is currently funded with approximately \$200 million dollars.

Eligibility requirements:

- King County has determined that eligible households must earn 50% or below the area median income. (ARPA Funding sources allow 80%).
- In addition, households must demonstrate a financial impact to the household as a direct result of Covid-19.

Since late June, the Human Services section has received over 50 calls and emails to the Housing Help line. Approximately 30% of residents reaching out meet the eligibility requirements of the King County program. Staff is not aware of any programs utilizing federal dollars that are serving households who do not meet the eligibility requirements of EPRAP. This is a concerning gap that requires financial assistance resources. Many of these households are waiting on unemployment, have started a job but haven't been paid, and only require one to two months of assistance to stabilize the household.

Renters are fearful of not paying rent despite the moratorium and stressed about the amount of time they have been on waiting lists for assistance. Landlords are applying pressure and renters are self-evicting, utilizing lines of credit, and borrowing from roommates out of fear of the unknown. These alternative methods disqualify renters from most assistance programs. Kirkland staff have identified the need for flexible assistance program available that can support households who are simply doing the best they can to maintain housing stability.

Many fixed income households, including seniors and those receiving disability are in cost-burden situations that are not sustainable. This is a result of the rapid increase in cost of living perpendicular to the monthly amount received on Social Security, a pension, or disability. Many have experienced a financial impact to the household through unexpected car repairs, medical/dental fees, and other expenses that have jeopardized their ability to pay rent. Most are paying partial amounts, but already being cost burdened limits the ability to stabilize and get back on their feet. There is not enough subsidized housing or vouchers available to those in need of it. These households do not qualify for the emergency rental assistance programs because they have not been financially impacted by Covid-19. While some can apply to the emergency voucher program, the approximately 700 vouchers that will be available in King County will not meet the need.

Kirkland's proposed Rental Assistance Program has two primary components that are highlighted in this memo. These are high level overviews. Many details of program development and implementation, such as whether there is a cap on assistance for an individual household, and what actions will be required by landlords are still being refined. The King County program is providing two levels of funding for households served through the landlord

application and is requiring that landlords forgive any remaining debt or late fees through December 31st. For tenants with a lease King County is paying up to 9 months back rent and 3 months of future rent. For tenants without a lease they are limiting assistance to three months' rent. More information on King County landlord requirements may be found at the EPRAP link <https://eprap-prod.powerappsportals.us/vendor/>.

As these details are decided, the intent is to start aiding landlord and tenants in August once the programs are finalized.

Proposed Rental Assistance Program

Part One For Households with up to 60% of Area Medium Income

Utilize revenue from Substitute House Bill 1406 that has already been set aside for rental assistance. State legislation limits eligibility for these funds to 60% or below AMI. The plan below reflects the recommendation made to City Council at its March 16, 2021 meeting.

1. Funding would be distributed between August 2021 and July 2023.
2. 15% of the funding is for Indian American Community Services to administer the funds and 5% is for 4 Tomorrow to provide navigation and outreach services.
3. 80% of funding is for rental assistance and utilities for Kirkland residents with incomes at or below 60% of the Area Median Income. Households would need to demonstrate that they are not eligible for the current King County Eviction Prevention and Rental Assistance Program or any other program stood up by the County over the next two years.
4. Unutilized funding as of August 1, 2023 could be reallocated to A Regional Coalition on Housing capital project.

Revenue Sources	
Substitute House Bill 1406 2020 Revenue	\$123,478
Substitute House Bill 1406 2021 Revenue (revenue total likely to be \$211,749)	\$211,749
Substitute House Bill 1406 2022 Revenue (revenue total likely to be \$211,749)	\$211,749
TOTAL	\$546,976

Program Expenses August 2021 – July 2023	
Administration and Cultural Navigation	\$109,395
Rental Assistance	\$437,581
TOTAL	\$546,976

Part Two For Households with Income between 60% and 100% Area Medium Income

Staff recommends utilizing Kirkland ARPA funds to serve Kirkland residents above 60% AMI.

1. Funding would be distributed between August 2021 and July 2023.
2. 20% of the funding is for Indian American Community Services to administer the funds and 4 Tomorrow to provide Spanish-speaking cultural navigation as needed. 4 Tomorrow would use both fliers and social media posts to get the word out in language.

3. 80% of funding is for rental assistance and utilities for Kirkland residents with incomes between 60 and 100% AMI, with priority for those households with income between 60 and 80% AMI.
4. If funding became available for households with incomes above 60% of AMI through a program funded through King County, then households would need to seek funding through that program first.

Revenue Sources	
City of Kirkland ARPA Funds	\$250,000

Program Expenses August 2021 – July 2023	
Administration and Cultural Navigation	\$48,000
City Outreach Efforts	\$10,000
Rental Assistance	\$192,000
TOTAL	\$250,000

Intended Outcomes of This Program:

1. Kirkland Households with rent in arrears are able to remain in their housing because their housing debt has been erased and the landlord has been made whole or agreed to forgive a percentage of the debt.
2. Kirkland Households with rent arrears moves out of a dwelling they can no longer afford to rent into one they can afford, but with a clean record because their housing debt has been paid off and the landlord has been made whole or agreed to forgive a percentage of the debt.

While no appropriation authority is required to implement these rental assistance programs, staff are seeking questions and feedback from the Council on the proposal at the August 4 Council meeting.

Additional Renter Protections

The Northwest Justice Project is recommending a number of permanent renter protections for jurisdictions to consider. A list of protections with an explanation is provided below, and proposed ordinance language is included in **Attachment A**.

- Rent increase notice must be provided with a 120-180-day written notice
 - Rent control is illegal in Washington (**RCW 35.21.830**). Landlords are not limited to rent increases assuming they provide proper written notice within the time period mandated by state and local laws.
 - **RCW 59.18.140** requires landlords to provide a 60-day written notice of an increase in rent, excluding subsidized households that require a minimum thirty-day written notice from landlord to tenant. The City of Seattle (**SMC 7.24.030**) currently requires 60 days prior written notice for an increase of 10% or more in a 12-month period.
 - Increasing the notice period allows tenants more time to respond to the increase, including but not limited to seek and secure a more affordable housing option, talk to their landlord, or adjust their rent budget.

- Move-in fees are capped at one month's rent and provide installment plans
 - Effective June 1st, 2020, an amendment was made to **RCW 59.18** (Washington Residential Landlord-Tenant Act or WRLTA) that requires accepting a move-in costs installment plan for tenants. Applicable costs include deposit, fees, and the last month of rent on the stated lease. Landlords are legally required to accept the installment plan for up to three months from the beginning of the lease. This does not currently limit the total amount of funds required to cover the deposit, fees, and the last month of rent.
 - The cap would limit the amount of move-in fees to one month's rent in total, reducing the initial cost a tenant needs to sign a lease.
 - If a Kirkland family moves into a two-bedroom apartment that costs \$2,078, at minimum they are required to pay a security deposit (often the cost of one month's rent), cleaning fees, screening fees, and last month's rent. This exceeds \$5,000 in initial costs to move into a unit. Move-in fees capped at \$2,078 and offering an installment plan increases access through removing financial barriers for households seeking housing.
- Late fees are capped at \$10.00 per month
 - **RCW 19.150.150** permits an owner to impose a late fee of \$20 or 20% (whichever is greater) of the monthly rental amount for past due rent.
 - Imposing a \$10 late fee addresses the inconvenience of past due rent and limits the additional financial costs to the tenant. It also removes the percentage of the rental amount cost, a substantial cost and barrier to tenants, especially if they are low-income. A market rate unit for a 2-bedroom in Kirkland costs \$2,078. A 20% late fee would cost a tenant \$200.
- Rent due date may be altered due to tenant's fixed income
 - Under **RCW 59.18** a tenant receiving government assistance as their primary income can request a change to the rent due date up to 5 days. A landlord cannot impose late fees. Government assistance includes Temporary Assistance for Needy Families (TANF), Social Security Disability Insurance (SSDI), Social Security Income (SSI), Aged, Blind, or Disabled Cash Assistance (ABD). If a tenant's income comes from another source, like a pension or earned income, the landlord is not required to change the date.
 - This protection extends the ability of a tenant to request a change in date regardless of income source and identify the date rent is due each month.
- Landlord may not demand child or person with disability to be signatory to lease if tenant of record is already a signatory
 - This protection bars landlords from requiring a child or individual with a disability be a signatory to the lease if the tenant of record has already signed the agreement.
 - The protection ensures those who are not able to offer consent do not enter into a formal agreement and held responsible for the terms of a lease.
- Ban social security number requirements as part of rental applications
 - Landlords can currently require a tenant include a social security number as part of the rental application process. This can be a form of discrimination based on immigration status for tenants seeking housing.

- Ban asking for a social security number on all rental applications to address the barrier currently in place for those who may not have a social security number. A social security number is not indicative of a household's ability to pay rent and/or enter into a rental agreement.

Draft Community Engagement Process for Additional Renter Protections

The Council also requested a draft community engagement process prior to action on any additional tenant protections. Community engagement related to renter protections will build on the flyer sent to every address in Kirkland on June 30, 2021 and related newsletter, social media, and listserv outreach. If Council decides to proceed, staff anticipate the engagement effort lasting two to three months from Council direction.

For context, current community engagement efforts and events anticipated to be active in the Fall of 2021 include City Hall for All, School Resource Officer Program (in coordination with the Lake Washington School District), Police body-worn cameras, the PROS Plan update, the Surface Water Master Plan, and the annual Neighborhood Safety Program neighborhood meeting presentations.

Staff has detailed the specific tactics and rough timing for the renter protection engagement below.

Town Hall community meeting

The first main milestone would be a large Town Hall community meeting to raise awareness of the potential upcoming action by the Council related to additional renter protections. More specifically, this event would aim to solicit active participation in the feedback process. The meeting would be broadly promoted through This Week in Kirkland, social media, and various relevant listservs (Biz News, Inclusion Network, etc.). Additional targeted promotion would include specific contacts known to staff, including landlords, small businesses, residential renters, housing advocates, and human services agencies. Whether the meeting is held virtually and/or in-person depends on anticipated pandemic conditions and available staff resources. Exact format and agenda for the meeting have not been developed. Staff could likely hold this meeting four to six weeks after Council direction to proceed.

Individual and small group interviews and focus groups

The awareness raised from the Town Hall community meeting would contribute to active participation in individual and small group interviews and focus groups. These conversations would help staff gain insight about potential benefits and issues of the various potential renter protection actions. Staff would seek to engage a sample of each of the various categories of affected parties, including, but not limited to landlords, small businesses, residential renters, housing advocates, and human services agencies. This period of feedback collection would last approximately two to four weeks.

Evaluating and synthesizing available data

While the individual and small group feedback is being collected, staff would collect, evaluate, and synthesize any other available data. This includes any insights learned from the phone calls and emails fielded by the City's human services and economic development staff. Staff would also reach out to neighboring cities to gather any relevant regional data, as well as to community partners such as human services agencies (e.g. Hopelink, Kirkland Promotores, and

Indian American Community Services) and the business community. This data would be synthesized with the input collected during the individual and small group conversations.

Throughout the entire feedback process, staff would also welcome and respond to written public comment through a topic specific OurKirkland service type.

Report to Council and Public Hearing

Finally, staff would compile all the feedback collected through the above tactics and would relay to Council a report of engagement findings. Staff recommend Council hold a Public Hearing before taking any action on these potential renter protections to provide the final opportunity to feedback from community members directly to the Council.

Council Direction and Next Steps

Staff is seeking Council direction on two key issues.

1. Does the Council have questions or feedback on the initial Rental Assistance Program?
2. Would the Council like to consider additional tenant protections and initiate a community engagement process?

Potential Revenue Sources for Financial Assistance

Revenue Sources	
Substitute House Bill 1406 2020 Revenue	\$ 123,478
Substitute House Bill 1406 2021 Revenue	\$ 211,749
Substitute House Bill 1406 2022 Revenue (est)	\$ 211,749
ARPA Human Services Set Aside	\$1,000,000
Council Special Project Reserves	TBD
TOTAL	\$1,546,976

Permanent Renter Protections Draft Ordinance

Provided in spring 2021 by the Northwest Justice Project

This ordinance does the following:

- Rent Increases must be provided between 180-120 days before effective date
 - No increase in rent if property is in poor condition
- Move-in fees are capped at one month's rent and provide installment plans
- Late fees are capped at \$10.00 per month
- Requires cause to evict as specified in the agreement
- Rent due date may be altered due to tenant's fixed income
- Landlord may not demand child or person with disability to be signatory to lease if tenant of record is already a signatory
- Bars discrimination due to immigration status and bars requirement of social security number
- Bans abusive, deceptive, and unfair practices in rental housing

Sec. 1. A new section is hereby added:

- (1) A landlord may not increase the rent or charge any non-rent charges except in accordance with this section:
 - (a) A landlord may not increase the rent of a tenant unless the landlord has provided the tenant with notice of the rent increase between 180 and 120 days before such increase shall take effect.
 - (i) In the event of such an increase, the tenant may terminate the tenancy immediately upon surrendering the dwelling unit at any point prior to the increase taking effect. The tenant shall only owe pro rata rent through the date upon which the premises are surrendered. Any notice increasing the current rent shall inform the tenant that they may terminate the tenancy at any time and owe pro rata rent through the date the tenant surrenders the dwelling unit.
 - (ii) Any notice of a rent increase shall be served in accordance with RCW 59.12.040.
 - (b) Any amount paid to the landlord by the tenant at the commencement of the tenancy charged for the purpose of procuring and obtaining a dwelling unit, including the deposit or as security for performance of the tenant's obligations in a lease or rental agreement, must not exceed the allowable monthly rent as permitted by this chapter; upon forty-five days' notice to the landlord prior to termination of the rental agreement, the tenant may elect to have any such moneys paid to the landlord to be applied to the last month's rent. Any landlord under this section must offer to the tenant prior to entering into the rental agreement the opportunity to pay amounts

as deposit or security for performance over six months upon moving into the unit.

- (c) Any fees for late payment of rent shall not exceed \$10.00 per month. No other fees may be charged for late payment of rent, including for the service of any notice required under state law, or any legal costs, including court costs and attorney's fees. Any rental agreement provision providing for such fees shall be deemed void with respect to any provision prohibited by this subsection (c).
- (d) A landlord shall not increase the rent to be charged to a tenant by any amount if the dwelling unit has defective conditions making the dwelling unit unlivable or is in violation of RCW 59.18.060. If the tenant believes the dwelling unit has defective conditions making the unit unlivable or is in violation of RCW 59.18.060, the tenant shall notify the landlord in writing in accordance with RCW 59.18.070 specifying the premises involved, the name of the owner, if known, and the nature of the defective condition before the effective date listed in the notice of housing costs increase the tenant received from the landlord.

Section 2. A new section is hereby added as follows:

- (1) It is the intent of this section to require landlords to comply with tenant protection laws and to show good cause before taking action to terminate a tenancy or refusing to renew or continue the rental agreement after the expiration of the rental agreement.
- (2) It shall be a defense against eviction that the landlord is, at time of eviction, in violation of any duties or prohibited actions under this Chapter.
- (3) It shall be a defense against eviction or nonrenewal of the rental agreement that the landlord lacks good cause. Only the following justifications constitute good cause to terminate a tenancy or refuse to renew a lease against a tenant subject to this Chapter:
 - a. The tenant fails to pay rent, and meets all requirements for an unlawful detainer under state law, after receiving all notices required under state law and having failed to cure within the time required by state law and the tenant has not otherwise reinstated pursuant to RCW 59.18.410(2) by offering the rent owed plus any late fees or court costs incurred at the time of payment. However, this subsection shall not constitute grounds for eviction where there exist conditions that deprive the tenant or occupants of normal use of the dwelling unit.
 - b. The tenant substantially and materially breaches a non-monetary term of the rental agreement as mutually agreed to by the tenant, and meets all requirements for an unlawful detainer under state law, after receiving all notices required under state law

and having failed to take reasonable steps to cure the breach within the time required by state law. No term may be enforced against the tenant unless the tenant has subscribed in writing to the term sought to be enforced.

d. The landlord in good faith, without ulterior reasons and with honest intent, seeks to remove the dwelling unit from the rental market for one of the following reasons, after providing the tenant with 120 day advanced written notice of the eviction: (i) the landlord or his or her immediate family seeks to occupy the dwelling unit as their principal residence; (ii) the landlord seeks to convert the dwelling unit to a condominium pursuant to RCW 64.34.440; (iii) the landlord seeks to demolish or substantially rehabilitate the dwelling unit; (iv) a governmental entity has prohibited the continued rental of the dwelling unit to the tenant; or (v) the landlord intends to remove the dwelling unit from the rental market for at least a 24 month period. There is a rebuttable presumption that the landlord did not act in good faith if, after the landlord terminates the tenancy under this subsection (e) of this section, the landlord or their immediate family fails to occupy the unit as a principal residence for at least ninety consecutive days during the one hundred twenty days immediately after the tenant vacated. Moreover, if the landlord owns a similar vacant unit, and chooses instead to take possession of the dwelling unit occupied by a tenant, there shall be a rebuttable presumption that the landlord is acting in bad faith. A landlord may not recover possession pursuant to this subsection (e) more than once in any thirty-six (36) month period. No notice is required upon expiration of a written rental agreement that was intended to expire within sixty days of commencement of the tenancy and if such tenancy did not exceed sixty days.

f. The landlord resides in the dwelling unit with the tenant and no longer wishes to cohabitate with the tenant.

(4) These protections shall apply any immediate family members residing within the dwelling unit and shall apply to such family members should the tenant permanently vacate the premises, whether voluntarily or involuntarily, except if the landlord has terminated the tenancy pursuant to this section. For purposes of this subsection (9), "immediate family" refers to spouses, parents, children, grandparents, grandchildren, great-grandparents, great-grandchildren, siblings, nieces, nephews, and intimate partners.

(5) All written notices required under this section must be served in a manner consistent with RCW 59.12.040. Any notice served pursuant to this section shall identify the facts and circumstances that support the cause or causes with enough specificity for the tenant to be able to respond and assert any defense that may be available, including the names of witnesses, time and places of events, and other

specific detail to fully apprise the tenant of the allegations therein. Failure to include information within the possession of the landlord that would have permitted the tenant to assert a defense to the action shall bar the admissibility of any evidence with regard to any such information or facts at trial.

(6) Except as provided in subsections (3)(d) or (3)(f) of this section, a notice may not form any part of any basis for an eviction action if more than sixty days have passed since issuance of the notice.

(7) A landlord may not coerce a tenant to sign a mutual termination agreement. A tenant may rescind a mutual termination agreement by: (a) delivering written or electronic notice of rescission to the landlord within ten business days after signing the agreement; or (b) at a later time, by establishing that the tenant improvidently entered into the agreement, which may be demonstrated by an examination of the unequal bargaining power between the parties, vulnerability of the tenant, legitimacy of landlord's reasons for seeking termination, and whether tenant was able to procure alternative housing within the time allotted in the agreement.

(8) A landlord may not alter the original terms and conditions of the rental agreement entered into at the inception of the tenancy except as to the duration of the term, the rental amount, or how utilities are to be charged; however, all rental agreements shall include a provision allowing tenants to adjust the due date of rent payments if the tenant has a fixed income source 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 enter into a rental agreement with a prospective tenant because the prospective tenant requests such accommodations.

(9) Acceptance of rent shall waive any right to declare forfeiture or seek the eviction of any tenant for any prior breaches of the rental agreement or violations of this Chapter by the tenant, including for any basis for eviction in this section. Any rental agreement purporting to waive this subsection (9) shall be deemed null and void.

(10) Any notice to pay or vacate served under RCW 59.12.030(3) shall include within the notice in at least 16 point bold font 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 \$5.00 per month for each month of rent owed and any court costs incurred at the time of payment."

(11) A landlord may not seek rent if the landlord has failed to notify the tenant by certified mail that rent was not received within fourteen days of the date rent is due;

service of a notice pursuant to RCW 59.18.057 may be performed in lieu of a notice by certified mail that rent was not received if the amount sought in the notice is solely the most recent periodic or monthly rent due.

Section 3. A new section is hereby added as follows:

- (1) Any tenant claiming injury from any violation of this chapter shall be entitled to bring an action in King County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter, and shall be entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief. A tenant who prevails in any action to enforce this chapter shall be awarded his or her costs, reasonable attorneys' fees, and expenses.
- (2) A landlord who violates this chapter shall be liable for penalties of four and one-half times the monthly rent of the dwelling unit at issue.
- (3) Failure of a landlord to comply with any of the provisions of this chapter shall provide the tenant with a defense in any legal action brought by the landlord to recover possession of the dwelling unit.
- (4) A tenant or an organization representing tenants may seek injunctive relief on their own behalf or on behalf of other affected tenants.
- (5) Remedies provided in this section are in addition to any other existing legal remedies and are not intended to be exclusive.

Section 4. A new section is hereby added as follows:

- (1) A landlord shall not require a tenant to enter into a rental agreement, make as a condition of any rental agreement, or otherwise make the dwelling unit unavailable due to the tenant or prospective tenant's refusal to comply with the following rental terms or requests by the landlord:
 - (a) Any demand that any of the following occupants or prospective occupants of the household enter into and sign a rental agreement so as to be liable pursuant to its terms:
 - (i) The tenant's or prospective tenant's child, including those of majority age;
 - (ii) A person within the household who has a qualifying disability as defined by RCW 49.60.040(7).
 - (b) In the event the tenant of record vacates voluntarily or involuntarily except due to a termination of the tenancy by the landlord, any family members residing in the unit

or other occupants who reside in the unit as a primary residence shall succeed to the rental agreement on the same terms and conditions in effect at the time the tenant of record vacated.

(c) Any rental agreement entered into in violation of this section shall be null and void.

(2) No landlord shall do any of the following:

(i) Make any inquiry regarding or based on the immigration or citizenship status of a tenant, prospective tenant, occupant, or prospective occupant of residential rental property;

(ii) Require that any tenant, prospective tenant, occupant, or prospective occupant of the rental property make any statement, representation, or certification concerning his or her immigration or citizenship status;

(iii) Require that any tenant, prospective tenant, occupant, or prospective occupant of rental property provide a social security number. Alternative proof of financial eligibility such as portable screening reports, or other proof of income must also be accepted, where available, must also be accepted if offered by the tenant; and

(iv) Intimidate or harass any person due to alienage status, including, but not limited to, threatening to disclose information regarding or relating to the immigration or citizenship status of an occupant or prospective occupant to an authority or other person with the intent to harass or intimidate, undertaking or refusing to engage in a real estate transaction, including the refusal to rent or lease, or approve of a rental or lease of, a rental unit, representing that a rental unit is not available for inspection, sale, rental, or lease when it is in fact available, or applying different terms or conditions of a real estate transaction, including the setting of housing costs and the establishment of damage deposits, in furnishing the facilities or services in connection with such a transaction.

(a) Nothing in this section shall prohibit a rental housing owner or non-owner manager from either:

(i) Complying with any legal obligation under federal law.

(ii) Requesting information or documentation necessary to determine or verify the financial qualifications of a prospective tenant, or to determine or verify the identity of a prospective tenant or prospective occupant. However, if the rental housing owner or non-owner manager requests a social security number for verifying financial qualifications, other documentation sufficient to verify financial qualifications must also be accepted, such as portable screening reports, or other proof of income, and if a person is offering alternative means, the rental housing owner or non-owner manager must offer the same terms to the applicant as if a social security number was provided.

(c) A rental owner or non-owner manager shall inform any prospective resident or applicant seeking a rental unit of their right to provide alternative proof of financial qualifications on a form to be prescribed by the City within 60 days of enactment of this ordinance. Such form shall be signed by the prospective applicant.

(d) For purposes of this Section, "immigration or citizenship status" refers to the lawful or unlawful status of a person to remain in the United States.

(3) Landlords are prohibited from unfair or abusive acts or practices or deceptive acts or practices as defined in this subsection.

a) For the purposes of this subsection:

1. "Deceptive acts or practices" means representations, omissions, acts or practices that mislead or are likely to mislead a tenant; the tenant's interpretation of the representation, omission, act or practice is reasonable under the circumstances; and the representation, omission, act or practice is material. "Deceptive acts or practices" includes threatening to evict a tenant for nonpayment of charges except as authorized by section 5 of this ordinance.

2. "Unfair or abusive acts or practices" means those representations, omissions, acts or practices that:

a. Materially interfere with the ability of any tenant to understand a term or condition of the rental agreement or the tenancy; or

b. Take unreasonable advantage of a lack of understanding on the part of the tenant regarding the conditions of the tenancy or rights under the law or the inability of the tenant to protect the tenant's interests

Section 5. A new section is hereby added as follows:

For the purposes of this Chapter:

(1) "Dwelling unit" or "unit" is 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, units of multiplexes, units of apartment buildings, and mobile homes.

(2) "Eviction" or "evict" is an effort by the landlord to terminate or discontinue the tenancy through any means, including unlawful detainer, refusing to offer a new lease pursuant to this chapter, or seeking a mutual termination agreement.

(3) "Immediate family" includes: spouse, domestic partner, or partner in a committed intimate relationship; grandparents; parents; children; or grandchildren.

- (4) "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, including any owner of a mobile home park, 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.
- (5) "Lease renewal actions" include actions taken in the lease renewal process which could have the effect of ending the tenancy, including but not limited to a landlord's refusal to renew a rental agreement or the addition of new material non-financial terms to a renewed rental agreement.
- (6) "Mutual termination agreement" means any agreement by a landlord and tenant to terminate a tenancy.
- (7) "Rent" means any recurring or periodic payments for the use and occupancy of the dwelling unit, which may include utilities. Rent does not include any non-recurring charges such as late fees, notice fees, attorney's fees, court costs, damages, or other fees.
- (8) "Rental agreement" means all agreements subscribed to in writing by the tenant which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.
- (9) "Retaliatory eviction" is an eviction in response to a tenant's assertion of rights or protections afforded under this chapter or another tenant protection law.
- (10) "Retaliation" has the same meaning as "reprisal or retaliatory action" under RCW 59.18.240.
- (11) "Tenancy" refers to the right of a tenant to reside in a dwelling unit for living or dwelling purposes.
- (12) "Tenant" is any person who occupies a dwelling unit primarily for living or dwelling purposes.
- (13) "Tenant protection laws" includes this chapter, RCW 59.18, RCW 59.20, and any other federal, state, or local law or regulation designed to protect tenants, regardless of whether such laws or regulations are enacted before or after this chapter.

Section 6. A new section is hereby added as follows:

- (1) The provisions of this Act may not be waived, and any term of any rental agreement, contract, mutual termination agreement, or other agreement which purports

to waive or limit a tenant's substantive or procedural rights under this chapter are contrary to public policy, unenforceable, and void.

(2) The provisions of this chapter are declared to be separate and severable. If any provision of this chapter, or the application thereof to any person or circumstance, is held invalid, that invalidity shall not affect any other provision or application of this chapter that can be given effect without the invalid provision or application. Moreover, if a provision or its application is declared invalid due to preemption by state or federal law, then the remainder shall remain valid.

(3) Any ambiguity in this chapter shall be construed in favor of the tenant. Statements that non-compliance with certain provisions constitutes a violation of this chapter and/or are subject to penalties are provided for emphasis only and such statements shall not be construed to mean that non-compliance with other provisions does not constitute a violation subject to penalties.