



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**Motion 16196**

**Proposed No.** 2022-0262.1

**Sponsors** Perry

1                   A MOTION acknowledging receipt of the Landlord  
2                   Outreach Plan required by Ordinance 19311, Section  
3                   19.B.2.

4                   WHEREAS, Ordinance 19311, Section 19.B.2., requires the executive to transmit  
5 a landlord outreach plan, and

6                   WHEREAS, Ordinance 19311, Section 19.B.3., further requires the executive to  
7 submit a motion that acknowledges receipt of the landlord outreach plan;

8                   NOW, THEREFORE, BE IT MOVED by the Council of King County:

Motion 16196

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9           The receipt of the Landlord Outreach Plan, which is Attachment A to this motion,  
10 in compliance with Ordinance 19311, Section 19.B.2., is hereby acknowledged.

Motion 16196 was introduced on 7/12/2022 and passed by the Metropolitan King County Council on 9/6/2022, by the following vote:

Yes: 9 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry, McDermott, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

DocuSigned by:

*Claudia Balducci*

7E1C273CE9994B6...

Claudia Balducci, Chair

ATTEST:

DocuSigned by:

*Melani Pedroza*

8DE1BB375AD3422...

Melani Pedroza, Clerk of the Council

**Attachments:** A. Landlord Outreach Plan - June 30, 2022

## Landlord Outreach Plan

June 30, 2022



**King County**

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## I. Executive Summary

This report responds to Ordinance 19311, adopted by King County Council on June 29, 2021.<sup>1</sup> The ordinance requires the Executive to provide the Council with a landlord outreach plan that expands knowledge of tenant protections in the King County Code.

Landlord-tenant law has changed significantly over the past several years, including state laws regarding source of income discrimination, eviction reform, extended notice of rent increases, payment plans, right-to-counsel and just cause evictions.<sup>2,3,4,5,6,7</sup> King County has passed two landlord-tenant ordinances since 2018.<sup>8,9</sup> Any landlord-tenant law implemented by King County only applies to unincorporated King County.<sup>10</sup>

King County does not currently have access to a list of all landlords operating in unincorporated King County. This prevents the County from directly reaching out to landlords with information about tenant protections. Some landlords are large corporations, out-of-state corporations, or may not live in the same community as where their rental properties are located, so they may not be aware of information from government newsletters and similar sources.<sup>11</sup> King County does have almost 600 emails from landlords with unincorporated King County rental units that participated in the King County Eviction Prevention and Rental Assistance Program (EPRAP).

The Department of Community and Human Services (DCHS) developed this report by assessing existing local landlord outreach programs, reviewing local and state laws, determining what information about unincorporated King County landlords is available, determining what actions could be taken with existing resources; consulting with the Prosecuting Attorney's Office; and consulting with the Department of Local Services (DLS) on the implementation needs for this report's recommendations.

Local landlord organizations, such as the Rental Housing Association of Washington (RHAWA) and the Washington Multi-Family Housing Association (WMFHA) offer educational courses and trainings to their members.<sup>12</sup> <sup>13</sup> RHAWA's membership consists of small landlords.<sup>14</sup> WMFHA's membership consists of large landlords and property management companies.<sup>15</sup> In addition, North Seattle College offers certificates and degrees in property management.<sup>16</sup>

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<sup>1</sup> See Appendix A for the full text of Ordinance 19311.

<sup>2</sup> Engrossed Second Substitute House Bill 2578 (2018) [\[link\]](#)

<sup>3</sup> Engrossed Second Substitute Senate Bill 5600 (2019) [\[link\]](#)

<sup>4</sup> Engrossed Substitute House Bill 1440 (2019) [\[link\]](#)

<sup>5</sup> Engrossed House Bill 1694 (2020) [\[link\]](#)

<sup>6</sup> Engrossed Second Substitute Senate Bill 5160 (2021). [\[link\]](#)

<sup>7</sup> Engrossed Substitute House Bill 1236 (2021). [\[link\]](#)

<sup>8</sup> King County Ordinance 18708 (2018). [\[link\]](#)

<sup>9</sup> King County Ordinance 19311 (2021). See Appendix. [\[link\]](#)

<sup>10</sup> This limitation is in keeping with authority expressed in Washington State Constitution Article 11 Section 11, for cities to "make and enforce within [their] limits all such ... regulations as are not in conflict with general laws."

<sup>11</sup> Conlin, M. (2021, July 29). Selling out: America's local landlords. Moving in: Big investors. *Reuters*. [\[link\]](#)

<sup>12</sup> Rental Housing Association of Washington. (n.d.) *Rental Housing Academy*. Retrieved April 22, 2022. [\[link\]](#)

<sup>13</sup> Washington Multi-Family Housing Association. (n.d.). *Education*. Retrieved April 22, 2022. [\[link\]](#)

<sup>14</sup> Rental Housing Association of Washington. (n.d.) *About RHAWA*. Retrieved March 24, 2022. [\[link\]](#)

<sup>15</sup> Washington Multi-Family Housing Association. (n.d.). *About WMFHA*. Retrieved March 24, 2022. [\[link\]](#)

<sup>16</sup> North Seattle College. (n.d.) *Real Estate*. Retrieved March 24, 2022. [\[link\]](#)

The City of Seattle maintains a website, *Renting in Seattle*, and creates webinars for landlords that provides landlords with information on a variety of topics, such as fair housing requirements.<sup>17,18,19</sup> The City of Seattle’s Rental Registration and Inspection Ordinance requires landlords to register with the city, so the Seattle Department of Construction and Inspection (SDCI) can email approximately 19,000 landlords and property managers with relevant information.<sup>20</sup> Meanwhile, the City of Burien maintains a website with information about the City’s laws and information about local landlord and property management organizations.<sup>21</sup>

Analysis and Recommendations - To expand knowledge of tenant protections contained in the King County Code among landlords, the Executive will:

- develop material that provides details about the tenant protections in King County Code, information about the standardized eviction notices required by Ordinance 19311, and information about the King County Bar Association’s lawyer referral service;
- share the material on social media channels;
- send the material to the local landlord and real estate organizations; and
- email the material to all landlords with unincorporated King County tenants served by EPRAP.

Because the County lacks a rental registration program where each landlord provides contact information, is it not possible to directly contact all landlords operating in unincorporated King County. DCHS and DLS do not have the capacity to research, design, or implement a rental registration program, which would likely cost several million dollars annually. Instead, the Executive intends to support efforts to create a landlord registration program at the state level.

The Executive intends to finalize the content, legal review, and distribution of the landlord material by the end of 2022.

## II. Background

This report responds to Ordinance 19311, adopted by King County Council on June 29, 2021.<sup>22</sup> The ordinance requires the Executive to provide the Council with a landlord outreach plan that expands knowledge of tenant protections in the King County Code. The tenant protections created by Ordinance 19311 only apply to unincorporated King County.<sup>23</sup>

### Department Overview

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<sup>17</sup> Seattle Department of Construction and Inspection. (n.d.) *Housing Providers*. Retrieved March 22, 2022. [\[link\]](#)

<sup>18</sup> Seattle Department of Construction and Inspection and the Seattle Office for Civil Rights. (2020, July 1). *COVID 19 Landlord Training*. [\[link\]](#)

<sup>19</sup> Seattle Department of Construction and Inspection & Seattle Office for Civil Rights. (2020, July 1). *Renting in Seattle Landlord Training June 2020*. [\[link\]](#)

<sup>20</sup> Seattle Municipal Code Chapter 22.214 [\[link\]](#)

<sup>21</sup> City of Burien. (2021, May 13). *Information for Landlords*. [\[link\]](#)

<sup>22</sup> See Appendix A for the full text of Ordinance 19311.

<sup>23</sup> This limitation is in keeping with authority expressed in Washington State Constitution Article 11 Section 11, for cities to “make and enforce within [their] limits all such ... regulations as are not in conflict with general laws.”.

The King County Department of Community and Human Services (DCHS) provides equitable opportunities for people to be healthy, happy, and connected to community. Within DCHS, the Housing, Homelessness, and Community Development Division's (HHCDD) mission is to increase housing stability and develop strong communities. The division strives to be anti-racist and to collaborate with partners to center historically excluded and systemically marginalized people.

### Key Historical Context and Current Conditions

*Evolution of Tenant Protections at the Federal, State, and Local Level Since 2018* -Washington State passed the Residential Landlord Tenant Act in 1973 and did not pass major changes to the act until 2018.<sup>24</sup> In the period since 2018, federal and local governments have also adopted multiple landlord-tenant laws to strengthen tenant rights. This section provides an overview of tenant protections implemented by federal, state, and local governments.

#### Federal

On March 27, 2020, the federal government passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act into law to provide economic assistance to residents and businesses impacted by the COVID-19 pandemic.<sup>25</sup> The CARES Act requires certain landlords to provide a 30-day notice to tenants prior to eviction, which provides tenants with more time to prevent the eviction.<sup>26</sup> While most other provisions of the CARES Act were temporary, this notice requirement is permanent. The Urban Institute estimates that approximately 28.1 percent of rental properties throughout the country are covered by this provision of the CARES Act.<sup>27</sup> The law covers properties with federally backed mortgages and properties regulated by the United States Department of Housing and Urban Development (HUD), United States Department of Agriculture (USDA), and the Department of the Treasury.<sup>28</sup> A federally backed mortgage is a mortgage owned, insured, or guaranteed by the Department of Veterans Affairs, HUD, USDA, Fannie Mae, or Freddie Mac.<sup>29,30</sup>

#### Washington State

Washington State has passed several laws that strengthen tenant protections since 2018, as described in Figure 1. These laws represented the most significant changes to Washington's landlord-tenant laws since 1973.<sup>31</sup> They are intended to increase access to housing and provide more stability for tenants.

These legal changes correspond with the state's housing market becoming increasingly unaffordable. Beginning in 2016, the average rent for a one-bedroom apartment in King County cost more than the

<sup>24</sup> Engrossed Substitute Senate Bill 2226 (1973). [\[link\]](#)

<sup>25</sup> CARES Act, 15 U.S.C. § 116 (2020). [\[link\]](#)

<sup>26</sup> CARES Act, 15 U.S.C. § 116 (2020). [\[link\]](#)

<sup>27</sup> Urban Institute. (2020, April 2). The CARES Act Eviction Moratorium Covers All Federally Financed Rentals – That's One in Four Rental Units. *Urban Wire* [\[link\]](#)

<sup>28</sup> National Housing Law Project. (2021, July 20). Foreclosure Protection and Mortgage Payment Relief for Homeowners. [\[link\]](#)

<sup>29</sup> National Housing Law Project. (2021, July 20). Foreclosure Protection and Mortgage Payment Relief for Homeowners. [\[link\]](#)

<sup>30</sup> CARES Act, 15 U.S.C. § 116 (2020). [\[link\]](#)

<sup>31</sup> Engrossed Substitute Senate Bill 2226 (1973). [\[link\]](#)

entire average Social Security payment to a retiree.<sup>32,33</sup> Fair market rent for a one-bedroom unit in King County increased 98.29 percent from 2010 to 2020, far outpacing minimum wage growth.<sup>34,35</sup>

**Figure 1: Washington State Tenant Protections Passed Since 2018**

Tenant Protection	Bill Number	Year	Summary	Intended Result
Source of Income Discrimination (SOID) <sup>36</sup>	House Bill 2578	2018	<ul style="list-style-type: none"> <li>Landlords cannot refuse to rent to prospective tenants using alternative source of income, such as Social Security payments, a Housing Choice Voucher, or rental assistance.</li> </ul>	<ul style="list-style-type: none"> <li>Stop landlords from discriminating against tenants with alternative sources of income so these tenants can access housing.<sup>37,38,39,40</sup></li> </ul>

<sup>32</sup> U.S. Department of Housing and Urban Development Office of Policy Development and Research. (n.d.). Fair Market Rents (40<sup>th</sup> Percentile Rents). [\[link\]](#)

<sup>33</sup> U.S. Social Security Administration. (n.d.) *Benefits Paid by Type of Beneficiary*. Retrieved April 15, 2022. [\[link\]](#)

<sup>34</sup> U.S. Department of Housing and Urban Development Office of Policy Development and Research. (n.d.). *Fair Market Rents (40<sup>th</sup> Percentile Rents)*. [\[link\]](#)

<sup>35</sup> Over the period from 2010 through 2020, the minimum wage increased 42.56 percent from \$9.47 to \$13.50. Washington State Department of Labor & Industries. (n.d.). *History of Washington State's Minimum Wage*. [\[link\]](#)

<sup>36</sup> Engrossed Second Substitute House Bill 2578 (2018) [\[link\]](#)

<sup>37</sup> U.S. Department of Housing and Urban Development. (n.d.) *Housing Choice Vouchers Fact Sheet*. Retrieved April 11, 2022. [\[link\]](#)

<sup>38</sup> Cunningham, M., Galvez, M., Aranda, C., Santos, R., Wissoker, D., Oneto, A., Pitingolo, R., Crawford, J. (2018). *A Pilot Study of Landlord Acceptance of Housing Choice Vouchers* U.S. Department of Housing and Urban Development. [\[link\]](#)

<sup>39</sup> Pacheco-Flores, A. (2018, February 12). Washington Legislature considers banning housing discrimination based on income source. *The Seattle Times*. [\[link\]](#)

<sup>40</sup> Beekman, D. (2016, August 8). Seattle's new ordinance cracks down on discrimination against renters, ends discounts tied to workplace. *The Seattle Times*. [\[link\]](#)



Tenant Protection	Bill Number	Year	Summary	Intended Result
Eviction Reform <sup>41</sup>	Senate Bill 5600	2019	<ul style="list-style-type: none"> <li>• No evictions for non-rent charges, except move-in costs paid in installments.</li> <li>• Nonpayment of rent eviction notice lengthened to 14 days and standardized.</li> <li>• Judges have more judicial discretion to order payment plans in lieu of eviction for nonpayment, depending on factors such as the reason the tenant owes rent.</li> <li>• Landlords and tenants can apply to the Tenancy Preservation Program to pay off judgment so tenancy is maintained.<sup>42</sup></li> <li>• Tenants have the statutory right to reinstate their tenancy if all incurred costs are paid off five days after a judgment or sooner.</li> </ul>	<ul style="list-style-type: none"> <li>• Stop tenants from being evicted for small amounts of money or as the result of an emergency, such as hospitalization or temporary job loss.<sup>43,44,45</sup></li> </ul>
Extended Notice of Rent Increase <sup>46</sup>	House Bill 1440	2019	<ul style="list-style-type: none"> <li>• Landlords must provide at least 60 days' notice of a rent increase unless the tenant's rent is determined by their income, such as a tenant in public housing.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide tenants with more time to prepare for a rent increase or find alternative housing.<sup>47</sup></li> </ul>
Payment Plans <sup>48</sup>	House Bill 1694	2020	<ul style="list-style-type: none"> <li>• Tenants are allowed to pay the security deposit, last month's rent, and certain move-in costs in installments.</li> </ul>	<ul style="list-style-type: none"> <li>• Reduce financial barriers to accessing housing created by high move-in costs.<sup>49</sup></li> </ul>

<sup>41</sup> Engrossed Second Substitute Senate Bill 5600 (2019). [\[link\]](#)

<sup>42</sup> Washington State Department of Commerce Tenancy Preservation Program. [\[link\]](#)

<sup>43</sup> Cookson, T., Diddams, M., Maykovich, X., & Witter, E. (2018, September). Losing Home: The Human Cost of Eviction in Seattle. *Seattle Women's Commission and King County Bar Association Housing Justice Project*. [\[link\]](#)

<sup>44</sup> Smith, R. (2019, April 25). Landmark Eviction Reform Bill Passes Washington Legislature. *The Stranger*. [\[link\]](#)

<sup>45</sup> Nicklesburg, M. (2019, February 5). Amazon, Microsoft, Expedia and other tech giants urge Washington state to pass eviction reform. *Geekwire* [\[link\]](#)

<sup>46</sup> Engrossed Substitute House Bill 1440 (2019) [\[link\]](#)

<sup>47</sup> Thomas, J. and Hastings, P. (2019, March 4). Legislature: Bills look to build on progress in housing aid. *The Columbian*. [\[link\]](#)

<sup>48</sup> Engrossed House Bill 1694 (2020) [\[link\]](#)

<sup>49</sup> House Democrats. (2020, February 18). Rep. Morgan's tenancy installment payments bill passes House. [\[link\]](#)

Tenant Protection	Bill Number	Year	Summary	Intended Result
Right-to-Counsel <sup>50</sup>	Senate Bill 5160	2021	<ul style="list-style-type: none"> <li>• Low-income tenants have the right to an attorney in eviction cases, subject to available funding.</li> </ul>	<ul style="list-style-type: none"> <li>• Reduce the imbalance of legal representation between landlords and tenants in eviction cases.<sup>51,52</sup></li> </ul>
Just-Cause Eviction <sup>53</sup>	House Bill 1236	2021	<ul style="list-style-type: none"> <li>• Landlords can only evict or refuse to renew a tenancy if they have a just cause as prescribed under the law.</li> <li>• Co-occupants of a tenant have the right to apply to remain in the unit after the tenant permanently vacates.</li> </ul>	<ul style="list-style-type: none"> <li>• Stop tenants from being evicted for small amounts of money or as the result of an emergency, such as hospitalization or temporary job loss.<sup>54,55,56</sup></li> </ul>

### King County

King County has the authority to adopt local landlord-tenant regulations that cover unincorporated King County.<sup>57</sup> Since 2018, King County has adopted two tenant protection ordinances to address discrimination some tenants face and to provide more housing stability for tenants.

- Ordinance 18708: Source of Income Discrimination (SOID) - In 2018, King County passed Ordinance 18708, a local SOID ordinance for unincorporated King County.<sup>58</sup> While the law went into effect before the statewide SOID law, it aligns with the state’s protections.<sup>59,60,61</sup> Councilmembers

<sup>50</sup> Engrossed Second Substitute Senate Bill 5160 (2021). [\[link\]](#)

<sup>51</sup> Brownstone, S. (2021, April 10). Washington may soon be first state to guarantee lawyers for low-income tenants facing eviction. *The Seattle Times*. [\[link\]](#)

<sup>52</sup> Brownstone, S., & Groover, H. (2021, April 26). Washington becomes first state to guarantee lawyers for low-income tenants during evictions. *The Seattle Times*. [\[link\]](#)

<sup>53</sup> Engrossed Substitute House Bill 1236 (2021). [\[link\]](#)

<sup>54</sup> Cookson, T., Diddams, M., Maykovich, X., & Witter, E. (2018, September). Losing Home: The Human Cost of Eviction in Seattle. *Seattle Women’s Commission and King County Bar Association Housing Justice Project*. [\[link\]](#)

<sup>55</sup> Smith, R. (2019, April 25). Landmark Eviction Reform Bill Passes Washington Legislature. *The Stranger*. [\[link\]](#)

<sup>56</sup> Nicklesburg, M. (2019, February 5). Amazon, Microsoft, Expedia and other tech giants urge Washington state to pass eviction reform. *Geekwire*. [\[link\]](#)

<sup>57</sup> This limitation is in keeping with authority expressed in Washington State Constitution Article 11 Section 11, for cities to “make and enforce within [their] limits all such ... regulations as are not in conflict with general laws.”

<sup>58</sup> King County Ordinance 18708 (2018). [\[link\]](#)

<sup>59</sup> King County Code 230.70. [\[link\]](#)

<sup>60</sup> King County Ordinance 18708 (2018). [\[link\]](#)

<sup>61</sup> Engrossed Second Substitute House Bill 2578 (2018). [\[link\]](#)

supported this legislation to ensure fair access to housing.<sup>62</sup> Research has also shown that SOID causes geographic economic segregation.<sup>63</sup>

- Ordinance 19311 In 2021, King County passed Ordinance 19311, creating several tenant protections for unincorporated King County that go beyond what is in state law.<sup>64</sup> Councilmembers passed this ordinance to ensure tenants, especially those facing financial difficulties caused by the COVID-19 pandemic, have housing stability.<sup>65,66,67</sup> The ordinance:
  - reduces barriers to housing by limiting upfront charges required at move-in and allowing longer move-in costs payment plans than what is required in state law;
  - creates more housing stability by providing stronger protections against eviction and requiring a longer rent increase notice period than what is prescribed in the state law;
  - protects undocumented tenants by prohibiting landlords from requiring prospective tenants to provide a Social Security Number; and
  - adopts other tenant protections.

The Ordinance also requires landlords to use standardized eviction notices created by King County when evicting an unincorporated King County tenant. DCHS is currently developing standardized eviction notices for unincorporated King County as required by Ordinance 19311 and expects to complete them by the fourth quarter of 2022. The notices will be translated into the top ten languages in King County. The notices will provide tenants with information about legal aid and rental assistance resources when they face eviction so tenants can engage with eviction prevention services to maintain their housing.

*Barriers to Landlord Outreach* - King County does not have the contact information from all landlords operating in unincorporated King County. Without contact information for landlords, King County cannot distribute information directly to all landlords or property managers who rent out units in unincorporated King County. Some landlords do not live in the community in which they rent units, so they may not receive information from government newsletters, social media, or other communication tools.<sup>68</sup> Some landlords are large corporations or out-of-state investors who would be difficult to reach without an up-to-date landlord registry.<sup>69</sup>

However, the County collected almost 600 emails from landlords operating in unincorporated King County that participated in the King County Eviction Prevention and Rental Assistance Program (EPRAP). Landlords operating in unincorporated King County who received EPRAP funding include both large and small landlords. In addition, landlord organizations like the Rental Housing Association of Washington

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<sup>62</sup> Kelety, J. (2018, April 18). King County Council passes renter protections bill. *Vashon-Maury Island Beachcomber*. [\[link\]](#)

<sup>63</sup> Tighe, J., Hatch, M., and Mead, J. (2017). Source of Income Discrimination and Fair Housing Policy. *Journal of Planning Literature*, 32(1), 3-15. [\[link\]](#)

<sup>64</sup> King County Ordinance 19311 (2021) [\[link\]](#)

<sup>65</sup> Groover, H. (2021, June 29). New limits on evictions and rental fees set by King County Council. *The Seattle Times*. [\[link\]](#)

<sup>66</sup> Smith, R. (2021, June 30). King County Council Passes Tenant Protections Without Watering Them Down That Much. *The Stranger*. [\[link\]](#)

<sup>67</sup> Stewart-Wood, H. (2021, July 1). King County Council passes tenant protections. *Mercer Island Reporter*. [\[link\]](#)

<sup>68</sup> Conlin, M. (2021, July 29). Selling out: America's local landlords. Moving in: Big investors. *Reuters*. [\[link\]](#)

<sup>69</sup> Conlin, M. (2021, July 29). Selling out: America's local landlords. Moving in: Big investors. *Reuters*. [\[link\]](#)

(RHAWA) and the Washington Multi-Family Housing Association (WMFHA) maintain membership lists with contact information.

### Report Methodology

DCHS developed this report by:

- assessing existing local landlord outreach programs;
- reviewing local and state laws;
- determining what information about unincorporated King County landlords is available;
- determining what actions could be taken with existing resources;
- consulting with the Prosecuting Attorney's Office; and
- consulting with the Department of Local Services (DLS) on the implementation needs for this report's recommendations.

## III. Transmittal Requirements and Recommendations

Organizations like the Rental Housing Association of Washington (RHAWA) and the Washington Multi-Family Housing Association (WMFHA) offer their members property management and landlord educational courses and trainings.<sup>70</sup> RHAWA's membership consists of small landlords operating in the Puget Sound region.<sup>71</sup> WMFHA is a statewide organization for large landlords and property management companies, and is a state chapter of the National Apartment Association.<sup>72</sup> RHAWA and WMFHA offer classes about fair housing, managing a rental, local landlord-tenant law, and similar topics.<sup>73,74</sup> Both RHAWA and WMFHA classes have some level of financial cost.<sup>75</sup> In addition, local colleges like North Seattle College offer certificates and degrees in property management.<sup>76,77</sup>

Landlords also learn about some tenant protections that apply to their rental units through the legal process. Generally, companies must have an attorney represent them in court, so any rental units owned by a limited liability corporation (LLC) or similar corporate structure must have an attorney to take legal action such as evicting a tenant.<sup>78</sup> Landlord attorneys advise their clients about what they are allowed to do under the law. Between 2010 and 2017, 93.4 percent of Washington landlords who filed evictions were represented by legal counsel.<sup>79</sup>

### Overview of Other Policies

<sup>70</sup> Rental Housing Association of Washington. (n.d.) *Rental Housing Academy*. Retrieved April 22, 2022. [\[link\]](#)

<sup>71</sup> Rental Housing Association of Washington. (n.d.) *About RHAWA*. Retrieved March 24, 2022. [\[link\]](#)

<sup>72</sup> Washington Multi-Family Housing Association. (n.d.) *About WMFHA*. Retrieved March 24, 2022. [\[link\]](#)

<sup>73</sup> Rental Housing Association of Washington. (n.d.) *Rental Housing Academy*. Retrieved March 24, 2022. [\[link\]](#)

<sup>74</sup> Washington Multi-Family Housing Association. (n.d.) *Education*. Retrieved March 24, 2022. [\[link\]](#)

<sup>75</sup> Ibid.

<sup>76</sup> North Seattle College. (n.d.) *Real Estate*. Retrieved March 24, 2022. [\[link\]](#)

<sup>77</sup> North Seattle College. (n.d.) *Residential and Commercial Property Management*. Retrieved March 24, 2022. [\[link\]](#)

<sup>78</sup> King County Bar Association. (2006, August). *The Pro Se Handbook A Guide to Representing Yourself in King County Superior Court*. [\[link\]](#)

<sup>79</sup> Brownstone, S. (2021, April 10). Washington may soon be first state to guarantee lawyers for low-income tenants facing eviction. *The Seattle Times*. [\[link\]](#)

### *City of Seattle*

The Seattle Department of Construction and Inspection (SDCI) shares information about tenant protections with both tenants and landlords in many ways. SDCI maintains a website, *Renting in Seattle*, that provides information to both tenants and landlords. The website provides landlords with information about a variety of renting topics, such as fair housing requirements.<sup>80</sup> SDCI and the Seattle Office for Civil Rights (OCR) also provide webinars for landlords to watch, such as a webinar on COVID-19 tenant protections and other Seattle tenant protections.<sup>81,82</sup>

SDCI also regularly communicates updates and information with landlords through their email list. For example, in 2020 SDCI emailed their list of approximately 19,000 landlords and property managers about the King County Eviction Prevention and Rental Assistance Program (EPRAP).<sup>83</sup> SDCI maintains this distribution list of landlords and property managers who own and manage rental units in Seattle because of the Rental Registration and Inspection Ordinance, which requires landlords to register with the City.<sup>84</sup>

### *City of Burien*

The City of Burien maintains a webpage for landlords with information about the City's landlord-tenant regulations, such as rental housing business license requirement and rental registration fees.<sup>85</sup> The webpage also provides information about RHAWA, WMFHA, and the National Association of Residential Property Managers (NARPM).

## Analysis and Recommendations

- Create and Disseminate informational material for Landlords

The County has few means to perform direct outreach to landlords about tenant protections in King County Code because there is not a comprehensive list of landlords operating in unincorporated King County. However, many unincorporated King County landlords could be reached through other methods. To that end, the Executive will:

- create materials explaining the tenant protections in King County Code;
- post on the County's websites;
- share materials on social media channels;
- provide materials to local landlord and real estate organizations, including RHAWA, WMFHA, and the NARPM King County Chapter, to share with their membership; and
- email the material to all landlords with tenants living in unincorporated King County who participated in EPRAP.

The material will review the tenant protections created by Ordinance 19311, such as:

- limits on upfront charges and payment plan requirements;

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<sup>80</sup> Seattle Department of Construction and Inspection. (n.d.) *Housing Providers*. Retrieved March 22, 2022. [\[link\]](#)

<sup>81</sup> Seattle Department of Construction & the Seattle Office for Civil Rights. (2020, July 1). *COVID 19 Landlord Training*. [\[link\]](#)

<sup>82</sup> Seattle Department of Construction and Inspection & Seattle Office for Civil Rights. (2020, July 1). *Renting in Seattle Landlord Training June 2020*. [\[link\]](#)

<sup>83</sup> Tallent, G. Seattle Department of Construction and Inspection. (2020, August 21). Emails to Xochitl Maykovich

<sup>84</sup> Seattle Municipal Code Chapter 22.214. [\[link\]](#)

<sup>85</sup> City of Burien. (2021, May 13). *Information for Landlords*. [\[link\]](#)

- the prohibition on requiring prospective tenants to provide Social Security Numbers (SSN);
- rent increase notice requirements;
- how to use the standardized eviction notices created by DCHS;<sup>86</sup> and
- the other tenant protections covered in the ordinance.

The material will also provide information about the standardized notices required by Ordinance 19311 and short explanations about how to use the notices consistent with the ordinance. The material will also include information about King County Bar Association's Lawyer Referral Service so landlords can find an attorney if they need legal advice.<sup>87</sup> The Executive will also provide this information on the County's website and update it if King County adopts any legal changes. The County's planned tenant protections landing page will provide information specific to unincorporated King County, like the just-cause eviction protections and notice of rent increase requirements.<sup>88</sup> The material will also be translated into the County's top two language tiers: Spanish, Simplified Chinese, Traditional Chinese, Vietnamese, Somali, Russian, Korean, Ukrainian, Tagalog, Amharic, and Arabic.<sup>89</sup>

Given the complexity of the just-cause eviction protections created by Ordinance 19311, the material will require legal review to ensure that it provides sound guidance for landlords. Therefore, it will be finalized after this plan is submitted. DCHS will complete the material and provide it to landlord organizations by the end of 2022. The Executive will use existing resources to create this material, costing approximately \$50,000 in staff time.

- Support Efforts to Create a State Rental Registration Program

A landlord registration program would help the County perform outreach to landlords operating in unincorporated King County. However, DCHS and DLS do not currently have the funding or capacity to research, design, or implement a rental registration and inspection program which would likely cost several million dollars annually. In addition, a county specific registration program would be narrow in scope, applying only in unincorporated areas of the County.

DCHS cannot develop an in-depth estimate without dedicated funding of staff time. While rental registration and inspection programs provide benefit for the community, DCHS would prioritize funding programs that more directly support housing stability over funding a rental registration and inspection program.

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<sup>86</sup> DCHS is in the process of creating these standardized notices as directed by Ordinance 19311. The Executive expects to make notices available by the end of 2022.

<sup>87</sup> King County Bar Association. (n.d) *Welcome to the Lawyer Referral Service*. [\[link\]](#) Retrieved May 16, 2022.

<sup>88</sup> The Executive intends to complete the tenant protections landing page on the County's website by the end of 2022. DCHS estimates this work will require about 0.1 full-time equivalent (FTE) in staff time, costing approximately \$25,000. DCHS will incur additional staff costs if the webpage needs to be updated to reflect County adoption of any new landlord-tenant laws.

<sup>89</sup> King County Office of Equity and Social Justice. (2021, March 5). *King County Written Translation Manual*, Appendix B. [\[link\]](#) Translation will cost approximately \$25,000.

Instead, the Executive intends to support efforts to create a state landlord registration program.<sup>90</sup> The County could perform more effective outreach with landlord registration information collected by a state program.

#### **IV. Conclusion and Next Actions**

To expand landlords' knowledge of tenant protections in King County Code, the Executive will use existing resources to create an easily understood material for landlords. The Executive will finalize the content, legal review, and distribution of the material by December 2022. Reflecting the County's resource limitations and other local priorities, the Executive intends to support efforts to create a state landlord registration program rather than a County one. A registration program will enable the County to better understand landlord and tenant data and to contact more landlords and tenants with tenant protection information and other resources.

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<sup>90</sup> In 2021, the State Legislature considered Senate Bill 5825 to create a rental and vacant property registration workgroup, though the bill did not pass. [\[link\]](#)

## V. Appendix A: Full Text of Ordinance 19311

AN ORDINANCE relating to tenant protections; amending Ordinance 383, Section 5, as amended, and K.C.C. 2.60.050, adding a new chapter to K.C.C. Title 12 and repealing Ordinance 16223, Section 3, and K.C.C. 12.47.010, Ordinance 16223, Section 4, and K.C.C. 12.47.020, Ordinance 16223, Section 5, and K.C.C. 12.47.030 and Ordinance 16223, Section 6, and K.C.C. 12.47.040.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

### SECTION 1. Findings:

A. The King County council finds that establishing this ordinance, a just cause and tenant protections ordinance, is necessary to protect the public health, safety and welfare.

B. Under a provision of the Washington state Residential Landlord-Tenant Act of 1973, RCW 59.18.290, landlords may not evict residential tenants without a court order, which under RCW 59.18.380 can be issued by a court only after the tenant has an opportunity to contest the eviction.

C. King County established the regional affordable housing task force in 2017 through Motion 14873. The task force's charge was to develop a recommended countywide affordable housing strategy.

D. The regional affordable housing task force released its Final Report and Recommendations in December 2018, and the King County council declared through Motion 15372 that recommendations contained therein represent the policy of the council.

E. The regional affordable housing task force's report included Census data that showed that more than one hundred twenty-four thousand low-income households in King County are severely cost burdened. Of those, eighty-eight percent, or one hundred nine thousand seven hundred households, earn fifty percent or less of area median income, meaning the county's poorest residents struggle most with housing costs. The report found that communities of color and renters are disproportionately likely to be severely cost burdened, paying more than half of their income toward housing costs. The report also included a recommended strategy of adopting ordinances to expand tenant protection and provide implementation support.

F. The Washington state Legislature passed Engrossed Substitute House Bill 1236, which became Chapter 212, Laws of Washington 2021. Those statutes establish just cause eviction regulations at the state level. This ordinance builds on those protections, to offer additional protections that are necessary for the public health, welfare and safety of the residents of King County. This ordinance includes the following additional protections:

1. A just cause for reducing the number of tenants in response to a notice and order. The county has regulations in place that limit the number of people that may reside in a dwelling unit. That just cause adds a protection for the landlord in a case where the county has found a violation of those regulations and the landlord seeks to comply with that notice, but the tenant continues in possession of the dwelling unit;

2. A just cause for a landlord who seeks to discontinue residential use of an accessory dwelling unit. Chapter 212, Laws of Washington 2021, does not contemplate accessory dwelling units as rental units. Accessory dwelling units are an important supply of rental housing in unincorporated King County, and this ordinance provides the same protections to tenants of those types of units as other types of rental housing;

3. Two just causes for owners seeking to discontinue renting out an owner's primary residence or an accessory dwelling unit on an owner's primary residential property. Those protections



provide an owner with more rights to discontinue renting out parts of their primary residence or primary residential property;

4. Protections for victims of a physical assault or the victim of the use or threatened use of a firearm or other deadly weapon. This ordinance clarifies the status of those victims, in order to provide them safe housing; and

5. A provision limiting security deposits to a maximum of one month's rent and capping late fees and administrative costs of the landlord. The county finds that use of these fees can pose a financial hardship for tenants, and placing a cap on these fees will allow more individuals and families to obtain stable housing.

NEW SECTION. SECTION 2. Sections 3 through 16 of this ordinance should constitute a new chapter of K.C.C. Title 12.

NEW SECTION. SECTION 3. There is hereby added to the new K.C.C. chapter established in section 2 of this ordinance a new section to read as follows:

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise. The definitions in RCW 59.18.030 also apply to this chapter unless otherwise defined in this section.

A. "Dwelling" or "dwelling unit" has the same meaning as "dwelling unit" in RCW 59.18.030, in addition to any vacant land that is offered for sale or lease for mobile and manufactured homes.

B. "Landlord" has the same meaning as "landlord" in RCW 59.18.030.

C. "Occupancy" means the formal designation of the primary purpose of the building structure or portion thereof.

D. "Owner" has the same meaning as "owner" in RCW 59.18.030.

E. "Tenant" has the same meaning as "tenant" in RCW 59.18.030 or 59.20.030, depending on the context, and excludes living arrangements identified in RCW 59.18.040.

NEW SECTION. SECTION 4. There is hereby added to the chapter established in section 2 of this ordinance a new section to read as follows:

A. Except as otherwise specifically required or allowed by K.C.C. Title 12 or by the Washington state Residential Landlord-Tenant Act of 1973, chapter 59.18 RCW, it is unlawful for any landlord to:

1. Remove or exclude from the premises a tenant except under a court order authorizing the removal or exclusion; or

2. Evict, reduce services, increase the obligations of a tenant or otherwise impose, threaten or attempt any punitive measure against a tenant for the reason that the tenant has in good faith asserted, exercised or attempted to exercise any legal rights granted tenants by law and arising out of the tenant's occupancy of the dwelling unit.

NEW SECTION. SECTION 5. There is hereby added to the chapter established in section 2 of this ordinance a new section to read as follows:

A. In addition to the just causes allowed under state law, a landlord shall not evict a tenant, refuse to continue a tenancy or terminate a tenancy except for the just causes enumerated and otherwise provided under this section:

1. The tenant continues in possession after the tenant fails to comply with:

a. a notice to pay rent or vacate in accordance with RCW 59.12.030(3);

b. a notice to comply or vacate in accordance with RCW 59.12.030(4); or

c. a notice to vacate for waste, nuisance, including a drug-related activity nuisance in accordance with chapter 7.43 RCW, or maintenance of an unlawful business or conduct in accordance with RCW 59.12.030(5);

2. The tenant fails to comply with a ten-day notice to comply or vacate requiring compliance with a material term of the rental agreement or that requires compliance with a material obligation under chapter 59.18 RCW;

3. The tenant continues in possession after the landlord seeks possession so that the owner or a member of the owner's immediate family may occupy the unit as that person's principal residence and no substantially equivalent unit is vacant and available in the same building, and the landlord has given the tenant at least ninety days' advance written notice of the date the tenant's possession is to end. For the purposes of this subsection A.3., "immediate family" includes the owner's domestic partner registered under chapter 26.60 RCW or the owner's spouse, parents, grandparents, children, brothers and sisters of the owner, of the owner's spouse or of the owner's domestic partner. There is a rebuttable presumption of a violation of this subsection A.3. if the owner or a member of the owner's immediate family fails to occupy the unit as that person's principal residence for at least sixty consecutive days during the ninety days immediately after the tenant vacated the unit in accordance with a notice of termination or eviction using this subsection A.3. as the cause for eviction;

4. The tenant continues in possession after the owner elects to sell a single-family dwelling unit and gives the tenant at least ninety days' written notice before the date set for vacating, which date shall coincide with the end of the term of a rental agreement, or if the agreement is month-to-month, with the last day of a monthly period. For the purposes of this subsection A.4., an owner "elects to sell" when the owner, at a minimum, lists the dwelling for sale at fair market value, such as with a realty agency or advertising in a newspaper of general circulation. There shall be a rebuttable presumption that the owner did not intend to sell the unit if:

a. within thirty days after the tenant has vacated, the owner does not list the single-family dwelling for sale at fair market value, or

b. within ninety days after the date the tenant vacated or the date the property was listed for sale, whichever is later, the owner withdraws the rental unit from the sales market, rents the unit to someone other than the former tenant or otherwise indicates that the owner does not intend to sell the unit;

5. The tenant continues in possession after the landlord seeks to do substantial rehabilitation in the building, but only if the owner or designee submitted a complete application for at least one permit required under K.C.C. Title 16 for the rehabilitation. The landlord shall serve the tenant with advance written notice in accordance with RCW 59.18.200(2)(c). Substantial rehabilitation has the same meaning as "substantially rehabilitate" in RCW 59.18.200(2)(c);

6. The tenant continues in possession after the landlord:

a. elects to demolish the building, convert it to a cooperative or convert it to a nonresidential use, though the owner or designee must obtain a permit necessary to demolish before terminating any tenancy. The landlord shall serve the tenant with advance written notice in accordance with RCW 59.18.200(2)(c); or

b. elects to withdraw the premises to pursue a conversion in accordance with RCW 64.34.440 or RCW 64.90.655. The landlord shall serve the tenant with advance written notice in accordance with RCW 64.34.440 and RCW 64.90.655;

7.a. The tenant continues in possession after the landlord seeks to reduce the number of occupants who reside in one dwelling unit to comply with the legal limit, and:

(1) the landlord has served the tenants with a thirty-day written notice, informing the tenants that the number of occupants exceeds the legal limit and must be reduced to the legal limit; however, a thirty-day notice is not required if the number of occupants was increased above the legal limit without the knowledge or consent of the landlord;

(2) after expiration of the thirty-day notice required by subsection A.7.a.(1) of this section, or any time after receipt of the notice and order if a thirty-day notice is not required in accordance with subsection A.7.a.(1) of this section, the landlord has served the tenants and the tenants have failed to comply with a ten-day notice to comply with the maximum legal limit on the number of occupants or vacate; and

(3) if there is more than one rental agreement for the unit, the landlord may choose which agreements to terminate; however, the landlord may terminate no more than the minimum number of rental agreements necessary to comply with the legal limit on the number of occupants.

b. For any violation of the maximum legal limit on the number of individuals allowed to reside in a dwelling unit that occurred with the knowledge or consent of the landlord, upon creation of a relocation assistance program, the landlord is required to pay relocation assistance to the tenant or tenants of each such a unit as the program dictates;

8. The tenant continues in possession after the landlord seeks to discontinue residential use of an accessory dwelling unit;

9. The tenant continues in possession after a landlord or owner receives a notice and order issued under K.C.C. Title 16 or 23 and violations identified in the notice and order have not been corrected, but only if the notice and order restricts the tenant's ability to reside in the dwelling unit. The landlord shall be required to make a showing of medical or financial hardship to the tenant that the landlord could not correct the violations identified in the notice order. However, the tenant may elect to repair and stay in the dwelling unit as set forth in RCW 59.18.100;

10.a. The tenant continues in possession after the owner intends to discontinue leasing to a tenant of the owner's own dwelling unit in which the owner resides;

b. The owner intends to evict a tenant, to refuse to continue a tenancy, or to terminate the tenancy of an accessory dwelling unit accessory to the dwelling unit in which the owner resides; or

c. The owner seeks to evict a tenant, refuse to continue a tenancy, or terminate the tenancy in a single-family dwelling unit and the owner resides in an accessory dwelling unit on the same lot;

11.a. The tenant continues in possession after the tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident or guest, has engaged in criminal activity on the premises, or on the property or public right-of-way abutting the premises. For purposes of this subsection A.11., a person has "engaged in criminal activity" if the person:

(1) engages in a drug-related activity that would constitute a violation of chapters 69.41, 69.50 or 69.52 RCW;

(2) engages in activity that is a crime under the laws of this state, but only if the activity substantially affects the health or safety of any person. An activity substantially affects the health or safety of other tenants or the landlord if:

(a) the activity is imminently hazardous to the physical safety of any person;

(b) the activity entails physical assaults upon another person that result in an arrest; or

(c) the activity entails the unlawful use of a firearm or other deadly weapon, as defined in RCW 9A.04.110, that results in an arrest, including threatening another tenant or the landlord with a firearm or other deadly weapon under RCW 59.18.352; or

(3) The activity renders people in at least two or more dwelling units or residences insecure in life or the use of property or that injures or endangers the safety or health of people in at least two or more dwelling units or residences.

b. In determining whether a tenant's activity substantially affects the health or safety of other tenants or the landlord, a court may consider the totality of the circumstances, including factors such as whether there have been a significant number of complaints to the landlord about the tenant's

activities at the property, damage done by the tenant to the property, including the property of other tenants or neighbors, harassment or threats made by the tenant to other tenants or neighbors that have been reported to law enforcement agencies, any police incident reports involving the tenant, and the tenant's criminal history.

c. Nothing in this subsection A.11. shall authorize the termination of tenancy or eviction of the victim of a physical assault or the victim of the use or threatened use of a firearm or other deadly weapon; or

12. The tenant continues in possession after the tenant, or with the consent of the tenant, the tenant's subtenant, sublessee, resident or guest:

i. Knowingly allows to reside in the dwelling unit, without receiving written consent from a landlord before moving into the dwelling unit, an animal that has been declared vicious by the manager of the regional animal services section in accordance with K.C.C. Title 11; or

ii. Knowingly continues to maintain in the dwelling unit an animal that is declared vicious by the manager of the regional animal services section in accordance with K.C.C. Title 11 during the terms of the rental agreement.

B. Any rental agreement provision that waives or purports to waive any right created by this chapter shall be deemed void and of no lawful force or effect. No rental agreement may provide that the tenant agrees to waive or to forgo rights or remedies under this ordinance. A provision prohibited in this ordinance included in a rental agreement is unenforceable. If a landlord knowingly uses a rental agreement containing provisions known by the landlord to be prohibited, the tenant may recover actual damages sustained by the tenant, and exemplary damages not to exceed two times the monthly rent charged for the unit, and reasonable litigation costs and attorneys' fees.

C. Whenever a termination notice is required by law, a landlord refusing to continue a tenancy or seeking to terminate a tenancy protected by this chapter shall serve the notice in a manner consistent with RCW 59.12.040 and identify the facts and circumstances known and available to the landlord at the time of the issuance of the notice that support the cause or causes with enough specificity so as to enable the tenant to respond and prepare a defense to any incidents alleged. The landlord may present additional facts and circumstances regarding the noticed allegations if such evidence was unknown or unavailable at the time of the issuance of the notice.

D. Landlords shall provide at least thirty days' written notice when evicting a tenant, refusing to continue a tenancy or terminating a tenancy for a just cause enumerated in subsection A. of this section, unless a longer noticing period is required by state law or the rental agreement.

E. It shall be a violation of this chapter for any landlord to remove or cause to remove a tenant from a dwelling unit using a notice that references subsection A.3., 4., 5. or 6. of this section as grounds for eviction or termination of tenancy without fulfilling or carrying out the stated reason for or condition justifying the termination of such a tenancy within sixty days after the tenant has vacated, unless another time frame is specified in subsection A.3., 4., 5. or 6. of this section.

F. Nothing in this chapter is intended to affect or limit a landlord's rights to pursue an action for unlawful detainer as defined by RCW 59.12.030, except as specifically set forth in this chapter.

NEW SECTION. SECTION 6. There is hereby added to the chapter established in section 2 of this ordinance a new section to read as follows:

Sections 7 through 16 of this ordinance apply to tenancies governed by chapter 59.20 RCW and are in addition to the provisions provided to those tenancies in RCW 59.20.080.

NEW SECTION. SECTION 7. There is hereby added to the chapter established in section 2 of this ordinance a new section to read as follows:

A. All move in fees and security deposits charged by a landlord before a tenant takes possession of a dwelling unit shall not exceed one month's rent, except in subsidized tenancies 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. Sec. 1437f, commonly known as the choice voucher program.

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

NEW SECTION. SECTION 8. There is hereby added to the chapter established in section 2 of this ordinance a new section to read as follows:

Late fees or costs due to nonpayment of rent charged to a tenant shall not exceed one and one-half percent of the tenant's monthly rent.

NEW SECTION. SECTION 9. There is hereby added to the chapter established in section 2 of this ordinance a new section to read as follows:

Any rental agreement or renewal of a rental agreement shall include, or shall be deemed to include, a provision requiring not less than one hundred twenty days' notice for rent increases greater than three percent. If the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, the landlord shall provide a minimum of thirty days' prior written notice of an increase in the amount of rent to each affected tenant.

NEW SECTION. SECTION 10. There is hereby added to the chapter established in section 2 of this ordinance a new section to read as follows:

A. Landlords are prohibited from unfair or abusive acts or practices or deceptive acts or practices as defined in this section.

B. For the purposes of this section:

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.

NEW SECTION. SECTION 11. There is hereby added to the chapter established in section 2 of this ordinance a new section to read as follows:

Except as otherwise provide in Section 2(2)(n)(i), Chapter 212, Laws of Washington 2021, a landlord's acceptance of rent waives the right to declare forfeiture or evict based solely on any prior breach or breaches of the rental agreement. This section does not waive any landlord's remedy for nonpayment of rent if additional rent is outstanding.

NEW SECTION. SECTION 12. There is hereby added to the chapter established in section 2 of this ordinance a new section to read as follows:

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 uninhabitable or is in violation of RCW 59.18.060. If the tenant believes the dwelling unit has defective conditions making the unit uninhabitable 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.

NEW SECTION. SECTION 13. There is hereby added to the chapter established in section 2 of this ordinance a new section to read as follows:

Rental agreements shall include a provision stating that when late fees may be assessed after rent becomes due, the tenant may propose that the due date be altered to a different date of the month. Additionally, the provision shall specify that, according to RCW 59.18.170(3), a landlord shall agree to such a proposal if it is submitted in writing and the tenant can demonstrate that his or her primary source of income is a regular, monthly source of governmental assistance that is not received until after the date rent is due 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.

NEW SECTION. SECTION 14. There is hereby added to the chapter established in section 2 of this ordinance a new section to read as follows:

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.

NEW SECTION. SECTION 15. There is hereby added to the chapter established in section 2 of this ordinance a new section to read as follows:

A landlord serving a notice to the tenant to pay rent or vacate under RCW 59.12.030(3) must include on the notice substantially in the form of the following statement in sixteen-point, bolded font: "Pursuant to RCW 58.12.030(3), you have fourteen days to pay the rent required by this notice. After fourteen days, the landlord is required by RCW 59.18.410(2) to allow you to pay the rent up to five court days after a judgement in an eviction proceeding, but you may be subject to a late fee, if a late fee is required in the rental agreement and any court costs incurred at the time of payment. Attorneys' fees may also be requested by the landlord and may be awarded to the landlord by a judge."

NEW SECTION. SECTION 16. There is hereby added to the chapter established in section 2 of this ordinance a new section to read as follows:

A. A landlord shall not require a social security number for the purposes of screening a prospective tenant, as allowed under RCW 59.18.257. A landlord may request a social security number and screen prospective tenants. A landlord shall not refuse to enter into a rental agreement with a prospective tenant because the prospective tenant does not agree to provide a social security number. A landlord may utilize information including, but not limited to, previous names, addresses, personal references and work history to screen prospective tenants. A landlord shall maintain the right to take adverse action because of inaccurate, unfavorable or unavailable screening results.

B. A landlord found in violation of subsection A. of this section shall be liable to such a prospective tenant in a private right of action for the greater of double the tenant's economic and noneconomic damages or one month of rent of the dwelling unit at issue, and reasonable litigation costs and attorneys' fees

SECTION 17. Ordinance 383, Section 5, as amended, and K.C.C. 2.60.050 are hereby amended to read as follows:

A. Legal defense services through the department shall be made available to all eligible persons for whom counsel is constitutionally required. In addition, legal defense services through department shall be made available when funds are available: to any eligible person in legal proceedings arising in King County that may result in the person's loss of liberty by an act of King County or any of its agencies, including, but not limited to, criminal proceedings alleging a violation of any law of the state of Washington or ordinance of King County, juvenile matters, mental illness and similar commitment proceedings, revocations and habeas corpus proceedings when they arise in King County; ~~((and))~~ to eligible parents and children in dependency proceedings arising in King County; and to tenants whose rental agreements have been terminated or tenants who are subject to unlawful detainer actions by a landlord whom the tenant alleges terminated a tenancy or initiated an unlawful detainer action in violation of any King County ordinance.

B. Legal defense services through the department may be made available to a person charged in King County with a felony of public notoriety, at the person's expense, when the court finds that the defendant is unable to employ adequate private counsel as a result of the public notoriety. The county public defender shall establish a reasonable fee for the legal defense services, subject to the approval of the court.

SECTION 18. The following are hereby repealed:

- A. Ordinance 16223, Section 3, and K.C.C. 12.47.010;
- B. Ordinance 16223, Section 4, and K.C.C. 12.47.020;
- C. Ordinance 16223, Section 5, and K.C.C. 12.47.030; and
- D. Ordinance 16223, Section 6, and K.C.C. 12.47.040.

SECTION 19.

A. The executive shall develop standard notices required to be used by landlords who are terminating a month-to-month tenancy, failing to renew a fixed-term lease or evicting due to one or more of the causes enumerated in section 5.A. of this ordinance. The notices shall provide information for tenants on how to access legal services for eviction prevention. The executive shall translate the notice into the ten most common languages used in King County. In developing the notices, the executive shall consult with organizations that represent landlords and tenants and provide a minimum thirty-day public comment period.

B.1. The executive shall transmit a tenant protections access plan to the council by June 30, 2022, with the goal of expanding knowledge of and access to tenant protections in the King County Code. The plan shall include at least the following components, and if the executive is already conducting the work identified in a. through d. of this subsection B.1., the plan shall include an explanation of the work being done, the funding mechanism to accomplish scope of work, and how it addresses the goals of this subsection B.1.:

- a. recommendations on providing information about tenant protections in King County and access to those protections to residents with limited English proficiency;
- b. recommendations on providing tenant protections to undocumented residents who may have a fear of accessing tenant protections through the court system;
- c. a "know your rights" campaign with the objective of spreading awareness of the new provisions in this ordinance. The plan shall utilize partnerships with community organizations and the King County immigrant and refugee commission;
- d. recommendations on ways to provide free legal representation, advice and other legal assistance to tenants facing eviction, harassment, disrepair and other housing-related issues, including an analysis of the right-to-counsel law available through the New York City office of civil justice's legal representation program; and

e. a phone number, either internal to the county or through a request for proposals to outside entities, for tenants who believe their rental agreement has been unlawfully terminated or who believe a landlord failed to renew a rental agreement unlawfully. The phone number should be staffed by the department of community and human services, the department of public defense, or a designee to provide information on protections afforded to tenants in state law and King County Code. The plan shall include an analysis of the level of funding the executive would need to create and staff such a phone number.

2. The executive shall transmit a landlord outreach plan by June 30, 2022, with the goal of expanding knowledge of tenant protections contained in King County Code to landlords.

3. The tenant protections access plan and the landlord outreach plan shall be electronically transmitted to the clerk of the council with motions that should acknowledge receipt of the plans and a proposed ordinance making recommended changes from the tenant protections access plan, if recommendations necessitate an ordinance. The clerk of the council shall provide an electronic copy to all councilmembers, the council chief of staff and the lead staff for the community, health and housing services committee, or its successor.

**SECTION 20. Severability.** If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.



**Certificate Of Completion**

Envelope Id: CC066D0AB73A4C3EABA87783FAD46ECB	Status: Completed
Subject: Please DocuSign: Motion 16196.docx, Motion 16196 Attachment A.docx	
Source Envelope:	
Document Pages: 2	Signatures: 2
Supplemental Document Pages: 22	Initials: 0
Certificate Pages: 2	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Envelopeld Stamping: Enabled	401 5th Ave
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Suite 100
	Seattle, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

**Record Tracking**

Status: Original	Holder: Cherie Camp	Location: DocuSign
9/8/2022 12:57:56 PM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County General (ITD)	Location: DocuSign

**Signer Events**

Claudia Balducci  
 claudia.balducci@kingcounty.gov  
 Council Chair  
 King County General (ITD)  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 7E1C273CE9994B6...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 73.181.163.252

**Timestamp**

Sent: 9/8/2022 12:59:32 PM  
 Viewed: 9/9/2022 2:56:40 PM  
 Signed: 9/9/2022 2:56:53 PM

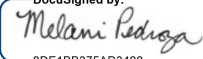
**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign  
 Supplemental Documents:

Motion 16196 Attachment A.docx

Viewed: 9/9/2022 2:56:46 PM  
 Read: Not Required  
 Accepted: Not Required

Melani Pedroza  
 melani.pedroza@kingcounty.gov  
 Clerk of the Council  
 King County Council  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 8DE1BB375AD3422...  
 Signature Adoption: Uploaded Signature Image  
 Using IP Address: 50.35.126.47

Sent: 9/9/2022 2:56:54 PM  
 Viewed: 9/9/2022 2:59:18 PM  
 Signed: 9/9/2022 2:59:25 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign  
 Supplemental Documents:

Motion 16196 Attachment A.docx

Viewed: 9/9/2022 2:59:22 PM  
 Read: Not Required  
 Accepted: Not Required

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	9/8/2022 12:59:32 PM
Certified Delivered	Security Checked	9/9/2022 2:59:18 PM
Signing Complete	Security Checked	9/9/2022 2:59:25 PM
Completed	Security Checked	9/9/2022 2:59:25 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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